As filed with the Securities and Exchange Commission on July 30, 2021.

Registration No. 333-_____

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Hancock Whitney Corporation

(Exact Name of Registrant as Specified in its Charter)

Mississippi	**64-0693170**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification No.)**

Hancock Whitney Plaza, 2510 14th Street
Gulfport, Mississippi 39501
(228) 868-4000
(Address, Including Zip Code, of Principal Executive Offices)

Hancock Whitney Corporation 401(k) Savings Plan and Trust Agreement
Hancock Whitney Corporation 2010 Employee Stock Purchase Plan
Hancock Whitney Corporation Nonqualified Deferred Compensation Plan
(Full Title of the Plans)

Joy Lambert Phillips
General Counsel
Hancock Whitney Plaza, 2510 14th Street
Gulfport, Mississippi 39501
(228) 868-4000
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

With a copy to:
John B. Shannon, Esq.
Alston & Bird LLP
1201 West Peachtree Street
Atlanta, Georgia 30309
(404) 881-7000

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
(Do not check if a smaller reporting company)		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, $3.33 par value	1,500,000 (1)	$44.58 (2)	$66,862,500 (2)	$7,294.70

(1) Amount to be registered consists of an aggregate of 1,500,000 shares of Hancock Whitney Corporation (the "Company") common stock to be issued under the Hancock Whitney Corporation 401(k) Savings Plan and Trust Agreement, the Hancock Whitney Corporation 2010 Employee Stock Purchase Plan and the Hancock Whitney Corporation Nonqualified Deferred Compensation Plan (collectively, the "Plans"), including additional shares of Company common stock that may become issuable in accordance with the adjustment and anti-dilution provisions of the Plans.

(2) Determined in accordance with Rule 457(h) under the Securities Act of 1933, as amended, the registration fee calculation is based on the average of the high and low prices of the Company's common stock as reported on the NASDAQ Global Select Market on July 29, 2021.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

(a) The documents containing the information specified in Part I of this Registration Statement will be sent or given to participants in the Plans as specified by Rule 428(b)(1) under the Securities Act of 1933, as amended (the "Securities Act"). These documents and the documents incorporated by reference in this registration statement pursuant to Item 3 of Part II of this form, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

(b) Upon written or oral request, the Company will provide, without charge, the documents incorporated by reference in Item 3 of Part II of this Registration Statement. The documents are incorporated by reference in the Section 10(a) prospectus. The Company will also provide, without charge, upon written or oral request, other documents required to be delivered to participants pursuant to Rule 428(b). Requests for the above-mentioned information should be directed to Joy Lambert Phillips, the Company's General Counsel, at the address and telephone number on the cover of this Registration Statement.

PART II

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") are hereby incorporated by reference into this Registration Statement:

(1) The Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the Commission on March 1, 2021;

(2) The 401(k) Savings Plan's Annual Report on Form 11-K for the year ended December 31, 2020, filed with the Commission on June 29, 2021;

(3) The Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2021, filed with the Commission on May 6, 2021;

(4) The Company's Current Reports on Form 8-K and amendments thereto (excluding any information and exhibits furnished under Item 2.02 or 7.01 thereof) filed with the Commission on April 22, 2021, April 23, 2021, April 28, 2021, June 15, 2021 and July 20, 2021;

(5) All other reports filed by the Company and the 401(k) Savings Plan pursuant to Section 13(a) or 15(d) of the Exchange Act since December 31, 2020 (except to the extent any parts of such reports were deemed furnished and not filed in accordance with SEC rules);

(6) The description of the Company's Common Stock contained in the Company's Form 8-K 12g3/A filed with the Commission on May 5, 2014, including any amendment or report filed for the purpose of updating such description; and

(7) All other documents subsequently filed by the Company and the 401(k) Savings Plan pursuant to Section 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered have been sold or that deregisters all securities that remain unsold.

Any statement contained in a document incorporated or deemed incorporated herein by reference shall be deemed to be modified or superseded for the purpose of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is, or is deemed to be, incorporated herein by reference modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The Company's Articles of Incorporation and Bylaws provide for indemnification to the fullest extent allowed by law. Mississippi Code Ann. Section 79-4-8.50 et seq. provides in part that a corporation may indemnify any director, officer, employee or agent of the corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any action, suit or proceeding to which he is or was a party or is threatened to be made a party (including any action by or in the right of the corporation), if such action arises out of his acts on behalf of the corporation and he acted in good faith and that he reasonably believed that conduct in his official capacity with the corporation was in the corporation's best interests and that in other cases, his conduct was not opposed to the corporation's best interests, and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. The indemnification provisions of Mississippi Code Ann. Section 79-4-8.50 et seq. are not exclusive; however, a corporation may not indemnify any person who is adjudged liable to the corporation in an action by or in the right of the corporation or who is adjudged liable on the basis that a financial benefit was improperly received by him. A corporation has the power to obtain and maintain insurance on behalf of any person who is or was acting for the corporation, regardless of whether the corporation has the legal authority to indemnify the insured person against such liability. The Company's Articles of Incorporation and Bylaws provide for indemnification for directors, officers, employees and agents or former directors, officers, employees and agents of the Company to the full extent permitted by Mississippi law. The Company maintains an insurance policy covering the liability of its directors and officers for actions taken in their official capacity.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Except as indicated below as being incorporated by reference to another filing with the Commission by the Company, the following exhibits to this registration statement are being filed herewith:

Exhibit Number	Description
4.1	Second Amended and Restated Articles of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, filed with the Commission on May 1, 2020, File Number 001-36872)
4.2	Second Amended and Restated Bylaws of the Company (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K, filed with the Commission on May 1, 2020, File Number 001-36872)
5.1	Opinion of Alston & Bird LLP
23.1	Consent of Alston & Bird LLP (included in Exhibit 5.1)
23.2	Consent of PricewaterhouseCoopers LLP
24.1	Power of Attorney (included on signature page)
99.1	Hancock Whitney Corporation 401(k) Savings Plan and Trust Agreement, amended and restated effective January 1, 2017, as amended
99.2	Hancock Whitney Corporation 2010 Employee Stock Purchase Plan, amended and restated effective July 1, 2018, as amended
99.3	Hancock Whitney Corporation Nonqualified Deferred Compensation Plan, restated effective May 25, 2018, as amended

In lieu of the opinion of counsel or determination letter contemplated by Item 601(b)(5)(ii) of Regulation S-K, the Company hereby undertakes that it has submitted the Hancock Whitney Corporation 401(k) Savings Plan and any amendment thereto to the Internal Revenue Service ("IRS") in a timely manner and has made all changes required by the IRS in order to qualify the Plan under Section 401 of the Internal Revenue Code of 1986, as amended.

Item 9. Undertakings.

(a) The undersigned Company hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the registration statement is on Form S-3, Form S-8, or Form F-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Company pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Company hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(signatures on following page)

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Gulfport, State of Mississippi, on July 30, 2021.

Hancock Whitney Corporation

By: /s/ John M. Hairston
John M. Hairston
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints John M. Hairston and Joy Lambert Phillips, and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of their substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ John M. Hairston John M. Hairston	President and Chief Executive Officer (Principal Executive Officer) and Director	July 30, 2021
/s/ Michael M. Achary Michael M. Achary	Senior Executive Vice President and Chief Financial Officer (Principal Financial Officer)	July 30, 2021
/s/ Stephen E. Barker Stephen E. Barker	Executive Vice President and Senior Accounting and Finance Executive (Principal Accounting Officer)	July 30, 2021

/s/ Jerry L. Levens Jerry L. Levens	Chairman of the Board, Director	July 30, 2021
/s/ Frank E. Bertucci Frank E. Bertucci	Director	July 30, 2021
/s/ Hardy B. Fowler Hardy B. Fowler	Director	July 30, 2021
/s/ Randall W. Hanna Randall W. Hanna	Director	July 30, 2021
/s/ James H. Horne James H. Horne	Director	July 30, 2021
/s/ Suzette K. Kent Suzette K. Kent	Director	July 30, 2021
/s/ Constantine S. Liollio Constantine S. Liollio	Director	July 30, 2021
/s/ Sonya C. Little Sonya C. Little	Director	July 30, 2021
/s/ Thomas H. Olinde Thomas H. Olinde	Director	July 30, 2021
/s/ Christine L. Pickering Christine L. Pickering	Director	July 30, 2021
/s/ Robert W. Roseberry Robert W. Roseberry	Director	July 30, 2021
/s/ Joan C. Teofilo Joan C. Teofilo	Director	July 30, 2021
/s/ C. Richard Wilkins C. Richard Wilkins	Director	July 30, 2021

The 401(k) Savings Plan. Pursuant to the requirements of the Securities Act of 1933, the trustees (or other persons who administer the employee benefit plan) have duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Gulfport, State of Mississippi, on July 30, 2021.

Hancock Whitney Corporation 401(k) Savings Plan

By: /s/ Katherine Widdows
Katherine Widdows
Plan Administrator

Exhibit 5.1

ALSTON & BIRD

One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3424
404-881-7000 | Fax: 404-881-7777

John B. Shannon Direct Dial: 404-881-7466 Email: john.shannon@alston.com

July 30, 2021

Hancock Whitney Corporation
Hancock Whitney Plaza, 2510 14th Street
Gulfport, Mississippi 39501

Re: Registration Statement on Form S-8-
Hancock Whitney Corporation 401(k) Savings Plan and Trust Agreement
Hancock Whitney Corporation 2010 Employee Stock Purchase Plan
Hancock Whitney Corporation Nonqualified Deferred Compensation Plan

Ladies and Gentlemen:

We have acted as counsel to Hancock Whitney Corporation, a Mississippi corporation (the "Corporation"), in connection with the above-referenced Registration Statement on Form S-8 (the "Registration Statement") to be filed on the date hereof by the Corporation with the Securities and Exchange Commission (the "Commission") to register under the Securities Act of 1933, as amended (the "Securities Act"), 1,500,000 shares of the Corporation's common stock, $3.33 par value per share (the "Shares"), which may be issued pursuant to the Hancock Whitney Corporation 401(k) Savings Plan and Trust Agreement, the Hancock Whitney Corporation 2010 Employee Stock Purchase Plan and the Hancock Whitney Corporation Nonqualified Deferred Compensation Plan (collectively, the "Plans"). We are furnishing this opinion letter pursuant to Item 8 of Form S-8 and Item 601(b)(5) of the Commission's Regulation S-K.

In connection with our opinion below, we have examined the Second Amended and Restated Articles of Incorporation of the Corporation, the Second Amended and Restated Bylaws of the Corporation, records of proceedings of the Board of Directors of the Corporation deemed by us to be relevant to this opinion letter, the Plans and the Registration Statement. We also have made such further legal and factual examinations and investigations as we deemed necessary for purposes of expressing the opinion set forth herein. In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as original documents and the conformity to original documents of all documents submitted to us as certified, conformed, facsimile, electronic or photostatic copies.

As to certain factual matters relevant to this opinion letter, we have relied conclusively upon originals or copies, certified or otherwise identified to our satisfaction, of such other records, agreements, documents and instruments, including certificates or comparable documents of officers of the Corporation and of public officials, as we have deemed appropriate as a basis for the opinion hereinafter set forth. Except to the extent expressly set forth herein, we have made no independent investigations with regard to matters of fact, and, accordingly, we do not express any opinion as to matters that might have been disclosed by independent verification.

Our opinion set forth below is limited to the laws of the State of Mississippi.

This opinion letter is provided for use solely in connection with the transactions contemplated by the Registration Statement and may not be used, circulated, quoted or otherwise relied upon for any other purpose without our express written consent. The only opinion rendered by us consists of those matters set forth in the sixth paragraph hereof, and no opinion may be implied or inferred beyond the opinion expressly stated. Our opinion expressed herein is as of the date hereof, and we undertake no obligation to advise you of any changes in applicable law or any other matters that may come to our attention after the date hereof that may affect our opinion expressed herein.

Based on the foregoing, it is our opinion that the Shares are duly authorized for issuance, and, when issued by the Corporation in accordance with the terms of the Plans, will be validly issued, fully paid and non-assessable.

We consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the use of our name wherever appearing in the Registration Statement. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Sincerely,

ALSTON & BIRD LLP

By: /s/ John B. Shannon
John B. Shannon, Partner

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Hancock Whitney Corporation of our report dated February 26, 2021 relating to the financial statements, and the effectiveness of internal control over financial reporting, which appears in Hancock Whitney Corporation's Annual Report on Form 10-K for the year ended December 31, 2020.

/s/ PricewaterhouseCoopers LLP

New Orleans, Louisiana
July 28, 2021

Exhibit 99.1

HANCOCK HOLDING COMPANY
401(k) SAVINGS PLAN AND TRUST AGREEMENT

Amended and Restated
Effective January 1, 2017

HANCOCK HOLDING COMPANY 401(k) SAVINGS PLAN
AND TRUST AGREEMENT

TABLE OF CONTENTS

HANCOCK HOLDING COMPANY
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amended and Restated Effective January 1, 2017)

This amended and restated Hancock Holding Company 401(K) Savings Plan and Trust Agreement (collectively "Plan and Trust Agreement) is made effective the 1st day of January, 2017, by and between HANCOCK HOLDING COMPANY ("Sponsor"), and WHITNEY BANK (formerly HANCOCK BANK), a Mississippi bank having its principal office in Gulfport, Mississippi in its capacity as Trustee ("Trustee").

W I T N E S S E T H:

WHEREAS, the Hancock Holding Company 401(k) Savings Plan (previously known as Hancock Bank 401(k) Savings and Investment Plan) (the "Plan"), was originally adopted effective May 29, 1996;

WHEREAS, the Plan was most recently amended and restated in its entirety to reflect the merger of the Whitney National Bank Savings Plus Plan (the "Whitney 401(k) Plan") with and into the Plan, effective January 1, 2013; and

WHEREAS, the restated Plan was amended three times, on March 31, 2014, December 29, 2014, and December 8, 2015; and

WHEREAS, Section 17.01 of the Plan and Trust Agreement authorizes the Sponsor to amend the Plan; and

WHEREAS, the Sponsor desires to amend and restate the Plan in order to incorporate the amendments made since the last restatement and to make other changes and clarifications as permitted or required by law;

NOW, THEREFORE, the Hancock Holding Company 401(k) Savings Plan and Trust Agreement is hereby amended and restated effective January 1, 2017, or such other date as is expressly provided hereafter, to read in its entirety as follows:

ARTICLE I
CONTINUANCE OF TRUST

The parties hereto, by the execution of this Plan and Trust Agreement, do hereby continue an Employees' Trust for the payment of the deferred benefits to the Employer's Employees and their Beneficiaries, out of trust funds to be governed and administered in accordance with the terms of the Plan and Trust Agreement. The Trust is hereby designated as constituting a part of a plan intended to qualify and to be tax exempt under Section 401(a) and Section 501(a), respectively, of the Code, as amended from time to time. This Plan may be executed in any number of counterparts, each of which shall be an original and no other counterpart need be produced.

ARTICLE II
PLAN FOR EXCLUSIVE BENEFIT OF EMPLOYEES

2.01 Type of Plan. This Plan is a profit sharing plan and contains a cash or deferral arrangement pursuant to which each Participant may elect to defer a portion of his Compensation to be contributed to the Plan. The Plan was originally established and continues for the exclusive benefit of the Employer's Employees and their Beneficiaries. The provisions of this amended and restated Plan shall apply only to Employees who have Service on or after the Effective Date of this amended and restated Plan and Trust Agreement unless otherwise specified herein. The benefits of former Employees shall be determined under the Profit Sharing Plan, the Hancock 401(k) Plan, and/or the Whitney 401(k) Plan as in effect at the time such Employees terminated Service.

2.02 Return of Contributions. In the event a contribution made by the Employer is not deductible under Section 404 of the Code, the amount of the contribution disallowed (reduced by any losses) shall be returned to the Employer within one year after the deduction is disallowed. Any contribution (reduced by any losses) made by the Employer because of a mistake of fact shall be returned to the Employer within one year of the date of the contribution. The maximum amount that may be returned to the Employer under the preceding sentence is the excess of the amount contributed over the amount that would have been contributed had no mistake of fact occurred. Any earnings shall be allocated to the Participants.

2.03 Exclusive Benefit of Employees. Under no circumstances, except as provided in Section 2.02, shall any part of the principal or income of the Trust established hereunder be used for or revert to the Employer or be used for or diverted to purposes other than for the exclusive benefit of the participating Employees and their Beneficiaries.

However, the Plan shall not be construed as giving any Employee or other person any right, legal or equitable, against the Trustee, the Employer, or the principal or interest of the Trust except as specifically provided for herein. Furthermore, nothing herein contained shall be construed as giving any Participant the right to be retained in the service of the Employer nor, upon dismissal or upon the Participant's voluntary termination, to have any right or interest in this Plan and Trust other than as provided herein.

2.04 Whitney 401(k) Plan. The Whitney 401(k) Plan was merged into this Plan effective January 1, 2013 and all accounts under the Whitney 401(k) Plan were transferred to this Plan. In accordance with the requirements under Section 414(l) of the Code, each Participant's account balance after the merger equaled the sum of his or her account balances under the Whitney 401(k) Plan immediately prior to the merger.

ARTICLE III
DEFINITIONS

3.01 Adverse Benefit Determination shall mean a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination or failure to provide or make payment that is based on a determination of a Participant's or Beneficiary's eligibility to participate in the Plan.

3.02 Affiliated Employer shall mean the Sponsor and any corporation which is a member of a controlled group of corporations (as defined in Section 414(b) of the Code) which includes the Sponsor; any trade or business (whether or not incorporated) which is under common control (as defined in Section 414(c) of the Code) with the Sponsor; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Section 414(m) of the Code) which includes the Sponsor; and any other entity required to be aggregated with the Sponsor pursuant to Treasury Regulations under Section 414(o) of the Code.

All Affiliated Employers shall be deemed to have adopted the Plan as of the date such employer became an Affiliated Employer.

3.03 Aggregation Group shall mean the plans, including any terminated plan maintained within the last five years ending on the Determination Date, of an Employer and Affiliated Employers required or permitted to be aggregated to determine whether or not the Employer's plans are Top Heavy Plans. The required Aggregation Group includes each plan of the Employer and Affiliated Employers in which a Key Employee participates in the Plan Year containing the Determination Date or any of the four preceding Plan Years. In addition, the required Aggregation Group includes each other plan which enables any plan in which a Key Employee participates to meet the requirements of Section 401(a)(4) or Section 410 of the Code. Each plan in the required Aggregation Group shall be a Top Heavy Plan if such group is a Top Heavy Group. No plan in the required Aggregation Group shall be a Top Heavy Plan if such group is not a Top Heavy Group.

The permissive Aggregation Group consists of plans required to be aggregated plus one or more plans that are not part of the required Aggregation Group but which satisfy the requirements of Section 401(a)(4) and Section 410 of the Code when considered together with the required Aggregation Group. If a permissive Aggregation Group is a Top Heavy Group, only those plans that are part of the required Aggregation Group shall be subject to the added requirements placed on Top Heavy Plans.

Only those plans of the Employer for which the Determination Dates fall within the same calendar year shall be aggregated in order to determine whether such plans are Top Heavy Plans.

3.04 Alternate Payee shall mean the spouse, former spouse, child or other dependent of a Participant entitled to receive payment of all or a portion of such Participant's benefits under the Plan pursuant to a Qualified Domestic Relations Order.

3.05 Appeals Committee shall mean a subcommittee of the Benefits Committee appointed by the Sponsor, delegated with the authority to review Plan appeals pursuant to Section 4.04 of the Plan.

3.06 Beneficiary shall mean an individual, trust or estate designated by a Participant in accordance with the provisions of this Plan to receive death benefits payable under this Plan. Beneficiary shall also mean an Alternate Payee entitled to benefits under this Plan pursuant to the provisions of a Qualified Domestic Relations Order assigning the rights of a Participant to such Alternate Payee.

3.07 Benefits Committee shall mean the Benefits Committee established by the Board of directors to assist with the administration of, and establishing and implementing policies of the employee benefit programs of the Sponsor and its subsidiaries.

3.08 Board of Directors shall mean the board of directors of the Sponsor.

3.09 Break in Service shall occur at the end of a 12-consecutive month period (computation period) during which the Participant has not completed more than 500 Hours of Service. The computation period shall be the same applicable period used for determining a Year of Service for vesting purposes. A Break in Service shall not occur in the case of vacations, temporary illness, layoff or leave of absence, the terms of which are authorized in writing by the Employer, provided the Employee returns to active Service with the Employer at the termination of the leave of absence or layoff. Any leave of absence authorized by the Employer will be granted under uniform rules so that all Participants under similar circumstances will be treated alike.

3.10 Claim For Benefits shall mean a request for a Plan benefit made by a Claimant in accordance with the Plan's reasonable procedures for filing benefit claims under Section 4.04 of this Plan.

3.11 Claimant shall mean a Participant or Beneficiary as defined in this Plan. An authorized representative of a Claimant may act on behalf of such Claimant in pursuing a Claim For Benefits or appeal of an Adverse Benefit Determination. Such authorization must be in writing, signed by the Claimant and approved by the Plan Administrator.

3.12 Code shall mean the Internal Revenue Code of 1986, as amended.

3.13 Compensation for purposes of computing contributions under this Plan shall mean an Employee's actual cash salary or wages, including base pay, commissions, incentives, overtime and bonuses and excluding extraordinary income. Compensation shall include Elective Deferrals under this Plan and any amounts which are contributed to another plan by the Employer pursuant to a salary reduction agreement and which are not includable in the gross income of the Employee under Sections 125(a), 402(e)(3), 402(h), 402(k), 457(b) or 132(f)(4) of the Code. Except as otherwise provided in this Plan, Compensation for purposes of testing discrimination shall mean W-2 income or any other definition permitted under Section 414(s) of the Code, as amended.

The annual Compensation of each Employee taken into account for determining all benefits provided under the Plan for any Plan Year beginning after December 31, 2016, shall not exceed $270,000, as adjusted for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12.

3.14 Determination Date shall mean, for purposes of determining whether the Plan is a Top Heavy Plan for a particular Plan Year, the last day of the preceding Plan Year. In the case of the first Plan Year of the Plan, the Determination Date is the last day of the first Plan Year.

3.15 Disability shall mean such disability which entitles the Participant to disability benefits under the Social Security Act as amended to the date of inception of such disability.

3.16 Early Retirement Date shall mean the last day of the month coinciding with or following the Participant's completion of 10 Years of Service, attainment of age 55 and termination of Service with the Employer.

3.17 Effective Date shall mean the effective date of this amendment and restatement, January 1, 2017, unless otherwise specified. The original Effective Date of the Plan is May 29, 1996.

3.18 Elective Deferral shall mean the amount of Compensation subject to automatic deferral under Section 5.05 or that the Participant has elected to defer under the provisions of this Plan and the Employer is not required to report as taxable income to the Internal Revenue Service ("IRS") on IRS Form W-2 (or on any successor or substitute form) solely by reason of the application of Section 401(k) of the Code. The Elective Deferrals shall be contributed to the Plan by the Employer.

3.19 Elective Deferral Account shall mean the account established on behalf of each Participant to which shall be credited the Participant's Elective Deferrals and Net Earnings thereon.

3.20 Eligible Employees shall mean those Employees of the Employer and Affiliated Employers who will be eligible to participate in this Plan after meeting the eligibility requirements. Eligible Employees shall include all Employees of the Employer and such Affiliated Employers except the following:

(a) Employees included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives, if retirement benefits were the subject of good faith bargaining (for this purpose, the term Employee representatives does not include any organization more than half of whose members are Employees who are owners, officers or executives of the Employer or Affiliated Employers);

(b) Employees who are nonresident aliens and who receive no earned income from the Employer which constitutes income from sources within the United States;

(c) Leased Employees;

(d) On-Call Employees which shall mean individuals classified by the Employer as "on-call employees" to be contacted as needed for special projects;

(e) Seasonal Employees which shall mean individuals classified by the Employer as "seasonal employees" to be hired for summer employment, spring-break and/or Christmas break;

(f) Co-op Employees which shall mean students hired by the Employer as part of a high school/college cooperative program;

(g) Project Employees which shall mean individuals classified by the Employer as "project employees" to be hired for specific projects.

Notwithstanding the provisions contained in subparagraphs (d), (e), and (g) above, those subparagraphs shall cease to apply to an individual who has completed 1,000 Hours of Service during the one-year period commencing on his or her date of employment, or during any Plan Year commencing after his or her date of employment. If any Employee becomes an Eligible Employee under this paragraph, then he or she shall commence participation as soon as administratively feasible following the date on which the Employee completes his or her 1,000th Hour of Service during the applicable computation period, but no later than the 2nd payroll period following the date on which the Employee meets such requirements.

3.21 Employee shall mean any person who is treated as a common law employee by the Employer; provided, however, that an individual who is reclassified as a common law employee on a retroactive basis shall not be treated as having been an Employee for purposes of the Plan for any period prior to the date he or she is so reclassified. Employee shall also mean any Leased Employee deemed to be an Employee of the Employer under the provisions of this Plan and any Employee of an Affiliated Employer. However, only those Eligible Employees of the Employer and Affiliated Employers adopting this Plan shall be eligible to participate in the Plan.

3.22 Employer shall collectively mean the Sponsor and Affiliated Employers. All references to Employer shall be applied to all Affiliated Employers as if they were one Employer.

3.23 Employer Stock shall mean the voting common stock of the Sponsor actively traded on the National Association of Securities Dealers Automated Quotations System ("NASDAQ"), which stock is Qualifying Employer Securities (as defined in Section 24.01) that is readily tradable on an established securities market.

3.24 ERISA shall mean the Employee Retirement Income Security Act of 1974, as amended.

3.25 Fiduciary(ies) shall mean persons, corporations, partnerships, committees or other entities as described in Section 3(21)(A) of ERISA who exercise any discretionary authority or control over the Plan, the Plan assets or the administration of the Plan and Trust, or render investment advice for a fee or other consideration.

3.26 Forfeiture shall mean the portion of a Participant's Matching Contribution Account, Whitney Profit Sharing Account, or HHC Safe Harbor Matching Account which is not vested. A Forfeiture shall occur on the earlier of (a) the distribution of the entire vested portion of such account, or (b) the last day of the Plan Year in which the Participant incurs five consecutive one-year Breaks in Service.

3.27 Fund shall mean the Hancock Holding Company 401(k) Savings Trust maintained pursuant to the terms of Article I, XX, XXI and XXII of this Plan and Trust Agreement. The terms "Trust" and "Trust Fund" shall have the same meaning as the term "Fund."

3.28 Hancock Profit Sharing Contribution Account shall mean the account established on behalf of each Participant who received a contribution under the predecessor Hancock Profit Sharing Plan.

3.29 HHC Safe Harbor Contribution shall mean a contribution made pursuant to Section 7.02.

3.30 HHC Safe Harbor Contribution Account or HHC Safe Harbor Matching Account shall mean the account established on behalf of each Participant who receives a contribution pursuant to Section 7.02.

3.31 Highly Compensated Employee shall mean:

(a) any Employee of the Employer who was a more than 5% owner (as defined in Section 416 of the Code) at any time during the Plan Year for which the determination is being made (the "determination year") or the preceding Plan Year (the "look-back year"); and

(b) any Employee in the determination year who, for the look-back year, had Section 415 Compensation in excess of $120,000, as adjusted for inflation in accordance with Section 414(q)(1)(B) of the Code.

A former Employee shall be treated as a Highly Compensated Employee if such Employee was a Highly Compensated Employee when such Employee separated from Service or if such Employee was a Highly Compensated Employee at any time after attaining age 55.

3.32 Hour of Service shall mean:

(a) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours shall be credited to the Employee for the computation period in which the duties are performed, provided the Employer may apply a rule of convenience for any pay period that crosses two calendar years;

(b) each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service shall be credited under this paragraph for any single continuous period (whether or not such period occurs in a single

computation period). For purposes of this paragraph Hours of Service shall be determined by dividing the payments received or due for reasons other than the performance of duties by (i) for hourly Employees the Employee's most recent hourly rate of compensation, or (ii) for Employees on a fixed rate for a specified period (e.g., days, weeks, or months), the rate of compensation for a specified period of time divided by the number of hours regularly scheduled for the performance of duties during such period of time; or (iii) if an Employee's compensation is not determined on the basis of a fixed rate for specified periods of time, the lowest rate of compensation paid to Employees in the same job classification as the Employee or, if there are no Employees in the same job classification, the minimum wage as established from time to time under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended. Hours under this paragraph shall be calculated and credited pursuant to Section 2530.200b-2(b) and (c) of the Department of Labor Regulations which are incorporated herein by this reference; and

(c) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. These Hours of Service shall be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

(d) For purposes of determining if a Break in Service has occurred, Hour of Service shall also mean each Hour of Service which otherwise would normally have been credited to an Employee who is absent from work by reason of the pregnancy of the Employee, the birth of a child of the Employee, the placement of a child with the Employee in connection with the adoption of such child by such Employee, or for purposes of caring for such child for a period beginning immediately following such birth or placement. In the event the number of Hours of Service which otherwise would have been credited to such Employee but for such absence cannot be determined, then the Employee shall receive credit for eight Hours of Service per day of such absence. No more than 501 Hours of Service shall be credited under this paragraph (d) by reason of any pregnancy or placement. The hours described in this paragraph (d) shall be treated as Hours of Service only (i) in the Plan Year in which the absence from work begins, if a Participant would be prevented from incurring a Break in Service in such year solely because the period of absence is treated as Hours of Service in that year, or (ii) in any other case, in the immediately following Plan Year. In order to receive credit for Hours of Service under this paragraph (d), the Employee shall furnish to the Plan Administrator a statement from a duly licensed physician that the leave was taken by reason of the birth of the child and specifying the length of absence recommended by the physician. In the event of the adoption of a child, the Plan Administrator shall require such proof as deemed necessary to certify the reason for the absence.

(e) Hours of Service shall be credited for employment with Affiliated Employers.

The same Hour of Service shall not be credited both under paragraph (a) or paragraph (b), as the case may be, and under paragraph (c).

3.33 Investment Committee shall mean the Benefits Investment Committee, a subcommittee of the Benefits Committee appointed by the Sponsor, designated to select the options for investing the assets of the Trust Fund pursuant to the provisions of Article XXI of the Plan.

3.34 Investment Manager shall mean any person, firm or corporation, other than the Trustee or the Plan Administrator, who has been or may be appointed to manage and invest all or a portion of the assets of the Fund in accordance with the provisions of Section 21.08.

3.35 Key Employee shall mean any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date was an officer of the Employer having annual compensation greater than $175,000 (as adjusted under Section 416(i)(1) of the Code), a 5% owner of the Employer, or a 1% owner of the Employer having annual compensation of more than $150,000. For this purpose, annual compensation means Section 415 Compensation. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable Treasury Regulations and other guidance of general applicability issued thereunder.

3.36 Leased Employee shall mean any individual who is not an Employee of the Employer and who, pursuant to an agreement between the Employer and a leasing organization, has performed service for the Employer (or for the Employer and related persons as defined in Section 414(n)(6) of the Code) on a substantially full-time basis for a period of at least one (1) year and such services are performed under the primary direction or control of the Employer. Any contributions or benefits provided by the leasing organization which are attributable to services performed for the Employer shall be treated as provided by the Employer. Once a Leased Employee has performed services on a substantially full-time basis for a one year period, he or she shall be considered an Employee of the Employer for purposes of this Plan. Years of Service for the entire period for which the Leased Employee performed services for the Employer shall be taken into account for determining Years of Service under this Plan. Notwithstanding anything in this Section 3.36, A Leased Employee shall not be considered an employee of the Employer (or Affiliated Employer) if: (i) such employee is covered by a money purchase pension plan providing (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Section 415(c)(3) of the Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Sections 125, 402(e)(3), 402(h) or 403(b) of the Code, (2) immediate participation, and (3) full and immediate vesting; and (ii) Leased Employees do not constitute more than 20% of the recipient's non-highly compensated workforce. For this purpose, non-highly compensated workforce means the aggregate number of individuals (other than Highly Compensated Employees) who are (a) Employees of the Employer (without regard to this Section) and who have performed Services for the Employer (or for the Employer and related persons) on a substantially full time basis for at least one year, or (b) Leased Employees of the Employer (without regard to the Safe Harbor under this Section).

3.37 Limitation Year shall mean the 12-consecutive month period beginning on January 1. The Limitation Year may only be changed by amendment to the Plan; however, in the event the Plan is terminated, the effective date of such termination shall be deemed the last day of the Limitation Year without the necessity of further action.

3.38 Matching Contribution shall mean the Employer's contribution based on the Participant's Elective Deferrals for Plan Years prior to January 1, 2013.

3.39 Matching Contribution Account shall mean the account established on behalf of each Participant to which shall be credited the amount of the Employer's Matching Contribution and Forfeitures of other Matching Contribution Accounts allocated to the Participant and Net Earnings thereon.

3.40 Net Earnings shall mean the net gain or loss of the Trust Fund from investments, as reflected by income received, realized and unrealized gains and losses on securities or other investments of the Trust, other investment transactions and expenses paid by the Trust.

3.41 Non-Highly Compensated Employee shall mean an Employee of the Employer who is not a Highly Compensated Employee.

3.42 Non-Key Employee shall mean any Employee of the Employer (including Beneficiaries of such Employee) who is not a Key Employee.

3.43 Normal Retirement Date shall mean the first day of the month coinciding with or preceding the later of the Participant's 65th birthday, or the fifth anniversary of the date the Participant first commenced participation in the Plan. If the Employer requires an Employee to retire upon reaching a certain age, the Normal Retirement Date may not exceed that mandatory retirement age.

3.44 Participant shall mean an Eligible Employee who has met all of the eligibility requirements of this Plan and has not become ineligible to participate. A Participant includes a terminated Eligible Employee whose participation in the Plan has not ceased pursuant to Article VI of the Plan.

3.45 Plan shall mean the Hancock Holding Company 401(k) Savings Plan.

3.46 Plan Administrator shall mean Whitney Bank, acting through its Human Resources Department, unless otherwise expressly provided herein. The Plan Administrator is hereby designated as agent for service of legal process on the Plan.

3.47 Plan Year shall mean the 12-consecutive month period beginning on January 1 and each anniversary thereof.

3.48 Qualified Domestic Relations Order (Order) shall mean any judgment, decree, or order (including approval of a property settlement agreement) which (a) is made pursuant to a state domestic relations law (including a community property law); (b) relates to the provision of child support, alimony payments, or marital property rights to a Spouse, former Spouse, child, or other dependent of a Participant; and (c) creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under this Plan. The Plan Administrator shall determine, pursuant to the provisions of this Plan, if a domestic relations order received by the Plan is a Qualified Domestic Relations Order.

3.49 Qualified Military Service shall mean any service in the uniformed services (as defined in Chapter 43 of Title 38, United States Code) by any Employee if such Employee is entitled to reemployment rights under such chapter with respect to such service.

3.50 Rollover Account shall mean the account established on behalf of a Participant under the provisions of Section 7.04(a) of this Plan.

3.51 Section 415 Compensation shall include the following:

(a) the Participant's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer to the extent that the amounts are includable in gross income (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements, or other expense allowances under a nonaccountable plan (as described in Section 1.62-2(c) of the Treasury Regulations);

(b) amounts described in Sections 104(a)(3), 105(a) and 105(h) of the Code, but only to the extent that these amounts are includable in the gross income of the Employee;

(c) amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that at the time of the payment it is reasonable to believe that these amounts are not deductible by the Employee under Section 217 of the Code;

(d) the value of a non-qualified stock option granted to an Employee by the Employer, but only to the extent that the value of the option is includable in the gross income of the Employee for the taxable year in which granted;

(e) the amount includable in the gross income of an employee upon making the election described in Section 83(b) of the Code; and

(f) any Elective Deferrals under this Plan and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includable in the gross income of the Employee by reason of Section 125(a), 132(f)(4), 402(e), 402(h), 402(k), or 457(b) of the Code.

Section 415 Compensation shall exclude the following:

(a) contributions made by the Employer to any plan of deferred compensation (other than those described in (f) above) to the extent that, before the application of the limitations under Section 415 of the Code to that plan, the contributions are not includable in the Employee's gross income for the taxable year in which contributed; Employer contributions under a simplified employee pension to the extent such contributions are deductible by the Employee; any distributions from a plan of deferred compensation regardless of whether such amounts are includable in the gross income of the Employee when distributed;

(b) amounts realized from the exercise of a non-qualified stock option or when restricted stock (or property) held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(c) amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and

(d) other amounts which received special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includable in the gross income of the Employee), or contributions made by the Employer (whether or not under a salary reduction agreement) towards the purchase of any annuity contract described in Section 403(b) of the Code (whether or not the contributions are excludable from gross income of the Employee).

In order to be taken into account for a Limitation Year, Section 415 Compensation must be actually paid or made available to an Employee (or, if earlier, includible in the gross income of the of the Employee) within the Limitation Year. For this purpose, Section 415 Compensation is treated as paid on a date if it is actually paid on that date or it would have been paid on that date but for an election under Section 125, 132(f)(4), 401(k), 403(b), 408(k), 408(p)(2)(A)(i), or 457(b) of the Code. In order to be taken into account for a Limitation Year, Section 415 Compensation, except as provided below, must be paid or treated as paid to the Employee prior to Severance from Employment with the Employer.

Section 415 Compensation shall include certain payments made within 2½ months following the Employee's Severance from Employment. Such payments include payments that, absent a Severance from Employment, would have been paid to the Employee while the Employee continued in employment with the Employer and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation. Any other payments after the Employee's Severance from Employment shall not be considered Section 415 Compensation.

Section 415 Compensation for a Year of Service shall not include any Compensation in excess of the limitation under Section 401(a)(17) of the Code that is in effect for the calendar year in which such Year of Service began.

3.52 Service shall mean employment as an Employee of the Employer or Affiliated Employer. However, no Service shall be counted for benefit, eligibility, or vesting purposes for the period prior to the date an Affiliated Employer becomes an Affiliated Employer, unless otherwise provided herein.

Service shall also include:

(a) Employment with Peoples First Community Bank for all former employees of such entity who became Employees of the Employer on January 1, 2010, for purposes of eligibility to participate and vesting.

(b) Service with Whitney Holding Corporation, Whitney National Bank, Berwick LLC, and Common Street Corp, shall count for purposes of eligibility to participate and vesting for Employees employed on June 4, 2011.

Service credit with respect to Qualified Military Service shall be provided in accordance with Section 414(u) of the Code. Any period of leave under the Family and Medical Leave Act of 1993 (FMLA) shall be counted as Service for eligibility and vesting purposes under this Plan to the extent required by the FMLA.

3.53 Severance from Employment shall mean when the Employee ceases to be an Employee of the Employer maintaining this Plan. An Employee does not have a Severance from Employment if, in connection with a change of employment, the Employee's new employer maintains such plan with respect to the Employee.

3.54 Sponsor shall mean Hancock Holding Company. The Sponsor is a C-corporation as such term is defined under Section 1361(a)(2) of the Code.

3.55 Spouse shall mean, effective between June 26, 2013 and September 15, 2013, an individual (including an individual of the same sex) who is legally married to a Participant under the laws of the state in which the couple resides. Effective September 16, 2013, Spouse shall mean an individual (including an individual of the same sex) who is legally married to a Participant under state law, regardless of the state where the couple resides. For purposes of this Section 3.55, "state" means any U.S. state, the District of Columbia, a U.S. territory, or foreign jurisdiction having the legal authority to sanction marriages.

3.56 Top Heavy Plan shall mean this Plan for any Plan Year if, (a) the top-heavy ratio for this Plan exceeds 60% and this Plan is not part of any required Aggregation Group or permissive Aggregation Group; (b) this Plan is a part of a required Aggregation Group but not part of a permissive Aggregation Group and the Top-Heavy Ratio for the required Aggregation Group exceeds 60%; and (c) this Plan is a part of a required Aggregation Group and part of a permissive Aggregation Group and the Top-Heavy Ratio for the permissive Aggregation Group exceed 60%.

3.57 Top Heavy Ratio shall mean the following:

(a) If the Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and the Employer has not maintained any defined benefit plan which during the five-year period ending on the Determination Date(s) has or has had accrued benefits, the top-heavy ratio for this Plan alone or for the required or permissive Aggregation Group as appropriate is a fraction, the numerator of which is the sum of the account balances of all Key Employees as of the Determination Date(s) (including any part of any account balance distributed in the one-year period ending on the Determination Date(s)) (five-year period ending on Determination Date in the case of a distribution made for a reason other than Severance from Employment, death or Disability), and the denominator of which is the sum of all account balances (including any part of any account balance distributed in the one-year period ending on the Determination Date(s)) (five-year period ending on Determination Date in the case of a distribution made for a reason other than Severance from Employment, death or Disability), both computed in accordance with Section 416 of the Code and Treasury Regulations thereunder. Both the numerator and denominator of the Top-Heavy Ratio are increased to reflect any contribution not actually made as of the Determination Date, but which is required to be taken into account on that date under Section 416 of the Code and Treasury Regulations thereunder.

(b) If the Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and the Employer maintains or has maintained one or more defined benefit plans which during the five-year period ending on the Determination Date(s) has or has had any accrued benefits, the Top-Heavy Ratio for any required or permissive Aggregation Group, as appropriate, is a fraction, the numerator of which is the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees, determined in accordance with (a) above, and the present value of accrued benefits under the aggregated defined benefit plan or plans for all Key Employees as of the Determination Date(s), and the denominator of which is the sum of the account balances under the aggregated defined contribution plan or plans for all Participants, determined in accordance with (a) above, and the present value of accrued benefits under the defined benefit plan or plans for all Participants as of the Determination Date(s), all determined in accordance with Section 416 of the Code and the Treasury Regulations thereunder. The accrued benefits under a defined benefit plan in both the numerator and denominator of the Top-Heavy Ratio are increased for any distribution of an accrued benefit made in the one-year period ending on the Determination Date (five-year period ending on Determination Date in the case of a distribution made for a reason other than Severance from Employment, death or Disability).

(c) For purposes of (a) and (b) above the value of account balances and the present value of accrued benefits will be determined as of the most recent Valuation Date that falls within or ends with the twelve-month period ending on the Determination Date, except as provided in Section 416 of the Code and the Treasury Regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a Participant (i) who is not a Key Employee but who was a Key Employee in a prior year, or (ii) who has not been credited with at least one Hour of Service with any Employer maintaining the plan at any time during the one-year period ending on the Determination Date will be disregarded. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Section 416 of the Code and Treasury Regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the top-heavy ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the Determination Dates that fall within the same calendar year.

The accrued benefit of a Participant other than a Key Employee shall be determined under (a) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or (b) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Section 411(b)(1)(C) of the Code. The present value of benefits in a defined benefit plan shall be determined under the provisions of the defined benefit plan.

3.58 Transfer Account shall mean the account established on behalf of a Participant under the provisions of Section 7.04(b) of this Plan.

3.59 Trustee shall mean Whitney Bank and any successor thereto.

3.60 USERRA shall mean the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, and the regulations promulgated thereunder.

3.61 Valuation Dates shall mean the last day of each month or any other date selected by the Plan Administrator. In the event the account recordkeeping is maintained on a daily recordkeeping basis, Valuation Date for purposes of such account shall mean each business day that the applicable trading market and the Plan's recordkeeper are open for business.

3.62 Whitney 401(k) Plan shall mean the Whitney Bank Savings Plus Plan.

3.63 Whitney Profit Sharing Account shall mean an account established on behalf of each Participant who did not meet the Rule of 50 requirements under the Whitney Bank Pension Plan or its predecessor and received a profit-sharing contribution under the Whitney 401(k) Plan or its predecessor.

3.64 Whitney Safe Harbor Account shall mean an account established on behalf of each Participant in the Whitney 401(k) Plan or its predecessor who received a safe harbor matching contribution pursuant to the terms of such plan.

3.65 Whitney Thrift Incentive Account shall mean the account maintained with respect to a Participant's interest in the Whitney Thrift Incentive Plan determined as of December 31, 1993, and adjusted for earnings, gains and losses since such date.

3.66 Year of Service shall mean a Plan Year during which an Employee has completed not less than 1,000 Hours of Service. For all purposes of this Plan, Years of Service shall be determined under the Plan as it exists at any one time.

ARTICLE IV
PLAN ADMINISTRATION

4.01 Administrators/Named Fiduciaries. The Plan and its investments shall be subject to discretionary administration as follows:

(a) By the Plan Administrator, as to the determination of benefits hereunder, including all determinations and matters incident thereto;

(b) By the Investment Committee as to the designation, monitoring, addition, and substitution of the investment funds available hereunder, from time to time;

(c) By the Investment Committee as to the duties and obligations imposed under Section 404(c) of ERISA.

Each such administrator shall be considered a "Named Fiduciary" (as defined in Section 402(a)(2) of ERISA) and shall possess the discretionary power and authority to take such actions as may be reasonably required to discharge the powers and duties assigned hereunder. Notwithstanding any provision of the Plan to the contrary, each such fiduciary shall possess the authority to delegate to the appropriate officers and employees of Whitney Bank such power and authority as it deems necessary or appropriate. Any such delegation may be made orally or in writing and may be a standing delegation.

4.02 Communications. The Plan Administrator shall determine the methods to be used for notifications, approvals, elections, reports and any documents and communications required under ERISA and the Code in accordance with ERISA and the Code and regulations thereunder; and any provisions in this Plan requiring such items to be written shall mean written or any other method approved by the Plan Administrator, including electronic communications.

4.03 Additional Duties and Authority of Plan Administrator. In addition, the Plan Administrator shall have full power, authority and discretion within the limits provided by the Plan:

(a) to determine all questions arising in the Plan's administration, including the interpretation of all Plan provisions and the power to determine the rights or eligibility of Employees and Participants and to determine the amount, manner and time of payment of any benefits and matters involving distributions from the Trust in accordance with the terms of the Plan, and its decision shall be final and binding upon all persons hereunder;

(b) to adopt such rules as it may deem reasonably necessary for the proper and efficient administration of the Plan and consistent with its purposes;

(c) to sign all forms, reports, letters or other documents that may be required;

(d) to enforce the Plan in accordance with its terms and to appoint and employ individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal and actuarial counsel;

(e) to establish a funding policy;

(f) to prepare and distribute within the time prescribed by law such forms and information concerning the Plan as may be required by ERISA or other applicable law;

(g) to do all other acts necessary or desirable for the proper and advantageous administration of the Plan; and

(h) to direct the Trustee with respect to the maturity of benefits and all matters involving distributions from the Trust.

4.04 Claims Procedure. This Section 4.04 includes the claims procedures that are applicable to benefits payable under this Plan. These claims procedures shall not be administered in a way that unduly inhibits or hampers the initiation or processing of Claims for Benefits. Payment of a fee or cost as a condition to making a Claim For Benefits or to appealing an Adverse Benefit Determination is not permitted.

The Plan Administrator (or its designee) shall prepare and provide forms and methods, including providing notice of electronic and other resources for making a Claim, for Participants and Beneficiaries to use to make a Claim For Benefits under the Plan. Such forms and methods shall be provided to Participants and Beneficiaries as soon as possible following the date the individual is entitled to a benefit under the Plan or upon request. The Claimant shall file a Claim For Benefits with the Whitney Bank Human Resources Department. Upon receipt of a Claim For Benefits, the Plan Administrator or its designee shall determine the right of the Claimant to the requested benefit in accordance with the terms of the Plan.

If a Claim For Benefits is approved by the Plan Administrator, the benefits shall be distributed to the Participant or Beneficiary under the provisions of the Plan.

If a Claim For Benefits is wholly or partially denied, the Plan Administrator shall notify the Claimant of the Plan's Adverse Benefit Determination within a reasonable period of time, but not later than 90 days after receipt of the Claim For Benefits by the Plan, unless the Plan Administrator determines that special circumstances require an extension of time for processing the Claim For Benefits. If the Plan Administrator determines that an extension of time is required, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the benefit determination. The time period within which a benefit determination is required to be made shall begin at the time a Claim For Benefits is filed with the Plan, without regard to whether all the information necessary to make a benefit determination accompanies the filing.

The notification of an Adverse Benefit Determination shall set forth the following information in a manner calculated to be understood by the Claimant:

(a) The specific reason or reasons for the Adverse Benefit Determination;

(b) Reference to the specific Plan provisions on which the determination is based;

(c) A description of additional material or information necessary for the Claimant to perfect the Claim For Benefits and an explanation of why such material or information is necessary; and

(d) A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an Adverse Benefit Determination on review.

A Claimant shall have a reasonable opportunity to appeal an Adverse Benefit Determination to the Appeals Committee and there will be a full and fair review of the Claim For Benefits and the Adverse Benefit Determination. For these purposes, the following review and appeal procedures shall apply:

(a) Claimant shall be provided 60 days following receipt of a notification of Adverse Benefit Determination within which to appeal the determination;

(b) Claimant shall be provided the opportunity to submit written comments, documents, records and other information relating to the Claim For Benefits;

(c) Claimant shall be provided, upon request and free of charge, reasonable access to, and copies of all documents, records and other information relevant to the Claimant's Claim For Benefits; and

(d) A review shall be provided that takes into account all comments, documents, records and other information submitted by the Claimant relating to the Claim For Benefits, without regard to whether such information was submitted or considered in the initial benefit determination.

If the Claimant requests a review of an Adverse Benefit Determination, the Appeals Committee shall perform the review in accordance with the preceding paragraph and notify the Claimant of the determination made with regard to the review within a reasonable period of time. Such notification must be made not later than 60 days after receipt of the Claimant's request for review by the Plan, unless the Appeals Committee determines that special circumstances require an extension of time for processing the Claim For Benefits. If the Appeals Committee determines that an extension of time for processing is required, written Notice of the extension shall be furnished to the Claimant prior to the termination of the initial 60 day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the dates by which the Plan expects to render the determination on review.

The Appeals Committee shall provide the Claimant with notification of the Plan's benefit determination on review. In the case of an Adverse Benefit Determination, the notification shall set forth the following information, in a manner calculated to be understood by the Claimant:

(a) The specific reason or reasons for the Adverse Benefit Determination;

(b) Reference to the specific Plan provisions on which the benefit determination is based;

(c) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of, all documents, records, and other information relevant to the Claimant's Claim For Benefits; and

(d) A statement of the Claimant's right to bring an action under Section 502(a) of ERISA.

Upon the exhaustion of the administrative remedies provided herein, a Claimant shall be entitled to pursue such additional remedies as may be available under Section 502(a) of ERISA, provided that any such action is undertaken not more than two years from the day the final Adverse Benefit Determination on the Claim For Benefits was notified (or from the last day (including any extension) that the final Adverse Benefit Determination could have been timely notified) by the Appeals Committee.

4.05 Bond. The Employer shall provide all bonding necessary to cover the Plan Administrator and any Fiduciary appointed by the Plan Administrator and may provide Fiduciary insurance for any potential liability, including liability or losses occurring by reason of the act or omission of the Plan Administrator.

4.06 Reliance on Information. The Plan Administrator may rely on all information supplied by the Employer and shall have no duty to verify such information.

4.07 Sponsor Responsibility. The Sponsor shall provide all necessary clerical and bookkeeping help and facilities that may be necessary to enable the Plan Administrator to perform its functions hereunder and shall pay all costs thereof. The Plan Administrator may appoint consultants, accountants or other assistants, including the Trustee with its consent, to perform any nondiscretionary functions of the Plan Administrator under its supervision and upon its direction and the costs shall be paid by the Employer or the Plan, as determined by the Employer.

ARTICLE V
ELIGIBILITY, DEFERRAL ELECTION AND DEFERRAL LIMITATION

5.01 Eligibility. Any Eligible Employee who has completed 60 days of continuous service and attained age 18 shall commence participation as soon as administratively feasible following the date on which the Employee meets such requirements, but no later than the second payroll period following such date.

5.02 Rehires. A former Participant (whether or not such Participant had a vested interest) shall become a Participant immediately upon reemployment as an Eligible Employee. An Employee who terminates employment after meeting the Plan's eligibility requirements, but before becoming a Participant, shall, upon reemployment as an Eligible Employee, become a Participant on the later of the date he or she would have entered the Plan had he or she not terminated employment or the date of such reemployment.

5.03 Change of Employee Classification. In the event a Participant becomes ineligible to participate because he or she is no longer an Eligible Employee, but has not incurred a Break in Service, such Employee shall participate immediately upon again becoming an Eligible Employee. Such Employee's accounts shall remain in the Plan and share in Net Earnings of the Trust Fund until distribution under the provisions of this Plan at the time the Employee retires, dies, becomes disabled or otherwise experiences a Severance from Employment.

In the event an Employee who is not an Eligible Employee becomes an Eligible Employee, such Employee shall participate immediately if such Employee has satisfied the age and Service requirements and would have otherwise previously become a Participant.

5.04 Deferrals. Each Participant may elect to defer a portion of his or her Compensation for each Plan Year, and his or her Compensation shall be reduced by the amount he or she elects to defer. Such deferral may be made as a whole percentage of Compensation or as a flat dollar amount. Effective January 1, 2016, flat dollar deferral elections shall no longer be allowed.

5.05 Automatic Deferrals. Each Participant who has failed to make an election to defer a portion of his or her Compensation shall be automatically enrolled in the Plan upon meeting the eligibility requirements. The amount of a Participant's automatic deferrals shall be calculated as follows:

(a) The deferral of 3% of Compensation, which amount shall be deferred during the Plan Year in which the Participant commences participation;

(b) The deferral of 4% of Compensation, which amount shall be deferred during the entire Plan Year that contains the first anniversary date of the commencement of the Participant's participation;

(c) The deferral of 5% of Compensation, which amount shall be deferred during the entire Plan Year that contains the second anniversary date of the commencement of the Participant's participation; and

(d) The deferral of 6% of Compensation, which amount shall be deferred during the entire Plan Year that contains the third anniversary date of the commencement of the Participant's participation and during each subsequent Plan Year until the Participant affirmatively elects otherwise in accordance with Sections 5.04 and 5.06.

5.06 Revocation/Change. Any Participant who does not wish to defer or who desires to defer a different percentage may make an affirmative election to defer 0% or a different percent of Compensation prior to the commencement of automatic deferrals. Any Participant shall be permitted to make an election changing his or her automatic deferrals at any time, provided that amounts previously deferred shall not be returned to the Participant unless such Participant provides a written request to the Plan Administrator for the return of the automatic deferrals within 90 days of the making of the first deferral.

5.07 Deferral Limitations. Except as provided in the following paragraph, no Participant shall be permitted to have Elective Deferrals made under this Plan, or any other qualified plan maintained by the Employer during any taxable year, in excess of the dollar limitation contained in Section 402(g) of the Code in effect for such taxable year; and no Participant may defer an amount that will cause the Plan to violate the provisions of Section 7.04 of this Plan. The dollar limit is $18,000 for 2017. Amounts returned under the provisions of Section 7.05 of this Plan shall not be included for purposes of these limitations.

5.08 Catch-up Contributions. All Participants who are eligible to make Elective Deferrals under this Plan and who have attained age 50 before the close of their taxable year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code and Treasury Regulations thereunder. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Sections 401(a)(4), 401(k)(3), 410(b) or 416 of the Code, as applicable, by reason of the making of such catch-up contributions.

5.09 Crediting of Deferrals. The amount by which the Participant's Compensation is reduced, including any catch-up contributions, shall be that Participant's Elective Deferral and shall be contributed to the Plan by the Employer and allocated to the Participant's Elective Deferral Account. The Plan Administrator may establish rules and procedures to facilitate the administration of Elective Deferrals, including but not limited to rules regarding minimum and/or maximum amounts of Elective Deferrals and a default investment fund for small amounts of Elective Deferrals.

5.10 Form of Elections. Elections under this Article shall be made by each Participant in writing or in a method provided by the Plan Administrator. All elections to defer or to change or revoke an election will be implemented as soon as administratively practicable.

5.11 Testing. Effective for Plan Years beginning on or after January 1, 2013, Elective Deferrals will not be subject to the discrimination tests that would have the effect of limiting contributions to Highly Compensated Employees, provided the Plan meets the requirements of a safe harbor plan pursuant to Section 401(k)(13) of the Code, Treasury Regulations under Sections 401(k) and 401(m) of the Code, IRS Notices 98-52 and 2000-3, and other IRS guidance.

For any Plan Year in which the Plan fails to satisfy the safe harbor plan requirements of Section 401(k)(13) of the Code, the Elective Deferral contributions made during such Plan Year must satisfy the nondiscrimination testing requirements under Section 401(k)(3) of the Code and Section 1.401(k)-2 of the Treasury Regulations, which are incorporated herein by reference.

For Plan Years beginning before January 1, 2013, nondiscrimination testing was performed using the current year method.

ARTICLE VI
PARTICIPATION

6.01 Terms of Plan. All Participants shall be bound by the terms of the Plan. Any person who does not wish to be a Participant must make a 0% deferral election and request a return of any automatic deferrals within 90 days of the first deferral.

6.02 Cessation of Participation. Participation in the Plan shall cease upon a Participant ceasing Service with the Employer and the full distribution of the Participant's accounts. When an Employee fails to return to Service with the Employer by the date on which a layoff or authorized leave of absence expired, the Employee shall be considered as terminating Service on that date and the normal Break in Service rules shall apply.

ARTICLE VII
CONTRIBUTIONS

7.01 Elective Deferrals. For each Plan Year, the Employer shall contribute the Elective Deferrals of all Participants for the Plan Year to the Trust Fund on the earliest date the employer can reasonably segregate these amounts from its general assets, but in no event later than the fifteenth business day of the month following the month in which the employer withheld the contributions from the Employee's paycheck.

7.02 HHC Safe Harbor Contributions. In addition to Elective Deferrals, the Employer shall make an HHC Safe Harbor Contribution each Plan Year on behalf of each Participant making Elective Deferrals under the Plan of 100% of the first 1% of Elective Deferrals and 50% of the next 5% of Elective Deferrals. HHC Safe Harbor Contributions shall be made no less frequently than quarterly.

7.03 Rollovers/Transfers. Rollover amounts and transferred amounts may be accepted under the following provisions:

(a) Rollover Accounts. The Plan Administrator may accept rollover amounts or direct transfers of an eligible rollover distribution from:

(i) a qualified plan described in Section 401(a) or 403(a) of the Code, excluding after-tax and designated Roth employee contributions;

(ii) an annuity contract described in Section 403(b) of the Code; excluding after-tax and designated Roth employee contributions,

(iii) an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(iv) an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includable in gross income.

All amounts rolled over to this Plan shall be in cash. The Trustee may require the Employee to establish that the amounts to be rolled over to the Trust meet all Code requirements. The Employee may be required to provide information regarding the amounts to be rolled over that will allow the Plan Administrator to reasonably conclude that the contribution is a valid rollover contribution. This information may include a determination letter with regard to the distributing plan. In the event the Plan Administrator reasonably concludes that the contribution is a valid rollover and later determines that the rollover is an invalid rollover, the amount of the invalid rollover, plus any earnings attributable thereto, shall be distributed to the Employee within a reasonable time after such determination. Amounts rolled over to this Plan on behalf of an Employee shall be placed in a Rollover Account for that Employee and shall be fully vested. Said account shall be invested jointly with the other assets and share in net earnings of the Fund when so invested, but shall not participate in Employer contributions. Such rollovers shall not be considered Annual Additions under Section 7.04 of this Plan. Upon an Employee's entitlement to benefits under this Plan, the value of his or her Rollover Account or Accounts shall be distributed to him or her under the provisions of this Plan. A Rollover Account may be distributed for reasons of hardship under 11.05 of this Plan. Rollover Contributions under this Section shall be accepted for Employees who have completed at least one Hour of Service with the Employer.

(b) Transfer Account. In addition to rollovers and transfers described in the preceding paragraph, the Plan Administrator may accept direct transfers of assets from the trustees of other qualified plans of entities whose employees become Employees of the Employer as a result of a merger or acquisition of the entity with or by an Employer under this Plan; and such transfers may be made without the written consent of the Employee. Such amounts shall be allocated to a separate Transfer Account established on behalf of each such Employee upon transfer from the other qualified plan and shall be subject to all provisions of this Plan, except as otherwise proved in this Section or by amendment to this Plan. Such transfers shall not be considered Annual Additions under Section 7.04 of this Plan.

Accounts transferred from the Whitney 401(k) Plan shall be held in separate accounts except the elective deferral accounts, which may be commingled with elective deferrals under this Plan.

The elective deferral accounts transferred to this Plan from the First State Bank and Trust Company Retirement Savings Plan and the First National Bank of Denham Springs Savings Plan and Trust shall be payable to the Participants upon termination of Service with the Employer. Deferrals allocated to these accounts and earnings credited to these accounts as of December 31, 1988, shall be eligible for Hardship distributions under the provisions of Section 11.05 of this Plan.

7.04 Annual Additions. Except to the extent permitted under Section 5.08 above, if applicable, the maximum Annual Additions (as defined in Section 415(c)(2) of the Code and Treasury Regulations thereunder) that may be made on behalf of any Participant for a Limitation Year shall not exceed the lesser of (a) $54,000, as adjusted or (b) 100% of the Participant's Section 415 Compensation for the Limitation Year. For purposes of these limitations, all defined contribution plans of the Employer and Affiliated Employers shall be treated as one plan.

In determining the maximum Annual Additions to this Plan, Elective Deferrals (except catch-up contributions), Matching Contributions and Forfeitures shall be included. Amounts described in Sections 415(l)(2) and 419A(d)(2) of the Code shall also be included in determining the Annual Additions. The compensation limit referred to in (b) of the first paragraph of this Section 7.04 shall not apply to any contribution for medical benefits (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code) after separation from employment which is otherwise treated as an Annual Addition.

In the event a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive month period, the maximum Annual Addition shall not exceed $54,000, as adjusted multiplied by a fraction, the numerator of which is the number of months in the short Limitation Year and the denominator of which is 12.

7.05 Suspension of Elective Deferrals. The Plan Administrator shall take any reasonable, uniform, and nondiscriminatory action to insure the Annual Additions for a Participant do not exceed the limitations of Section 7.04 for a Limitation Year. These include, but are not limited to the following: (a) Elective Deferrals may be suspended or limited; (b) the Employer's future contribution may be reduced, and/or (c) the allocation of Employer contributions (exclusive of Elective Deferrals) and Forfeitures previously made to the Plan may be suspended or limited. Any amount suspended or limited under (c) in the preceding sentence will be allocated to the remaining Participants who are eligible for an allocation for the Plan Year. This allocation will be made in the accordance with the Plan provisions as if the Participant whose account would otherwise receive the allocation is not eligible for an allocation. The Annual Additions may be further reduced to the extent necessary, as determined by the Plan Administrator to prevent disqualification of the Plan under Section 415 of the Code.

Notwithstanding anything contained herein to the contrary, the limitations, adjustments and other requirements provided in Sections 7.04 and 7.05 shall, at all times, comply with the provisions of Section 415 of the Code and the Treasury Regulations thereunder, the terms of which are specifically incorporated herein by reference and the IRS's Employee Plans Compliance Resolution System, Rev. Proc. 2016-51, as it may be amended or superseded.

7.06 Testing. Effective for Plan Years beginning on or after January 1, 2013, Employer matching contributions will not be subject to the discrimination tests that would have the effect of limiting such contributions to Highly Compensated Employees, provided the Plan meets the requirements of a safe harbor plan pursuant to Section 401(k)(13) of the Code, Treasury Regulations under Sections 401(k) and 401(m) of the Code, IRS Notices 98-52 and 2000-3, and other IRS guidance.

For any Plan Year in which the Plan fails to satisfy the safe harbor plan requirements of Section 401(k)(13) of the Code, the Employer matching contributions made during such Plan Year must satisfy the nondiscrimination testing requirements under Section 401(m)(2) of the Code and Section 1.401(m)-2 of the Treasury Regulations, which are incorporated herein by reference.

For Plan Years beginning before January 1, 2013, nondiscrimination testing was performed using the current year method.

ARTICLE VIII
ALLOCATION OF NET EARNINGS

8.01 Allocation Method. Net Earnings generated by the Participant's directed investments under Section 21.09 (or default investments if no directions are received from the Participant) shall be allocated to the Participant's accounts in accordance with the attributes of the separate investment funds and the Employer Stock fund, in a manner generally consistent with industry standards for daily recordkeeping.

8.02 Equitable/Nondiscriminatory Allocation. The Plan Administrator shall have sole authority to make determinations and resolve issues for purposes of this Article VIII. Should the Plan Administrator determine that the strict application of the foregoing allocation procedures will not result in an equitable and nondiscriminatory allocation among the accounts of Participants, or that another method is appropriate for the purpose, it may modify its procedures for the purpose of achieving an equitable and nondiscriminatory allocation in accordance with the general concepts of the Plan and the provisions of this Article.

8.03 Fees and Expenses. Notwithstanding any provision of this Plan to the contrary, the fees, expenses, commissions, loads, charges and similar deductions associated with investment in any fund offered hereunder shall be deducted from the Net Earnings attributable to each such fund before the allocation of such earnings hereunder; such fees, expenses, commissions, loads, charges and similar deductions need not be uniform with respect to each investment fund. The Employer, in its discretion, may pay or deduct from the assets comprising

the Trust, from time to time, the direct expenses of the Plan, including, without limitation, legal and accounting fees, Trustee's fees and administrative and recordkeeping charges and expenses. If directed by the Employer, the Plan Administrator shall deduct such direct expenses from each Participant's accounts on a pro rata basis. The Plan Administrator shall determine whether individual account expenses, including, without limitation, expenses incurred in connection with a distribution hereunder or the administration of a domestic relations order, shall be treated as and aggregated with other direct expenses of the Plan or borne by each affected individual account.

ARTICLE IX
ALLOCATION OF EMPLOYER CONTRIBUTIONS

9.01 Allocation of Elective Deferrals. Elective Deferrals shall be allocated to the Elective Deferral Account of each Participant as of the Valuation Date coinciding with or next following the date the Elective Deferral is contributed to the Plan. The amount of the allocation shall be equal to the Elective Deferrals of that Participant.

9.02 Allocation of Matching Contributions. The Matching Contributions made prior to January 1, 2013, were allocated to the Matching Contribution Account of each eligible Participant as of the Valuation Date coinciding with or next following the date the Matching Contribution was made to the Plan.

9.03 Allocation of HHC Safe Harbor Contribution. The HHC Safe Harbor Contribution shall be allocated to the HHC Safe Harbor Contribution Account of each eligible Participant as of the Valuation Date coinciding with or next following the date the HHC Safe Harbor Contribution is made to the Plan in the amount specified under Section 7.02 for each such Participant.

ARTICLE X
VESTING

10.01 Fully Vested Accounts. Each Participant's Elective Deferral Account, Hancock Profit Sharing Account, Whitney Rollover Account, Whitney Safe Harbor Account, Transfer Account, Whitney Thrift Incentive Account, and Rollover Account shall be fully vested at all times.

10.02 Vesting due to Retirement, Death or Disability. Each Participant's Matching Contribution Account, Whitney Profit Sharing Account, and HHC Safe Harbor Contribution Account shall be fully vested upon the Participant's attainment of his or her Early or Normal Retirement Date, death or Disability while employed by the Employer.

10.03 Vesting Schedules. If a Participant shall terminate Service with the Employer for any reason other than death, Disability or retirement on or after the Plan's Early or Normal Retirement Date, the Participant shall be entitled to his or her vested interest in the Plan determined based on his or her Years of Service. Such Participant shall be 100% vested in his or her Matching Contribution Account and/or Whitney Profit Sharing Account upon the completion of three Years of Service and shall be 100% vested in his or her HHC Safe Harbor Contribution Account upon the completion of two Years of Service.

10.04 Years of Service. For vesting purposes, a Participant shall receive credit for all Years of Service as determined under the definition of Year of Service in Article III of this Plan, provided that there shall be no requirement to earn 1,000 Hours of Service for purposes of the HHC Safe Harbor Contribution Account.

10.05 Break In Service Rules. In the event a former Participant incurs five consecutive one-year Breaks in Service and is rehired, his post-Break Years of Service shall not be utilized in determining his vested interest in his Matching Contribution Account, Whitney Profit Sharing Account and/or HHC Safe Harbor Contribution Account established prior to his Breaks in Service. Such Participant's pre-Break in Service Years of Service shall be utilized for purposes of vesting the Participant's post-Break Matching Contribution Account and/or HHC Safe Harbor Contribution Account, as applicable.

In the event a Participant does not have five consecutive one-year Breaks in Service, both the pre-break and post-break Service shall count in vesting the pre-break and post-break Matching Contribution Account and/or HHC Safe Harbor Contribution Account, as applicable.

10.06 Forfeitures. Upon termination of Service, the non-vested portion of a Participant's Matching Contribution Account, Whitney Profit Sharing Account and/or HHC Safe Harbor Contribution Accounts, if any, shall be maintained in the Matching Contribution Account, Whitney Profit Sharing Account or HHC Safe Harbor Contribution Account, as applicable, until the Participant has a Forfeiture. On the last day of each Plan Year, prior to making any allocations, the amount of Forfeitures of Matching Contribution Accounts and/or HHC Safe Harbor Contribution Accounts as of that date shall be determined and shall be segregated. Forfeitures from the Matching Contribution Accounts, Whitney Profit Sharing Account and/or, effective January 1, 2015, the HHC Safe Harbor Contribution Accounts shall be utilized to pay Plan expenses or to reduce the amount of subsequent HHC Safe Harbor Contributions. For Plan Years starting on or after January 1, 2013, but before January 1, 2015, Forfeitures of HHC Safe Harbor Contributions could only be used to pay for Plan expenses.

ARTICLE XI
ELIGIBILITY FOR BENEFITS

11.01 Distribution Event. The vested account or accounts of a Participant whose Service with the Employer has been terminated due to retirement on or after his or her Early Retirement Date, Normal Retirement Date, death, Disability or other Severance of Employment, shall become payable on the first day of the month coinciding with or next following the Participant's actual termination of Service. In the event a Participant attains his or her Early Retirement Date or Normal Retirement Date and retires, his or her benefits as of the date he or she retires shall be payable to the Participant under the provisions of this Section even if the Participant is rehired prior to receipt of all of such benefits. Any benefits accruing after such Participant is rehired shall be payable upon the Participant's subsequent termination of Service.

Subject to the provisions of Sections 11.02 and 11.03, distributions shall commence as soon as administratively feasible after the date on which the benefit becomes payable, or, in the case of a benefit requiring a Participant's consent, after the date of receipt of such consent. The amount of the distributions shall be based on the value of the Participant's accounts as of the

Valuation Date preceding the date distributions commence. The Trustee shall have a reasonable time after receiving instructions from the Plan Administrator to make payments in conformity with such instructions and when the payments have been made the Trustee shall advise the Plan Administrator. During the period between the termination of a Participant's Service and the Valuation Date immediately preceding the distribution, the Participant's account or accounts shall continue to share in Net Earnings of the Fund but shall not share in Employer contributions. A Participant shall not receive Net Earnings during the period between such Valuation Date and the date of distribution.

Except as provided in Sections 11.04, 11.05, 11.06, 11.07 and Article XV, no distributions shall be made until a Participant terminates Service with the Employer.

11.02 Small Benefits. In the event the total vested interest of a Participant is not greater than $1,000 (including rollovers and transfers) at the date of distribution of benefits, the entire vested interest of the Participant shall be distributed in a lump sum to the Participant (or to the Participant's Spouse or other Beneficiary if the Participant has died), without regard to the remaining provisions of this Article XI and without regard to the provisions of Article XII, except the direct rollover provisions of Section 12.03 (a "mandatory distribution"). Such a mandatory distribution shall be made without the written consent of the Participant, or without the consent of the surviving Spouse or other Beneficiary if the Participant has died. Such distribution shall be made as soon as administratively feasible after receipt of the Participant's election as to a direct rollover as provided in Section 12.03. In the event no election as to a direct rollover is received from the Participant by the end of the 30-day period following notice to the Participant of his right to elect a direct rollover, distribution shall be made as soon as administratively feasible thereafter in accordance with the default procedure under Section 12.03.

11.03 Deferral of Benefit Payments. In the event the value of a Participant's vested accounts exceeds $1,000 (including rollovers and transfers) and the Participant's benefits are payable prior to the time the Participant attains the later of his or her Normal Retirement Date or age 62, the Participant must consent in writing to the distribution. Such consent must be obtained in writing within the 180-day period ending on the distribution date.

The Plan Administrator shall notify the Participant of the right to defer any distribution. The notification shall include a description of a Participant's right, if any, to defer receipt of a distribution and the consequences of failing to defer receipt of the distribution. Such notification shall include a general description indicating the investment options available under the Plan (including fees) that will be available if distributions are deferred and an explanation of any special rules that might materially affect a Participant's decision to defer and shall be provided no less than 30 days and no more than 180 days prior to the distribution date. The consent of the Participant is not required if a distribution is required under Section 401(a)(9) or Section 415 of the Code. Such distribution may commence less than 30 days after the notice is given, provided that:

(a) the Plan Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and

(b) the Participant after receiving the notice, affirmatively elects a distribution.

11.04 Payment of Benefits. Unless a Participant elects otherwise, payment must begin not later than the 60th day after the close of the Plan Year in which the latest of the following events shall occur: (a) the Participant reaches the earlier of age 65 or Normal Retirement Date, (b) the termination of the Participant's Service with the Employer, or (c) the tenth anniversary of the year in which the Participant commenced participation in the Plan. However, the failure of a Participant to consent to a distribution as required under Section 11.02 shall be deemed to be an election to defer payment of any benefit sufficient to satisfy this paragraph.

In all events, distributions must commence no later than the Participant's Required Beginning Date as defined in Article XIII.

11.05 Primary In-service Distributions. Distributions may be made prior to termination of a Participant's Service only if the distribution is required under Section 11.04 or allowed under this Section 11.05 or Section 11.06, 11.07 or Article XV. Effective January 1, 2016, withdrawals made under this Section 11.04 must be made in amounts of at least $100.

(a) Single Sum Withdrawal. Single sum withdrawals from a Participant's Rollover Account may be made at any time. Participants may make single sum withdrawals from their other accounts under the Plan after attaining age 59½ and before termination of Service. Withdrawals under this paragraph shall not exceed the vested portion of such accounts. Such withdrawals shall not affect an Employee's participation in the Plan. Distributions and withdrawals under this Section 11.05 may not be redeposited to the Trust Fund. A request for withdrawals shall be made to the Plan Administrator in writing and shall be based on the account balances as of the Valuation Date preceding the date the request is made. A Participant may be required to pay a fee to receive an in-service withdrawal.

(b) Qualified Reservist Distributions. Distributions of Elective Deferrals may be made to a "Qualified Reservist" as defined in Section 72(t)(2)(G) of the Code. A Qualified Reservist must be a member of a reserve component ordered or called to active duty for a period in excess of 179 days or for an indefinite period. The Qualified Reservist must be ordered or called to active duty after September 11, 2001. Such distribution must be made during the period beginning on the date of such order or call and ending at the close of the active duty period. Any Participant who receives a distribution under this paragraph may, at any time during the two-year period beginning on the day after the end of the active duty period, make one or more contributions to his or her individual retirement account (IRA) in an aggregate amount not to exceed the amount of the distribution (regardless of the IRA limitations).

11.06 Hardship. A Participant may request a distribution from the Plan for reasons of hardship. As used throughout this Plan, hardship shall mean immediate and heavy financial needs of the Participant, where such Participant lacks other available resources. Such needs shall include only the following:

(a) eligible, unreimbursed medical expenses (described in Section 213(d) of the Code) for hospitalization or other medical care previously incurred or necessary to obtain medical care on account of accident, serious illness, or disability affecting the Participant, the Participant's Spouse, or the Participant's dependents (as defined in Section 152 of the Code);

(b) payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant, the Participant's Spouse, the Participant's children, or the Participant's dependents (as defined in Section 152 of the Code, without regard to section 152(b)(1), (b)(2) and (d)(1)(B));

(c) purchase (excluding mortgage payments) of a principal residence for the Participant;

(d) the need to prevent the eviction of the Participant from his or her principal residence or foreclosure on the mortgage of the Participant's principal residence;

(e) payments for funeral or burial expenses for the Participant's deceased parent, Spouse, child or dependent (as defined in Section 152 of the Code, without regard to section 152(b)(1), (b)(2) and (d)(1)(B)); and

(f) expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under Section 165 of the Code (determined without regard to whether the loss exceeds ten percent of adjusted gross income).

Any hardship distribution to a Participant under this provision shall be in cash in a single sum. The amount of the hardship distribution shall not exceed the amount required to meet the immediate financial need of the Participant and may include any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution.

Before a Participant can receive a hardship distribution under this Section, such Participant must have obtained all distributions (other than hardship distributions) and all nontaxable loans (other than hardship loans) currently available under all plans maintained by the Employer, including a request for dividend distribution. In the event a Participant receives a hardship distribution from this Plan, such Participant shall not be eligible to defer income under this Plan or to make any employee contribution to any other plan of the Employer, except

contributions to any health or welfare benefit plan, including one that is part of a cafeteria plan within the meaning of Section 125 of the Code, for six months after receipt of the hardship distribution. Upon conclusion of the six-month suspension period, a Participant's Elective Deferrals shall automatically resume at the Participant's elected deferral rate in effect at the time of suspension or, if the Participant's Elective Deferrals were being made in accordance with the automatic deferral provisions under Section 5.05, at the applicable automatic deferral rate in effect as of the payroll period in which Elective Deferrals are to resume. Notwithstanding the preceding, the Participant may elect a different rate at which Elective Deferrals will resume at the end of the suspension period in accordance with the deferral election procedure in effect under the Plan.

Hardship distributions shall be made from the Participant's Elective Deferral Account excluding Net Earnings allocated to such account and from any Profit Sharing Account, Whitney Profit Sharing Account, or Transfer Account pursuant to the provisions of Section 7.03(b), provided that any Participant who has not elected to receive his or her dividends in cash shall not be entitled to a hardship distribution from the Elective Deferral Account during such Plan Year.

11.07 Additional In-service Distributions. A Participant shall be entitled to an in-service distribution as follows:

(a) A former participant in the defined contribution plan sponsored by the Bank of Gonzalez for whom a Transfer Account is maintained shall be entitled to withdraw all or a portion of the amount allocated to such Transfer Account on or after the attainment of age 55; and

(b) A Participant shall be entitled to withdraw the amount credited to his or her Whitney Thrift Incentive Account, if any, at any time.

ARTICLE XII
DISTRIBUTION OF BENEFITS

12.01 Election for Distribution. A Participant entitled to benefits under this Plan may elect any of the options for distribution of such benefits outlined in Section 12.02. Elections by the Participant shall be in writing and filed with the Plan Administrator. If a Participant becomes entitled to a distribution of benefits and does not make a written election, the Participant's benefits shall be paid in a lump sum. Following the death of a Participant, the Participant's Beneficiary may elect the distribution of any benefit to which such Beneficiary becomes entitled as a result of the Participant's death to be made in any of the forms outlined in Section 12.02. In the event no election is made by the Beneficiary, distribution will be made in a lump sum. Upon receipt of a Participant's or Beneficiary's written election, the Plan Administrator shall direct the Trustee as to the time and method of payment of benefits, subject to the provisions of this Plan. Any election concerning the payment of any benefits under the Plan may be revoked in writing and another election made in writing at any time prior to the commencement of benefit payments.

12.02 Forms of Distribution. Subject to the provisions of Article XI and Article XIII, a Participant (or Beneficiary if applicable) whose total vested accounts exceed $1,000, may elect to receive benefits in cash or in kind, in the case of Employer Stock, in any one or more of the following methods:

(a) by a lump-sum payment of the full amount thereof; or

(b) by payment of the amount in installments (either equal or unequal) over a period selected by the Participant that meets the requirement of Article XIII, provided that for benefit elections made on or after January 1, 2016, each installment amount is not less than $100.

If the account is being paid in installments or held in Trust in accordance with the provisions of this Section, the total account shall continue to share proportionately in the Net Earnings of the Trust but shall not share in Employer contributions.

12.03 Direct Rollover. In the event a distributee is entitled to receive a distribution under this Plan, such distributee may elect (subject to the restrictions listed below) to have the Trustee pay all or any portion of such distribution, which would otherwise be includable in gross income, directly to one or more eligible retirement plans specified by the distributee in a direct rollover. This provision shall not apply to (a) any distribution during a year in which such distributions to the distributee from this Plan are reasonably expected to total less than $200, (b) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made over a specified period of ten years or more, (c) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code and Article XIII of this Plan, (d) the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer stock) and (e) any hardship distribution made under the provisions of Section 11.06 of this Plan. In the event the distributee elects to have only a portion of the distribution paid directly to an eligible retirement plan, such portion must be equal to at least $500. An election for a direct rollover with respect to one payment in a series of periodic payments will apply to all subsequent payments in the series, unless the distributee changes the election with respect to subsequent payments.

The term “eligible retirement plan” for distributions to Participants, surviving Spouses and Alternate Payees (who are the Spouse or former Spouse of a Participant) means (a) an individual retirement account described in Section 408(a) of the Code, (b) an individual retirement annuity described in Section 408(b) of the Code (other than an endowment contract), (c) a qualified plan described in Section 401(a) of the Code, the terms of which permit the acceptance of rollover distributions, (d) an annuity plan described in Section 403(a) of the Code, (e) an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, (f) an annuity contract described in Section 403(b) of the Code, and (g) a Roth individual retirement account described in Section 408A(b) of the Code, subject to the restrictions that apply to rollovers from a traditional individual retirement account into a Roth individual retirement account. However, if the distributee is a designated Beneficiary (as defined by Section 401(a)(9)(E) of the Code and amended by Section 402(c)(11)(B) of the Code) of a deceased Employee, other than the Employee’s surviving Spouse or an Alternate Payee, eligible

retirement plan shall mean only an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code (other than an endowment contract) established for the purpose of receiving a distribution on behalf of such designated Beneficiary.

A distributee electing a direct rollover must provide the Plan Administrator with the name of the eligible retirement plan and any other information required by the Plan Administrator or the Trustee to make the direct rollover.

In the event of a mandatory distribution under the provisions of Section 11.02 hereof, a distribution to a Beneficiary or a distribution to an Alternate Payee under a Qualified Domestic Relations Order, if the distributee does not notify the Plan Administrator of his election to have such distribution either (a) paid directly to an eligible retirement plan specified by the distributee in a direct rollover or (b) paid directly to the distributee within 30 days of being provided with notice of such right, such distribution shall be paid directly to the distributee subject to applicable tax withholding requirements.

12.04 Disability. Whenever and as often as any person entitled to payment hereunder shall be under a legal disability or otherwise unable to apply such payments to the person's own best interest and advantage, the person's Spouse, if married, or legal guardian or conservator shall determine the method of distribution of benefits and shall determine when the payment of benefit shall be made, subject to the provisions of this Plan. Such payments may be made in any one or more of the following ways: (a) directly to such person; (b) to the legal guardian or conservator; (c) to the person's Spouse or to any other person, to be expended for benefit of the Participant; or (d) in the event such person is a minor, to a custodian for such person under the Uniform Transfer to Minors Act or Uniform Gift to Minors Act, if such is permitted by the laws of the state in which such person resides. The decision of the Spouse or, if no Spouse, legal guardian or conservator, shall in each case be final and binding upon all persons in interest.

12.05 Missing Participants and Uncashed Checks.

(a) Each Participant, Beneficiary, or Alternate Payee shall file with the Plan Administrator, from time to time in writing, the Participant's, Beneficiary's or Alternate Payee's post office address and each change of post office address. Any communication, statement or notice addressed to a Participant, Beneficiary or Alternate Payee at the last known post office address shall be binding on the Participant, Beneficiary or Alternate Payee for all purposes of the Plan.

(b) If there is doubt as to the accuracy of an address for a Participant, Beneficiary or Alternate Payee, the Employer or the Trustee shall mail a notification of benefit entitlement to the last known address of the Participant, Beneficiary or Alternate Payee by registered or certified mail, postage prepaid. If said notification is returned as undeliverable, the Plan Administrator shall take reasonable measures to locate the Participant, Beneficiary or Alternate Payee in accordance with ERISA and such procedures as may be established by the Department of Labor (including Field Assistance Bulletin 2014-01) and the Plan Administrator.

(c) If neither the Plan Administrator nor the Trustee has knowledge of such Participant's, Beneficiary's, or Alternate Payee's address within three years from the date the notification described in subsection (b) was mailed, or, if within three years from the date such notification was mailed, such Participant, Beneficiary or Alternate Payee fails to claim his or her benefits under the Plan or make his address known, then the Plan Administrator shall forfeit the Participant's account balance in accordance with subsection (d), as of the Valuation Date after the third anniversary of the mailing of such notification.

(d) If subsections (b) and (c) above have been satisfied, the Plan Administrator shall direct that the then undistributed share of the fund of such Participant, Beneficiary or Alternate Payee shall be forfeited and utilized in the manner described under Section 10.06. However, in the event that a Claim For Benefits is made by the Participant, Beneficiary or Alternate Payee after forfeiture of the benefit in accordance with this subsection (d), the benefit shall be reinstated by the Employer in the exact amount that was forfeited (unadjusted for earnings) and paid to the Participant, Beneficiary or Alternate Payee under the terms of the Plan.

(e) If a benefits check is not cashed within six months, the check will be voided, the funds will be returned to the Plan, and the procedures under subsections (b) through (d) shall apply.

ARTICLE XIII
REQUIRED MINIMUM DISTRIBUTIONS

13.01 General Rules. The requirements of this Article XIII shall apply to any distribution of a Participant's interest and shall take precedence over any inconsistent provisions of the Plan. All distributions required under this Article shall be determined and made in accordance with the Treasury Regulations under Section 401(a)(9) of the Code and the minimum distribution incidental benefit requirement of Section 401(a)(9)(G) of the Code. Notwithstanding the other provisions of this Article, distributions may be made under a designation made before January 1, 1984, in accordance with Section 13.07 of this Plan.

As of the first Distribution Calendar Year (as defined below), distributions if not made in a lump sum, may only be made over a period certain not extending beyond the life expectancy of the Participant, or a period certain not extending beyond the joint and last survivor expectancy of the Participant and a Designated Beneficiary (as defined below).

13.02 Time and Manner of Distributions. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date (as defined below). If the Participant dies before required distributions begin, the Participant's entire interest in the Plan will be distributed, or begin to be distributed, no later than as follows:

(a) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then, except as provided in Section 13.05(d) below, distributions to the surviving Spouse will begin no later than December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later. If the Participant's surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, the remaining provisions of this Section 13.02 will apply as if the surviving Spouse were the Participant.

(b) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then, except as provided in (c) below, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) If there is no Designated Beneficiary as of the date of the Participant's death who remains a Designated Beneficiary as of September 30 of the year immediately following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

For purposes of this Section 13.02 (unless the Participant's surviving Spouse is being treated as the Participant pursuant to the provisions of Section 13.02(a)), distributions are considered to begin on the Participant's Required Beginning Date. If the Participant's surviving Spouse is being treated as the Participant pursuant to the provisions of Section 13.02(a), distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section 13.02(a).

Unless the Participant's interest is distributed in a lump sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Sections 13.03, 13.04 and 13.05.

13.03 Distributions During Participant's Lifetime. During the Participant's lifetime, the minimum amount that must be distributed for each Distribution Calendar Year is the lesser of:

(a) The quotient obtained by dividing the Participant's Account Balance (as defined below) by the applicable distribution period in the Uniform Lifetime Table (Section 1.401(a)(9)-9 of the Treasury Regulations, Q&A-2) using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

(b) If the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table (Section 1.401(a)(9)-9 of the Treasury Regulations, Q&A-3) using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the Distribution Calendar Year.

Required minimum distributions during the Participant's lifetime will be determined under this Section 13.03 beginning with the first Distribution Calendar Year and continuing up to and including the Distribution Calendar Year that includes the Participant's date of death.

13.04 Distributions After Participant's Death – Death on or After Date Distributions Begin. If the Participant dies on or after the date required distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

(a) The Participant's remaining Life Expectancy is calculated in accordance with the Single Life Table (Section 1.401(a)(9)-9 of the Treasury Regulations, Q&A-1) using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the surviving Spouse is calculated using the Single Life Table described in (a) above, for each Distribution Calendar Year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each calendar year.

(c) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated under the Single Life Table described in (a) above using the age of the Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

If there is no Designated Beneficiary as of the date of the death of the Participant who remains a Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy under the Single Life Table described in (a) above calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

13.05 Distribution After Participant's Death – Death Before Date Distributions Begin. If the Participant dies before the date required distributions begin, distributions will be made as follows:

(a) If the Participant is survived by a Designated Beneficiary, the minimum distribution amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined as provided in Section 13.04, unless the Designated Beneficiary elects distributions in accordance with 13.05(d) below.

(b) If there is no Designated Beneficiary as of the date of death of the Participant who remains a Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest must completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under 13.02(a), this Section 13.05 will apply as if the surviving Spouse were the Participant.

(d) Participants or Beneficiaries may elect on an individual basis whether the life expectancy rule in (a) above or the five year rule in (b) above applies to distributions after the death of a Participant who has a Designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 13.02 or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving Spouse's) death. If neither the Participant nor the Beneficiary makes an election under this sub-paragraph (d), distributions will be made in accordance with Sections 13.02 and this Section 13.05.

13.06 Definitions. The following definitions shall apply to this Article XIII:

(a) Designated Beneficiary. The individual who is designated as the Beneficiary under Article XIV of the Plan and who is the Designated Beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-4 of the Treasury Regulations.

(b) Distribution Calendar Year. A Distribution Calendar Year is a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year

is the calendar year in which distributions are required to begin under Section 13.02. The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(c) Life Expectancy. Life expectancy as computed by one of the following tables under Section 1.401(a)(9)-9 of the Treasury Regulations, as appropriate: (i) Single Life Table, (ii) Uniform Life Table, or (iii) Joint and Last Survivor Table.

(d) Participant's Account Balance. The balance(s) of all of the accounts of the Participant as of the last Valuation Date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contributions made and allocated or Forfeitures allocated to the account(s) as of dates in the valuation calendar year after the Valuation Date. The account balance(s) for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(e) Required Beginning Date. The Required Beginning Date for 5% owners of the Employer shall be April 1 of the calendar year following the calendar year in which such owner attains age 70½. For all other Participants, the Required Beginning Date shall be April 1 of the calendar year following the later of (a) the calendar year in which the Participant attains age 70½, or (b) the calendar year in which the Participant retires. A Participant is treated as a 5% owner for purposes of this Section if such Participant is a 5% owner as defined in Section 416 of the Code at any time during the Plan Year ending with or within the calendar year in which such owner attains age 70½. Once distributions have begun to a 5% owner under this Article XIII, they must continue to be distributed, even if the Participant ceases to be a 5% owner in a subsequent year.

13.07 TEFRA Election. Notwithstanding the other requirements of this Article XIII, distributions on behalf of any Participant, including a 5% owner, may be made in accordance with a designation made in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act ("Section 242(b)(2) election") meeting all of the following requirements (regardless of when such distribution commences):

(a) The distribution by the Plan is one which would not have disqualified the Plan under Section 401(a)(9) of the Code as in effect prior to amendment by the Deficit Reduction Act of 1984.

(b) The distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant.

(c) Such designation was in writing, was signed by the Participant or the Beneficiary, and was made before January 1, 1984.

(d) The Participant had accrued a benefit under the Plan as of December 31, 1983.

(e) The method of distribution designated by the Participant or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the Beneficiaries of the Participant are listed in order of priority.

A distribution upon death will not be covered by this Section unless the information in the Beneficiary designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.

For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in (a) and (e) above.

If a designation is revoked, any subsequent distribution must satisfy the requirements of Section 401(a)(9) of the Code and Treasury Regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Section 401(a)(9) of the Code and Treasury Regulations thereunder, but for the Section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Section 1.401(a)(9)-8 of the Treasury Regulations, Q&A-14 and Q&A-15, shall apply.

ARTICLE XIV
BENEFICIARIES

14.01 Designation of Beneficiary. Each Participant shall designate as a Beneficiary the person or persons to whom the Participant's share of the Fund shall be paid in the event of death. The designation shall be in writing or electronically and may include contingent or successive Beneficiaries and shall be filed with the Plan Administrator in such form as the Plan Administrator requires. The Beneficiaries may be changed at any time or times by the Participant revoking all prior written designations and filing a new designation with the Plan Administrator. The Spouse of a married Participant must consent to each designation of a specific Beneficiary (including any class of Beneficiaries or any contingent Beneficiaries) other than the Spouse, and such designation may be changed without spousal consent provided a prior consent of the Spouse expressly permits designation by the Participant without any requirements of further consent by the Spouse. All spousal consents must (a) be in writing, (b) acknowledge the effect of such designation, and (c) be witnessed by a Plan representative or a notary public.

14.02 Deemed Beneficiary. If a Participant dies without having a Beneficiary designation then in force or if all the Beneficiaries designated by a Participant predecease the Participant, the Participant's benefits shall be paid to the Participant's Spouse as of the date of the Participant's death and if no surviving Spouse, to the Participant's estate.

14.03 Death of Beneficiary. If all Beneficiaries who were designated by a deceased Participant and who survived him or her shall die prior to the final and complete distribution of the Participant's benefits, then, upon the death of the last to survive of said designated Beneficiaries, the estate of the last of said designated Beneficiaries to survive shall be deemed to be the Beneficiary of the unpaid portion of such deceased Participant's benefits.

ARTICLE XV
LOANS

15.01 Eligibility for Loans. A Participant who is an Employee may make application to the Administrator to borrow from the vested portion of his or her accounts. The Administrator, in its sole discretion, may permit any such loan, subject to the following terms and conditions:

(a) The amount of the loan when added to the outstanding balance of all other outstanding loans from all plans of the Employer shall not exceed the lesser of (i) $50,000, reduced by the excess, if any, of the highest outstanding balance of loans during the one-year period ending on the day before the date on which such loan is made, or (ii) 50% of the Participant's vested Accounts. In no event shall a loan of less than $1,000 be made hereunder.

(b) Each loan shall be for a fixed term not in excess of five years and shall be evidenced by a note or other obligation signed or acknowledged by the Participant.

(c) Each loan shall be payable in periodic installments and shall bear interest at a reasonable rate, which shall be determined by the Administrator on a uniform and consistent basis.

(d) Payments shall be made by payroll deduction. If a Participant is not receiving Compensation from the Employer, loan repayment shall be made in accordance with the terms and procedures established by the Administrator, which may include a suspension of loan payments during a period of Qualified Military Service or FMLA leave or the acceleration of the remaining indebtedness. A Participant may repay an outstanding loan in full at any time.

(e) Each loan shall be adequately secured. Such security shall include, but need not be limited to, a pledge of a portion of the Participant's right, title and interest in his or her Account. Such pledge shall be evidenced by the execution of a promissory note or other obligation by the Participant which shall grant the security interest and provide that, in the event of any default by the Participant on a loan repayment, the Administrator shall be authorized to take any and all appropriate lawful actions necessary to enforce collection of the unpaid loan.

(f) The Administrator shall adopt written loan procedures, which procedures shall include such additional terms, conditions and limitations as the Administrator deems necessary or appropriate.

15.02 Number of Loans Outstanding. A Participant may only have one loan outstanding at a time. A Participant may not refinance an outstanding loan in order to meet this requirement.

ARTICLE XVI
TERMINATION AND MERGERS

16.01 Termination. By establishing a Plan hereunder the Employer represents such Plan is intended to be a permanent and continuing program for providing retirement benefits to the Participants therein, but the Sponsor nevertheless reserves the right to terminate its Plan at any time. In accordance with the procedures set forth in this Section and by written instrument, the Board of Directors may terminate the Plan at any time. By written board resolution, the Board of Directors may delegate the authority to execute the written instrument necessary to terminate the Plan to an officer or officers. The complete discontinuance of contributions or the complete cessation of active operation of the business or profession of the Employer with respect to which the Plan was established shall effect an automatic termination of the Plan, unless the Plan is continued by another employer.

16.02 Vesting and Distribution. Each affected Participant's interest shall be nonforfeitable to the extent funded upon actual termination, partial termination, or complete discontinuance of contributions, without regard to any formal written notice. The Trust Fund shall remain in existence and benefits shall be distributed in the manner provided herein on the Participant's termination of Service, death or Disability (or earlier, if allowed under the Plan).

However, lump-sum distributions shall be made to all Participants upon termination of this Plan if neither the Employer nor an Affiliated Employer maintains any other defined contribution plan (other than an employee stock ownership plan as defined in Section 4975(e)(7) of the Code) at the time of termination of this Plan or within 12 months following the distribution of all assets from this Plan. Such distributions may be made without the consent of the Participant required by Section 11.02 of this Plan. If the Employer or Affiliated Employer maintains another defined contribution plan (other than an employee stock ownership plan as defined in Section 4975(e)(7) of the Code) each Participant's accounts shall be transferred to such plan upon termination of this Plan.

16.03 Merger. This Plan and Trust may be merged or consolidated with another plan which allows for mergers or consolidations; or the assets and liabilities of the Trust Fund may be transferred to another trust fund held under any other plan of deferred compensation maintained or established for the benefit of all or some of the Participants of this Plan. In the event of such merger, consolidation or transfer, the assets of the Trust Fund applicable to such Participants shall be transferred to the other trust fund only if:

(a) each Participant would (if either this Plan or the other plan then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he or she would have been entitled to receive immediately before the merger, consolidation or transfer (if this Plan had then terminated);

(b) the Employer under this Plan and any new or successor employer of the affected Participants authorize such transfer of assets; and

(c) such other plan and trust are qualified under Sections 401(a) and 501(a) of the Code.

ARTICLE XVII
AMENDMENT

17.01 Amendment By Sponsor. By written instrument executed by a duly authorized officer or officers, the Sponsor or its designee shall have the right at any time and from time to time to amend or modify this Plan, retroactively if required, in whole or in part as it may deem necessary or advisable without the consent of any Participant, former Participant or Beneficiary; except that:

(a) no amendment shall increase the duties, responsibilities or liabilities of the Trustee or other Fiduciaries without the written consent of the Trustee or Fiduciary;

(b) no amendment shall have the effect of vesting in the Employer any interest in or control over any funds subject to the terms of the Trust or diverting any funds for any purpose other than for the exclusive benefit of the Participants, former Participants and their Beneficiaries;

(c) no amendment shall have any retroactive effect so as to deprive any Participant, former Participant or Beneficiary of any accrued or vested interest under the Plan unless such amendment is required to comply with mandatory provisions of the Code or any other applicable federal statute or any official regulations or rulings issued thereunder; and

(d) no amendment shall eliminate an optional form of benefit or an early retirement type subsidy (as defined in Treasury Regulations) with respect to benefits accrued at the time of the amendment.

17.02 Vested Interests. If any amendment directly or indirectly affects the computation of the nonforfeitable percentage of an Employee's rights to Employer-derived benefits, or if the Plan is deemed amended by an automatic change to or from a Top Heavy vesting schedule, any Participant who has completed three or more Years of Service with the Employer may, upon written request to the Plan Administrator within 60 days after receipt of notice of such amendment, elect to have his or her nonforfeitable percentage computed without regard to such amendment. No amendment shall have the effect of decreasing a Participant's vested interest determined without regard to such amendment as of the later of the date such amendment is adopted or the date it becomes effective.

ARTICLE XVIII
ALLOCATION OF FIDUCIARY RESPONSIBILITIES

18.01 Allocation of Duties. In general, each Employer shall have the sole responsibility for making contributions. The Board of Directors shall have the sole authority to terminate this Plan. The Board of Directors or their designee shall possess the authority to appoint and remove the Trustee and to amend the Plan. The Plan Administrator and the Investment Committee shall possess those administrative duties more fully set forth in Section 4.01 hereto. The Trustee shall act as a directed trustee and shall invest and reinvest the assets comprising the Trust in accordance with the terms of the Plan.

18.02 Fiduciary Responsibility. It is the intent of the Plan that each such Fiduciary shall be solely responsible for the proper exercise and discharge of the power and authority granted to it hereunder and that each such Fiduciary shall not be responsible for any action or failure to act by any other Fiduciary hereunder.

ARTICLE XIX
SPENDTHRIFT CLAUSE

19.01 Benefits Nonassignable. Except as provided in Section 19.02, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a Spouse or former Spouse, or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder shall be void. The Trust Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

Effective for Participants in the Plan as of December 31, 2012, a Participant or Beneficiary who has begun receiving benefits may assign or alienate the right to future benefit payments provided that the provision is limited to assignments or alienations which meet all of the following requirements: (a) they are voluntary and revocable at any time; (b) they do not in the aggregate exceed 10% of any benefit payment; and (c) they are neither for the purpose, nor have the effect, of defraying plan administration costs. An attachment, garnishment, levy, execution, or other legal or equitable process is not considered a voluntary assignment or alienation.

Notwithstanding the prohibitions included in this Section, a Participant or Beneficiary may direct the Plan to pay all or a portion of a Plan benefit to a third party, including the Employer, if: (a) such direction is revocable at any time by the Participant or Beneficiary; and (b) the third party files a written acknowledgment with the Plan Administrator stating that the third party has no enforceable right in, or to, any Plan benefit payment or portion thereof (except to the extent of payments actually received pursuant to the terms of the arrangement). This acknowledgment must be filed with the Plan Administrator no later than 90 days after the arrangement is entered into. A blanket written acknowledgment for all Participants and Beneficiaries who are covered under the arrangement with the third party is sufficient.

Notwithstanding the prohibitions included in this Section, a Participant's benefit may be used to offset an amount that the Participant is ordered or required to pay to the Plan or under an order of forfeiture or restitution provided that such order complies with applicable law, including an order under the Mandatory Victims' Restitution Act.

19.02 Qualified Domestic Relations Orders. Section 19.01 shall also apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, unless such order is determined to be a Qualified Domestic Relations Order. A Qualified Domestic Relations Order may not require the Plan to provide any form of benefit not allowed under Article XII, may not increase benefits, and may not alter the payment of benefits under an existing Qualified Domestic Relations Order. In the case of any payment before a Participant has separated from Service, a Qualified Domestic Relations Order shall not be treated as providing a benefit not allowed by the Plan solely because the order requires payment of benefits to an Alternate Payee on or after the date on which the Participant attains (or would have attained) the "Earliest Retirement Age" as if the Participant had retired on that date and in any form allowed by the Plan. "Earliest Retirement Age" shall mean the earliest date on which the Participant could begin receiving benefits under the Plan if the Participant separated from Service.

When a domestic relations order is received by the Plan, the Plan Administrator shall promptly notify the Participant and any Alternate Payee of the receipt of such order and the Plan's procedures for determining if the order is a Qualified Domestic Relations Order and, within a reasonable time, the Plan Administrator shall determine if such order meets these requirements.

The Plan Administrator shall notify the Participant, the Alternate Payee and any other person specified in the order as being entitled to payment of benefits under the order at the address specified in the order of its determination. An Alternate Payee may designate a representative for receipt of copies of such notices. Unless distributions were being currently made, no distributions of benefits shall occur while this determination is being made by the Plan Administrator. If distributions were occurring prior to receipt by the Plan Administrator of the order, a separate account shall be established to hold any further distributions until a final determination is made by the Plan Administrator.

Upon written receipt of a domestic relations order, the Plan Administrator shall review this order, inform the Trustee, and gather such facts as it may deem appropriate. The Plan Administrator may consult with legal counsel for the Plan in such matters. The Plan Administrator shall reach a decision within 18 months following the date on which the first payment would be required to be made under the order whether it is a Qualified Domestic Relations Order. During this period the Plan Administrator shall separately account for the amounts which would have been payable to the Alternate Payee during the period if the order had been determined to be a Qualified Domestic Relations Order. If the order (or modification thereof) is qualified, the segregated amounts shall be paid according to the order. If the order is not qualified, any segregated accounts plus earnings thereon shall be returned to their original account. If the Plan's Fiduciaries follow these procedures, the Plan and all Fiduciaries shall be relieved of any liability to any Participant or Alternate Payee. If an order is subsequently found to be a Qualified Domestic Relations Order, all payments shall be prospective only.

ARTICLE XX
DESIGNATION AND STATUS OF TRUSTEE

20.01 Trustee Appointment/Resignation and Removal. The Sponsor has by the execution of this Plan and Trust Agreement appointed the Trustee named herein. The Trustee may resign upon 60-days' notice to the Plan Administrator unless a shorter period is agreed to by the Plan Administrator. The Trustee may be removed upon 60-days' notice unless a shorter period is agreed to by the Trustee. In the event of a resignation or removal of the Trustee, the Sponsor shall designate and appoint a qualified successor. Any such successor Trustee shall have all of the powers, duties and authority herein conferred upon the original Trustee. Upon acceptance of such appointment by the successor Trustee and the submission to the successor of a detailed and accurate accounting, the resigning or removed Trustee shall assign, transfer and pay over to the successor Trustee the funds and properties then constituting the Trust Fund.

20.02 Directed Trustee. As to the assets comprising the Plan, the Trustee shall serve as a directed trustee hereunder. Notwithstanding any provision of this Plan to the contrary, the power and authority afforded to the Trustee hereunder with respect to such assets shall be interpreted and construed in a manner consistent with such designation.

ARTICLE XXI
POWERS AND RIGHTS OF TRUSTEE

21.01 General Powers and Authority. Except as otherwise herein expressly provided, the administration and management of the Trust herein created, the sale and conveyance of the Trust assets and the investment and reinvestment of Trust assets by the Trustee shall be performed in accordance with the directions of the Investment Committee and the Participants. The rights, powers, duties and liabilities of the Trustee shall be in accordance with and governed by the terms and provisions of the laws of the State of Mississippi governing fiduciary rights and responsibilities. However, in addition to the powers provided under such laws, the Trustee, shall have full power and authority at the direction of the Investment Committee and the Participants to perform the following:

(a) to invest and reinvest the principal and income of the fund in the Trustee's discretion in any and all stocks, bonds, notes, debentures, mortgages, equipment, trust certificates, insurance company contracts, real estate and in any such other property, real or personal, investments and securities of any kind, class or character, including options, puts and calls, whether income producing or not, as the Investment Committee may deem suitable for the Trust; and in making such investments and reinvestment, the Trustee shall not be restricted to properties and securities authorized for investment by trustees or other Fiduciaries under any present or future law.

(b) to permit available Trust funds to remain temporarily uninvested or, in its discretion, to place on time deposit in a savings account, money market account or certificates of deposit in Whitney Bank, cash funds coming into the Trustee's hands, subject to the provisions of subparagraph (i) of this Section 21.01.

(c) to hold and be absolute owner of all insurance and annuity contracts applied for and held as part of the Trust Fund. The Trustee shall be held responsible only for such funds, assets and contracts as shall actually be received by it and shall have no obligation to make payments other than from funds, assets or contract values held in the Trust.

(d) to cause any property of the Fund to be issued, held or registered in the individual name of the Trustee, in the name of the nominee of the Trustee or in such form that title will pass by delivery, provided the records of the Trustee shall indicate the true ownership of such property.

(e) to vote any stock, options, puts and calls, bonds, partnership interest or other securities entitled to vote solely in the interest of the Plan Participants.

(f) to invest funds collectively or individually, including, but not limited to, the purchase and sale of stocks, bonds and other securities, and any other investments allowed under the applicable state and federal laws.

(g) to invest in Employer Stock.

(h) to hold all or any portion of the assets comprising the Trust Fund in (i) one or more common or collective funds maintained by the Trustee or an Investment Manager (or an affiliate of any such entity) established for the exclusive purpose of investment by employee benefit plans qualified under Section 401(a) of the Code, (ii) any certificate of deposit or other form of interest-bearing account offered by the Trustee or an Investment Manager (or an affiliate of any such entity), provided the rate of interest available under any such account is at least as favorable as the rate of interest available with respect to similar accounts offered to the public, (iii) any mutual fund (whether open-end or closed-end) sponsored by the Trustee or an Investment Manager (or an affiliate of any such entity), provided that the fees and expenses charged with respect to any such fund are in accordance with the provisions of ERISA or any opinion letter or prohibited transaction exemption (whether class or individual) issued under ERISA, or (iv) any group or master trust managed or sponsored by the Trustee or an Investment Manager (or an affiliate of such entity).

(i) to invest all or a portion of the assets comprising the Trust Fund in one or more pooled, master or group trusts within the meaning of Revenue Ruling 81-100, common or collective trusts or other arrangements; to the extent required, the terms and conditions of any trust or other document governing any such pooled arrangement, master or group trust or common or collective trust shall be incorporated herein by this reference, but such terms and conditions shall be solely applicable to the portion of the Trust Fund invested thereunder.

The Trustee is not authorized to accomplish any act for the Trust which would constitute a prohibited transaction unless exempted by the Department of Labor. A prohibited transaction shall include any direct or indirect sale or exchange or leasing of any property; lending of money or other extension of credit; or furnishing of goods, services or facilities between a plan and a disqualified person. A prohibited transaction shall also include the transfer of the income or assets of the Plan to a disqualified person; the use of the income or assets of the Plan by or for the benefit of a disqualified person; or the dealing with the income or assets of the Plan in the Trustee's own interest or for the Trustee's own account.

21.02 Adoption of Procedures. The Trustee may adopt such rules of procedure as in its discretion it deems necessary for a proper and efficient maintenance of the Fund and shall keep and maintain records of its proceedings and acts.

21.03 Defense of Legal Actions. If any Participant or Beneficiary brings legal action against the Trust, the result of which shall be adverse to the party bringing suit, or if any dispute shall arise as to the person or persons to whom payment or delivery of any funds shall be made by the Trustee, the cost to the Trust of defending such suit may be a lien against the account of the Participant whose interest is in issue if the Participant is given prior notice of an impending lien and there is a judicial hearing on the probable validity of the Trustee's claim.

21.04 Costs of Administration. The Trustee is authorized to pay from the Fund all expenses, taxes and charges, including fees of attorneys or agents, incurred in connection with the administration or operation of the Fund. The Trust shall pay the Trustee such reasonable compensation as shall be agreed upon from time to time by the Sponsor and the Trustee, unless the Employer shall assume such obligation.

Where paid from the Trust Fund, an expense generally shall be allocated pro rata to all Participants in the Plan provided, however, any fee determined on a per Participant basis, such as, by way of example, a recordkeeping fee, shall instead be charged to the accounts of Participants on a per capita basis. Further, so long as not precluded by ERISA, the Code, regulations or governing authority, any expense generated by or attributable to only one or some, but not all Participants shall be charged solely to the account or accounts of the affected Participants, provided that such is done in a uniform or non-discriminatory manner, including, by way of example, fees attributable to processing distributions, obtaining a loan or hardship distribution or the determination as to whether a domestic relations order constitutes a QDRO and, if so, the processing and administration of that QDRO.

21.05 Bond Requirement. Unless required by ERISA, the Trustee shall not be required to give bond for the faithful performance of its duties hereunder.

21.06 Consultation with Legal Counsel. The Trustee may consult with counsel, who may be counsel for the Sponsor, with respect to any of its duties or obligations hereunder and may rely on counsel in acting or refraining from acting in accordance with their advice.

21.07 Reliance on Instructions. The Trustee shall be fully protected in taking any action (at the direction of the Investment Committee and/or a Participant) indicated by this instrument to be within the scope of the authority of any officer of the Sponsor or of the Board of Directors in accordance with any written instrument purported to be signed by such individual, or in reliance upon a certified copy of a resolution of the Employer which the Trustee, in good faith, believes to be genuine.

21.08 Employment of Fiduciaries/Investment Managers. The Trustee may employ such Fiduciaries as the Investment Committee designates. In accordance with the provisions of Section 402(c)(3) et. seq., of ERISA, the Investment Committee may appoint one or more Investment Managers to manage all or part of the assets of the Plan. An Investment Manager appointed under this Section must be (a) registered as an investment advisor under the Investment Advisors Act of 1940, (b) a bank as defined in that Act, or (c) an insurance company qualified to manage, acquire or dispose of assets of a plan under the laws of more than one state. If this election is made, the Investment Committee shall direct the Trustee, by written notice, to segregate any portion or portions of the Trust in a separate account or accounts to be invested and reinvested by the Investment Manager, pursuant to Section 21.01. The following provisions shall be applicable:

(a) If investment of the Trust Fund is to be directed in whole or in part by an Investment Manager, the Investment Committee shall deliver to the Trustee a copy of the instruments appointing the Investment Manager and evidencing the Investment Manager's acceptance of such appointment, and acknowledgment by the Investment Manager that it is a Fiduciary of the Plan, and a certificate evidencing the Investment Manager's current registration under the Investment Advisors Act of 1940, if applicable. The Trustee shall be fully protected in relying upon such instruments and certificate until otherwise notified in writing by the Investment Committee.

(b) The Trustee shall follow the directions of the Investment Manager regarding the investment and reinvestment of the Trust Fund, or such portion thereof as shall be under management by the Investment Manager and shall exercise the powers set forth in Section 21.01 hereof as directed by the Investment Manager. The Trustee shall be under no duty or obligation to review any investment to be acquired, held or disposed of pursuant to such directions nor to make any recommendations with respect to the disposition or continued retention of any such investment or the exercise or non-exercise of the powers in Section 21.01 hereof.

The Trustee shall have no liability or responsibility for acting pursuant to the direction of, or failing to act in the absence of any direction from, the Investment Manager, unless the Trustee knows that by such action or failure to act it would be itself committing or participating in a breach of fiduciary duty by the Investment Manager.

(a) The Investment Manager at any time and from time to time may issue orders for the purchase or sale of securities directly to a broker; and in order to facilitate such transactions, the Trustee upon request shall execute and deliver appropriate trading authorizations. Written notification of the issuance of each such order shall be given and the execution of each such order shall be confirmed by written advice to the Trustee by the broker. Such notification shall be authority for the Trustee to pay for securities purchased against payment therefor, as the case may be.

(b) In the event that an Investment Manager should resign or be removed by the Investment Committee, the Trustee shall manage the investment of the Trust unless and until it shall be notified of the appointment of another Investment Manager with respect thereto as provided in this Section.

21.09 Participant Directed Investments. Each Participant shall be allowed to control and direct the investments of all of the Participant's accounts pursuant to Section 404(c) of ERISA. All investment options shall be selected by the Investment Committee. The Investment Committee shall select a diversified group of investments or Investment Managers to offer to the Participants. Such funds and managers shall be the only investment options available (other than Employer Stock) and shall include at least three (diversified categories of investments). The categories of investments shall be diversified both between categories and within each category and shall meet the requirements of Section 2550.404c-1 of the Department of Labor Regulations. Information regarding the categories of investments shall be made available to the Participants by the Investment Committee.

All initial investment directions shall be made in a method accepted by the recordkeeper. All assets acquired pursuant to such direction shall be held by the Trustee until distributed in accordance with the terms of the Plan, or until the Participant directs that they be disposed of.

The Trustee is obligated to follow these instructions, but shall not implement any investment decision of the Participant which would create taxable income to the Plan. The Trustee and the Investment Committee shall not be liable for any loss, or by any reason of any breach, which results from the Participant's controlling and directing investments in his or her account or accounts, and shall not be under any duty to advise a Participant or Beneficiary with respect to any investment.

Each Participant shall be informed of his or her rights to direct the investment of his or her accounts and of the procedures regarding directed investments. If the Participant does not elect an investment method, his or her accounts shall be invested in a default fund selected by the Investment Committee.

ARTICLE XXII
TRUSTEE'S ACCOUNTINGS

22.01 Trustee's Records. The Trustee shall keep accurate and detailed accounts of all investments, receipts, disbursements and other transactions hereunder. All accounts, books and records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Investment Committee or by the Plan Administrator.

22.02 Valuation of Trust Assets. Net Earnings of the Fund shall be computed by the Trustee's agent (as designated in writing by the Trustee) as of each Valuation Date and the agent's good faith decision as to the value of the Fund and the Net Earnings and adjustments thereof shall be final, conclusive and binding upon all Participants and Beneficiaries.

If Employer Stock held in the Trust is not "readily tradable on an established securities market" (as defined in Section 24.01), and to the extent applicable, all valuations of Employer Stock acquired by or contributed to the Plan with respect to the activities carried on by the Plan shall be performed by an independent appraiser. For the purposes of the preceding sentence, the term "independent appraiser" means any appraiser meeting the requirements of Section 401(a)(28)(C) of the Code.

22.03 Annual Accounts. Within 90 days following the close of each Plan Year and within a like period of time after its removal or resignation, the Trustee shall file with the Investment Committee or the Plan Administrator an accounting setting forth all investments, receipts, disbursements and other transactions effected by it during such Plan Year, or during the period from the close of the last Plan Year to the date of such removal or resignation. The accounting shall set forth the current fair market value of the Trust as of the date of the accounting. Securities held in the Trust shall be valued as of the close of business on the last business day of the Plan Year (or other closing date) on which those securities were traded. The market value of all other assets shall be fixed on the same date in such manner as the Trustee deems necessary.

22.04 Participant Statements. Any Participant or Beneficiary may request in writing a statement indicating on the basis of the latest available information the total benefits accrued and the nonforfeitable benefits, if any, which have accrued, or the earliest date on which benefits will become nonforfeitable. No Participant or Beneficiary shall be entitled to receive more than one statement during any one 12-month period.

22.05 Right to Compel Accounting. No Participant, Beneficiary, estate or other person interested in the Trust, except the Investment Committee or an Employer, shall have the right to compel an accounting by the Trustee, judicial or otherwise, except as stated above. All such persons shall be bound by all accountings by the Trustee to the respective Employers, including accountings rendered to the Employer after a Participant's termination of employment, Disability or death.

ARTICLE XXIII
QUALIFIED MILITARY SERVICE

23.01 Applicability. This Article XXIII applies to an Employee who: (1) has completed Qualified Military Service under USERRA; (2) the Employer has rehired under USERRA or who died while in Qualified Military Service; and (3) who is a Participant entitled to make-up contributions under Section 414(u) of the Code.

23.02 Compensation. For purposes of this Article XXIII, the Plan Administrator will determine an affected Participant's Compensation as follows. A Participant during his or her period of Qualified Military Service is deemed to receive Compensation equal to that which the Participant would have received had he or she remained employed by the Employer, based on the Participant's rate of pay that would have been in effect for the Participant during the period of Qualified Military Service. If the Compensation during such period would have been uncertain, the Plan Administrator will use the Participant's actual average Compensation for the 12-month period immediately preceding the period of Qualified Military Service, or if less, for the period of employment.

23.03 Make-Up of Elective Deferrals. The Plan Administrator shall allow a Participant under this Article XXIII to make up Elective Deferrals to his or her Elective Deferrals Account. The Participant may make up the maximum amount of Elective Deferrals which he or she would have been able to contribute during the period of Qualified Military Service (less any such amounts the Participant actually contributed during such period) and the Participant must be permitted to contribute any lesser amount as the Plan would have permitted. The Participant must make any make-up contribution under this Section 23.03 commencing on his or her reemployment date and not later than five years following reemployment (or if less, a period equal to three times the length of the Participant's Qualified Military Service triggering such make-up contribution).

23.04 Make-Up Matching Contributions. The Employer shall make up any Matching Contribution that the Employer would have made and which the Plan Administrator would have allocated to the Participant's Account during the period of Qualified Military Service based on any make-up Elective Deferrals that the Participant makes under Section 23.03.

23.05 Limits on Make-Up Contributions. Any contribution made under this Article XXIII does not cause the Plan to violate nor be subject to: (1) nondiscrimination testing, including under the ADP test, the ACP test and Section 401(a)(4) of the Code; (2) top-heavy

rules under Section 416 of the Code; or (3) coverage under Section 410(b) of the Code. Contributions under this Article XXIII are Annual Additions and are subject to the deferral limits under Section 5.06 for the year to which such contributions are allocated, but not for the year in which such contributions are made.

23.06 No Make-Up Earnings. A Participant receiving any make-up contribution under this Article XXIII is not entitled to an allocation of any earnings on any such contribution prior to the time that the Employer actually makes the contribution to the Trust Fund.

23.07 No Forfeitures During Leave. A Participant receiving any make-up contribution under this Article XXIII is not entitled to an allocation of any forfeitures arising during the Participant's period of Qualified Military Service.

23.08 Other Rights and Benefits. In the event a Participant dies on or after January 1, 2007 while performing Qualified Military Service, the Participant shall be deemed to have been reemployed by the Employer on the date prior to his death for all purposes except the accrual of benefits during the period of Qualified Military Service.

Differential wage payments, if any, will be treated as Compensation under this Article XXIII and for purposes of Employee deferrals and any Employer contributions. Differential wage payments are payments that (a) are made by the Employer to an individual with respect to any period during which the individual is performing services in the uniformed military service, while on active duty for a period of more than 30 days; and (b) represent all or a portion of the wages that the individual would have received from the Employer if the individual were performing Services for the Employer. An individual is treated as having incurred a severance from employment for purposes of this Plan during any period the individual is performing service in the uniformed military service.

ARTICLE XXIV
EMPLOYER STOCK

24.01 Definitions. Unless specifically defined below, capitalized terms used in this Article shall have the meanings otherwise ascribed to them in the Plan.

(a) Designated Dividend shall mean a Dividend designated for deduction under Section 404(k) of the Code.

(b) Dividend shall mean a distribution in the form of cash or stock paid by Hancock Holding Company with respect to the Qualifying Employer Securities Fund, which is characterized as a dividend under state law.

(c) Dividend Declaration Date shall mean the date on which a Dividend is declared by the Board of Directors.

(d) Eligible Participant means with respect to each Plan Year commencing on or after the Effective Date, a Participant in the Plan as of the last day of the immediately preceding Plan Year or a Participant who first becomes eligible to participate in the Plan during such Plan Year.

(e) Ex-Dividend Date means the date designated by the NASDAQ for the receipt of a Dividend with respect to Qualifying Employer Securities.

(f) Qualifying Employer Securities shall mean any employer securities consisting of either common stock or non-callable preferred stock which is convertible to such common stock at a conversion price that is reasonable as of the date of acquisition, which are issued by either the Sponsor or a corporation which is a member of the same controlled group (within the meaning of Section 409(l)(4) of the Code) and which are qualifying employer securities as defined in Section 407(d)(5) of ERISA or Sections 4975(e)(8) and 409(l) of the Code. Such stock must have a combination of voting power and dividend rights equal to or in excess of (i) that class of common stock of the Sponsor (or of the corporation which is a member of the same controlled group) having the greatest voting power and (ii) that class of common stock of the Sponsor (or of the corporation which is a member of the same controlled group) having the greatest dividend rights.

For purposes of this Article XIV, a security is "readily tradable on an established securities market" if the security is:

(i) traded on a national securities exchange that is registered under Section 6 of the Securities Exchange Act of 1934; or

(ii) traded on a foreign national securities exchange that is officially recognized, sanctioned, or supervised by a governmental authority and where the security is deemed by the Securities and Exchange Commission ("SEC") as having a ready market under Rule 15c3-1 (17 CFR 240.15c3-1) of the SEC.

(g) Qualifying Employer Securities Fund shall mean the investment fund maintained by the Trustee, the assets of which are invested primarily or solely in Employer Stock.

24.02 Required Investment Option. In addition to any investment fund offered under the Plan from time to time, each Participant shall be permitted to invest and reinvest amounts allocated to his or her accounts in the Qualifying Employer Securities Fund.

24.03 Acquisition and Disposition of Employer Stock. The Trustee shall acquire Employer Stock hereunder on the open market, by private purchase or from the Sponsor in accordance with the instructions of the Investment Committee or, if no instructions are provided, in its discretion. Notwithstanding any provision of this Plan to the contrary, in the event such stock is acquired from the Sponsor, in no event shall the Plan pay any commission or other expense of sale, which shall be borne by the Sponsor. Shares of Employer Stock acquired from the Sponsor may be authorized but unissued shares or treasury shares, in the discretion of the Sponsor.

The Trustee shall acquire or dispose of Employer Stock at such time or times as may be required to implement the instructions of any Participant hereunder. The Trustee shall not be required to anticipate market conditions or otherwise time any such acquisition or disposition to minimize the risk of loss. Notwithstanding any provision of this Plan to the contrary, the acquisition or disposition of Employer Stock hereunder may be postponed to the extent necessary or appropriate to comply with applicable Federal or state securities laws, without liability for loss of investment opportunity or loss of income or principal.

24.04 Dividends. The Trustee shall reinvest any cash Dividends received with respect to Employer Stock in additional shares of such stock as of each applicable Dividend payment date unless subject to a distribution election pursuant to Section 24.11. Dividends paid in the form of Employer Stock or a stock split or similar recapitalization with respect to shares of Employer Stock shall be allocated in accordance with Section 24.12.

24.05 Voting. Employer Stock allocated to the accounts of Participants and Beneficiaries shall be voted in accordance with the directions of each such Participant or Beneficiary.

As soon as administratively feasible before each annual or special shareholders meeting of the Sponsor, the Trustee or the Plan Administrator (or a designee thereof) shall furnish to each Participant and Beneficiary a copy of any proxy solicitation material furnished to shareholders of the Sponsor, together with a form requesting confidential instructions on how Employer Stock allocated to such Participant's or Beneficiary's account are to be voted. Upon timely receipt of such instructions, the Trustee, the Plan Administrator or such designee shall vote the securities as instructed. The instructions received from Participants and Beneficiaries shall be held in strict confidence and shall not be divulged or released to any person, including officers or Employees of the Sponsor and its Affiliates, except to the extent necessary to vote such securities as contemplated hereunder.

Except as permitted by applicable law, neither the Sponsor, Affiliated Employers, the Trustee nor the Plan Administrator shall make recommendations to Participants on whether to vote or how to vote. Employer Stock with respect to which no instructions are received from Participants shall not be voted.

Notwithstanding the foregoing, if Employer Stock is no longer readily tradable on an established securities market (as defined in Section 24.01), a Participant or Beneficiary shall only be entitled to direct the Trustee, the Plan Administrator or its designee with respect to the approval or disapproval of any corporate matter which involves any corporate merger or consolidation, recapitalization, reclassification, liquidation, dissolution, sale of substantially all of the assets of a trade or business, or such other transactions which may be prescribed by applicable Treasury Regulations promulgated under Section 409(e) of the Code. Each Participant shall be entitled to one vote with respect to such issues.

24.06 Tender Offers. The Plan Administrator or the Trustee (or an unrelated third-party recordkeeper approved by the Plan Administrator) shall notify each Participant invested in Employer Stock of a tender or other exchange offer and utilize its best efforts to distribute to such Participants in a timely manner all information distributed to other shareholders of the

Sponsor in connection with any such offer. Each affected Participant shall have the right to instruct the Trustee, the Plan Administrator or the recordkeeper, in writing, as to the manner in which to respond to any tender or exchange offer with respect to Employer Stock. Such instructions shall be held in strict confidence and shall not be divulged or released to any person, including any officer or director of the Sponsor except as may be required to implement the provisions of this Section 24.06. Employer Stock with respect to which no instructions are received from Participants shall not be tendered.

24.07 Distributions. Notwithstanding any provision of the Plan to the contrary, any distribution hereunder made with respect to an investment in Employer Stock shall be made (a) in whole shares of Employer Stock (and cash); or (b) in cash, as elected by the Participant or Beneficiary.

Notwithstanding any provision in the Plan to the contrary, at the election of the Participant, distribution of amounts in the Qualifying Employer Securities Fund shall commence no later than one year after the close of the Plan Year in which the Participant severs employment by reason of attainment of Normal Retirement Date under the Plan, Disability, or death, or the fifth Plan Year following the Plan Year in which the Participant otherwise severs employment, except that this provision shall not apply if the Participant is reemployed by the Employer before distribution is required to begin.

24.08 Status of Plan. Notwithstanding any provision of the Plan to the contrary, amounts allocated to the Qualifying Employer Securities Fund, from time to time, shall be deemed to constitute a stock bonus plan that is designated as an employee stock ownership plan ("ESOP") within the meaning of Section 4975(e)(7) of the Code, the assets of which are invested primarily or solely in Qualifying Employer Securities. Participants shall at all times have the right to diversify shares in the Qualifying Employer Securities Fund that are allocated to their accounts, by directing that such shares be invested in other investment funds under the Plan as provided for under Section 21.09.

24.09 Maintenance of Qualifying Employer Securities Fund. Amounts allocated to the Qualifying Employer Securities Fund shall be invested and reinvested in Employer Stock. The acquisition and disposition of such stock shall be made by the Trustee (or its designee) in accordance with the provisions of this Article XXIV.

Employer Stock shall be acquired as set forth in Section 24.03. Neither the Trustee, the Employer, nor the Plan Administrator shall have any responsibility or duty to anticipate market conditions or changes in the value of Employer Stock in order to maximize return or minimize loss with respect to any acquisition or disposition of such securities.

24.10 Designation of Dividends. Unless otherwise designated orally or in writing by the Sponsor, the Plan Administrator shall deem any Dividend payable with respect to Employer Stock as a Designated Dividend hereunder.

24.11 Dividend Distributions. The Plan Administrator (or its designee) shall cause to be distributed to each Eligible Participant in accordance with this paragraph any Designated Dividend, subject to the following special rules:

(a) Within a reasonable period before the first day of each Plan Year, each Eligible Participant shall be entitled to elect (i) to receive distribution of Designated Dividends payable hereunder in the form of cash (any such Participant referred to herein as an "Electing Participant"), or (ii) to reinvest the amount of such Dividends in the Qualifying Employer Securities Fund. Any such election shall be made by such means as may be acceptable to the Plan Administrator. Any such election shall be deemed irrevocable as of the last day of the Plan Year that immediately precedes the Plan Year with respect to which the election relates (the "Election Date"). The Plan Administrator, in its discretion, may permit additional elections after an Election Date, but only to the extent necessary to comply with the provisions of Section 404(k) of the Code or with respect to Eligible Participants who first commence participation in the Plan during the affected Plan Year.

(b) If an Eligible Participant fails to make an election in accordance with subparagraph (a) hereof, he or she shall be deemed to have elected the reinvestment of Designated Dividends in the Qualifying Employer Securities Fund.

(c) Dividends that may constitute Designated Dividends hereunder shall be allocable to each Participant who owns an interest in the Qualifying Employer Securities Fund as of each Ex-Dividend Date in proportion to the number of shares of Qualifying Employer Securities (including fractional shares) allocated to each such Participant as of such date.

(d) Designated Dividends shall be (i) directly distributed to each Electing Participant as soon as practicable after each dividend payment date, or (ii) distributed from the Plan at least as frequently as annually, not later than 90 days after the close of the Plan Year in which each dividend payment date occurs, in the discretion of the Plan Administrator.

(e) If Designated Dividends are held in trust pending distribution hereunder, the Plan Administrator may direct the Trustee to invest such amounts in a manner intended to preserve principal.

(f) The Plan Administrator may adopt, from time to time, such additional rules and procedures as may be reasonably necessary to administer the election described in this paragraph.

(g) An Eligible Participant shall be fully vested in cash Dividends that the Eligible Participant elects to have reinvested in the Qualifying Employer Securities Fund pursuant to this Section 24.11.

24.12 Stock Dividends and Splits. Qualifying Employer Securities received by the Trustee as the result of a stock dividend, stock split, reorganization or other recapitalization of the Sponsor shall be allocated to each Participant invested in the Qualifying Employer Securities Fund as of the applicable record date. Allocation to each Participant shall be made in the same proportion that the Employer Stock was allocated to such Participant as of the applicable record date.

24.13 Section 1042 Transactions. Notwithstanding any provision in this Plan to the contrary, if Qualifying Employer Securities are sold to the Plan by a shareholder in a transaction for which special tax treatment is elected by such shareholder (or his representative) pursuant to Section 1042 of the Code, no assets attributable to (or in lieu of) such Qualifying Employer Securities may accrue or be allocated during the nonallocation period directly or indirectly under the Plan for the benefit of:

(i) the shareholder;

(ii) any person who is related to such shareholder (within the meaning of Section 267(b) of the Code), except that lineal descendants of such shareholder may receive allocations so long as no more than 5% of the aggregate amount of all Qualifying Employer Securities held by the Plan attributable to a sale by any person related to such lineal descendants in a transaction to which Section 1042 of the Code applies is allocated to such lineal descendants of such shareholder; and

(iii) any other person who owns (after application of Section 318(a) of the Code) more than 25% of any outstanding class of stock of the corporation which issued such Qualifying Employer Securities or a member of the controlled group with such corporation or of 25% of total value of any such class of stock.

For purposes of this Section, "nonallocation period" means the period beginning on the date of a sale of the Qualifying Employer Securities to the Plan and ending on the later of ten years after the date of such sale or the date of the allocation attributable to the final payment on the exempt loan incurred with respect to the sale.

24.14 Confidentiality Procedures Regarding Qualifying Employer Securities. The following shall apply with respect to the investment by Participants and Beneficiaries in Employer Stock:

(a) Information relating to the purchase, holding, and sale of Employer Stock, and the exercise of voting, tender and similar rights with respect to Employer Stock by Participants and Beneficiaries, shall be maintained in accordance with procedures designed to safeguard the confidentiality of such information and shall not be disclosed except as otherwise provided under Sections 24.05 and 24.06 or to the extent necessary to comply with Federal laws or state laws not preempted by ERISA.

(b) The Investment Committee or its designee shall be the Named Fiduciary responsible for (i) establishing and ensuring that the confidentiality procedures are sufficient to safeguard the information described in paragraph (a) above, (ii) such

procedures are being followed, and (iii) appointing when necessary an independent Fiduciary to carry out activities relating to situations that the Named Fiduciary determines involve a potential for undue Employer influence on Participants and Beneficiaries with regard to the direct or indirect exercise of shareholder rights.

ARTICLE XXV
MISCELLANEOUS

25.01 Controlling Law. This Plan and Trust Agreement shall be construed and enforced, and the Trust Fund shall be administered according to ERISA and, where applicable, to the laws of the State of Mississippi to the extent not preempted by ERISA. All actions shall be brought within the State of Mississippi. Any action brought for benefits under this Plan or for a breach of fiduciary duty shall be made within two years of the date such claim arose or shall be forever barred.

25.02 Severability. In case any provision of this Plan and Trust Agreement shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions but shall be fully severable, and the Plan and Trust Agreement shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

25.03 Headings. The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent, or intent of any provision hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Plan and Trust Agreement on this the _____ day of January, 20_____.

HANCOCK HOLDING COMPANY

By: _____

Title: _____

SPONSOR

WHITNEY BANK

By: _____

Title: _____

TRUSTEE

HANCOCK HOLDING COMPANY
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amendment No. 1)

THIS AMENDMENT is made by and between **HANCOCK HOLDING COMPANY**, a bank holding company organized under the laws of the State of Mississippi, (the "Sponsor") and **WHITNEY BANK**, a Mississippi bank having its principal office in Gulfport, Mississippi (the "Trustee").

WITNESSETH:

WHEREAS, the Hancock Holding Company 401(k) Savings Plan (previously known as Hancock Bank 401(k) Savings and Investment Plan) (the "Plan"), was originally adopted effective May 29, 1996; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety pursuant to the Hancock Holding Company 401(k) Savings Plan and Trust Agreement, effective January 1, 2017 (the "Plan and Trust Agreement"); and

WHEREAS, the Plan may be amended pursuant to Section 17.01 of the Plan and Trust Agreement; and

WHEREAS, the Sponsor wishes to amend the Plan to provide service credit under the Plan for vesting and eligibility purposes to First NBC Bank ("FNBC") employees who became employed by the Sponsor or Affiliated Employers in connection with the acquisition of nine FNBC branches by the Sponsor's wholly-owned subsidiary, Whitney Bank, pursuant to that certain Purchase and Assumption Agreement by and between FNBC and Whitney Bank, dated December 30, 2016.

NOW, THEREFORE, the Plan is hereby amended, effective March 11, 2017, as follows:

1. The second paragraph of Section 3.52 is amended to add a new subparagraph (c) at the end therefore to read in its entirety as follows:

   (c) Service with First NBC Bank and its affiliates shall count for purposes of eligibility to participate and vesting for individuals who became Employees of the Employer on March 11, 2017 (the "Transfer Date") in connection with the acquisition by Whitney Bank of nine branches of First NBC Bank, provided such individuals were employed by First NBC Bank on the day immediately preceding the Transfer Date, including those on an approved leave of absence.

2. The first sentence of the second paragraph of Section 7.05(a) of the Plan is hereby amended to read as follows:

All amounts rolled over to this Plan shall be in cash, except for rollovers of Participant loans pursuant to Section 15.03 hereof.

3. Section 15.02 is hereby amended by the addition of the following at the end thereof:

A loan rolled over to this Plan pursuant to Section 15.03 shall constitute a loan under the Plan.

4. Article XV of the Plan is hereby amended by the addition of a new Section 15.03 to read as follows:

15.03 Rollover. With the consent of the Plan Administrator, the Trustee may accept direct rollovers by Participants or Eligible Employees of loans to this Plan from other tax qualified plans under Section 401(a) of the Code, provided (a) such loans otherwise comply with the provisions of the Code, this Article and the loan policy established by the Plan Administrator and (b) such Participants or Eligible Employees became Employees of the Employer or an Affiliate in connection with a corporate merger or acquisition. The Plan Administrator and/or Trustee may require the Employee to establish that the loan to be rolled over to this Plan meets all requirements of this Article and that no portion thereof has previously been included in the Employee's income as a deemed distribution. As a condition of accepting such loan, the Employee shall be required to execute such documentation, if any, as the Trustee and/or the Plan Administrator may require.

This Amendment is executed this _____ day of _____, 2017.

HANCOCK HOLDING COMPANY

By: _____

Title: _____

SPONSOR

WHITNEY BANK

By: _____

Title: _____

TRUSTEE

HANCOCK HOLDING COMPANY
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amendment No. 2)

THIS AMENDMENT is made by and between **HANCOCK HOLDING COMPANY**, a bank holding company organized under the laws of the State of Mississippi, (the "Sponsor") and **WHITNEY BANK**, a Mississippi bank having its principal office in Gulfport, Mississippi (the "Trustee").

WITNESSETH:

WHEREAS, the Hancock Holding Company 401(k) Savings Plan (previously known as Hancock Bank 401(k) Savings and Investment Plan) (the "Plan"), was originally adopted effective May 29, 1996; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety pursuant to the Hancock Holding Company 401(k) Savings Plan and Trust Agreement, effective January 1, 2017 (the "Plan and Trust Agreement"); and

WHEREAS, the Plan may be amended pursuant to Section 17.01 of the Plan and Trust Agreement and the amended and restated Plan was further amended on the 22nd day of June, 2017 and the 28th day of June, 2017; and

WHEREAS, the Sponsor wishes to further amend the Plan to provide for immediate eligibility for First NBC Bank ("FNBC") employees who became employed by the Sponsor or Affiliated Employers in connection with the acquisition of certain FNBC assets by the Sponsor's wholly-owned subsidiary, Whitney Bank, pursuant to that certain Purchase and Assumption Agreement by and between the Federal Deposit Insurance Corporation and Whitney Bank, dated April 28, 2017.

NOW, THEREFORE, the Plan is hereby amended, effective April 28, 2017, as follows:

2. The second paragraph of Section 5.01 is amended by the addition of the following at the end thereof:

> Notwithstanding the foregoing, individuals who became employed by the Employer as Eligible Employees on April 28, 2017, (the "Hire Date") in connection with the acquisition by Whitney Bank of certain assets of First NBC Bank from the Federal Deposit Insurance Corporation shall be immediately eligible and shall commence participation in the Plan as soon as administratively feasible following the later of the Hire Date and the date such individual attains 18 years of age, but no later than the second payroll period following such date.

This Amendment is executed this _____ day of _____, 2017.

HANCOCK HOLDING COMPANY

By: _____

Title: _____

SPONSOR

WHITNEY BANK

By: _____

Title: _____

TRUSTEE

HANCOCK HOLDING COMPANY
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amendment No. 3)

THIS AMENDMENT is made by and between **HANCOCK HOLDING COMPANY**, a bank holding company organized under the laws of the State of Mississippi, (the "Sponsor") and **WHITNEY BANK**, a Mississippi bank having its principal office in Gulfport, Mississippi (the "Trustee").

WITNESSETH:

WHEREAS, the Hancock Holding Company 401(k) Savings Plan (previously known as Hancock Bank 401(k) Savings and Investment Plan) (the "Plan") was originally adopted effective May 29, 1996; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety pursuant to the Hancock Holding Company 401(k) Savings Plan and Trust Agreement, effective January 1, 2017 (the "Plan and Trust Agreement"); and

WHEREAS, the Plan Sponsor also sponsors the Hancock Holding Company Pension Plan ("Pension Plan"), which plan was amended to freeze participation with regard to employees hired or rehired on or after July 1, 2017, and to cease future accruals with respect to certain Pension Plan participants effective January 1, 2018; and

WHEREAS, the Plan may be amended pursuant to Section 17.01 of the Plan and Trust Agreement; and

WHEREAS, the Sponsor wishes to amend the Plan to provide an employer contribution for new and current Participants who are ineligible to participate in the Pension Plan or who participate but are no longer eligible to accrue benefits under such plan, as the case may be.

NOW, THEREFORE, the Plan is hereby amended as follows:

3. Article III, DEFINITIONS, is hereby amended effective January 1, 2018, by adding the following new definitions:

> Account shall mean any of a Participant's Elective Deferral Account, Hancock Profit Sharing Contribution Account, HHC Safe Harbor Contribution Account (or HHC Safe Harbor Matching Account), Matching Contribution Account, Rollover Account, Transfer Account, Whitney Profit Sharing Account, Whitney Safe Harbor Account, Whitney Thrift Incentive Account, Basic Employer Contribution Account or Enhanced Employer Contribution Account established on behalf of such Participant.
>
> Basic Employer Contribution shall mean the contribution made pursuant to Section 7.02A(b).

Basic Employer Contribution Account shall mean the account established on behalf of each Basic Participant who receives a contribution pursuant to Section 7.02A(b).

Basic Participant shall mean a Participant who is hired or rehired on or after July 1, 2017, or otherwise never became a participant under the Pension Plan.

Enhanced Employer Contribution shall mean the contribution made pursuant to Section 7.02A(c).

Enhanced Employer Contribution Account shall mean the account established on behalf of each Enhanced Participant who receives a contribution pursuant to Section 7.02A(c).

Enhanced Participant shall mean a Participant who is a participant under the Pension Plan whose Pension Plan benefit was frozen effective January 1, 2018, and who has been in continuous employment with the Employer since such date.

Pension Plan shall mean the Hancock Holding Company Pension Plan.

4. The first sentence of Section 3.13 is amended and restated, effective January 1, 2017, to read in its entirety as follows:

Compensation for purposes of computing contributions under this Plan shall mean an Employee's actual cash salary or wages, including base pay, commissions, incentives, overtime and bonuses and excluding extraordinary income earned after the Employee's effective date of participation pursuant to Section 5.01.

5. Article VIII, CONTRIBUTIONS, is hereby amended, effective January 1, 2018, by adding a new Section 7.02A, Basic and Enhanced Employer Contributions, to read in its entirety as follows:

7.02A Basic and Enhanced Employer Contributions.

(a) Eligibility. A Participant who is a Basic Participant shall be eligible to receive a Basic Employer Contribution under Section 7.02A(b). A Participant who is an Enhanced Participant shall be eligible to receive an Enhanced Employer Contribution under Section 7.02A(c). Notwithstanding the foregoing, a Participant shall not be eligible for a Basic or Enhanced Employer Contribution under this Section 7.02A for any period during which the Participant is eligible to accrue a benefit under the Pension Plan.

(b) Basic Employer Contribution. Effective January 1, 2018, the Employer shall contribute a Basic Employer Contribution each Plan Year on behalf of each Basic Participant equal to 2% of such Participant's Compensation.

(c) Enhanced Employer Contribution.

(i) Effective January 1, 2018, the Employer shall contribute an Enhanced Employer Contribution each Plan Year on behalf of each Enhanced Participant the amount of which shall be determined depending on the sum of the Enhanced Participant's age as of his or her last birthday plus his or her years of service for vesting under the Pension Plan as of January 1, 2018, based on the following schedule:

Allocation Group	Age and Vesting Points	Percentage of Compensation
Group 1	Less than 35 points	2.0%
Group 2	35 to 49 points	4.0%
Group 3	50 points and above	6.0%

(ii) Except as provided under subparagraph (c)(iii), Enhanced Participants will continue to accrue age and vesting service points after January 1, 2018, and may advance to a higher allocation group. A change in allocation group shall be effective on January 1 of the Plan Year coinciding with or following the date on which the Enhanced Participant attains the age and vesting service points necessary to advance to the next allocation group.

(iii) Notwithstanding anything in this Plan to the contrary, a Participant who has a Severance from Employment and is rehired after June 30, 2017 and more than 31 days following his or her Severance from Employment, shall not be eligible for Enhanced Employer Contributions under this subparagraph (c), regardless of such Participant's age and vesting service points prior to his or her Severance from Employment.

(d) Timing of Basic or Enhanced Employer Contributions. Basic and Enhanced Profit Sharing Contributions shall be made no less frequently than quarterly.

(e) Availability for Plan Loans and Other In-service Withdrawals. Basic and Enhanced Employer Contributions will not be eligible for in-service withdrawals, hardship distributions or Plan loans under Section 11.05, Section 11.06 and Article XV of the Plan, respectively.

6. Article IX, ALLOCATION OF EMPLOYER CONTRIBUTIONS, is hereby amended, effective January 1, 2018, by adding a new Section 9.04, Allocation of Basic Employer Contributions, to read in its entirety as follows:

9.04 Allocation of Basic Employer Contributions. The Basic Employer Contributions shall be allocated to the Basic Employer Contribution Account of each Basic Participant as of the Valuation Date coinciding with or next following the date the Basic Employer Contribution is made to the Plan in the amount specified under Section 7.02A(b) for each such Participant.

7. Article IX, ALLOCATION OF EMPLOYER CONTRIBUTIONS, is hereby amended, effective January 1, 2018, by adding a new Section 9.05, Allocation of Enhanced Employer Contributions, to read in its entirety as follows:

9.04 Allocation of Enhanced Employer Contributions. The Enhanced Employer Contributions shall be allocated to the Enhanced Employer Contribution Account of each Enhanced Participant as of the Valuation Date coinciding with or next following the date the Enhanced Employer Contribution is made to the Plan in the amount specified under Section 7.02A(c) for each such Participant.

8. The second sentence of Section 10.03 is amended and restated effective January 1, 2018, to read in its entirety as follows:

Such Participant shall be 100% vested in his or her Matching Contribution Account, Whitney Profit Sharing Account, Basic Employer Contribution Account and/or Enhanced Employer Contribution Account, if any, upon the completion of three Years of Service and shall be 100% vested in his or her HHC Safe Harbor Contribution Account upon the completion of two Years of Service.

9. Section 10.06 is amended and restated effective January 1, 2018, to read in its entirety as follows:

10.06 Forfeitures. Upon termination of Service, the non-vested portion of a Participant's Matching Contribution Account, Whitney Profit Sharing Account, HHC Safe Harbor Contribution Accounts, Basic Employer Contribution Account and/or Enhanced Employer Contribution Account, if any, shall be maintained in the applicable Account, until the Participant has a Forfeiture. On the last day of

each Plan Year, prior to making any allocations, the amount of Forfeitures in each Account as of that date shall be determined and shall be segregated. Forfeitures shall be utilized first to reduce future Employer contributions and, to the extent there is any excess, to pay Plan expenses. For Plan Years starting on or after January 1, 2013, but before January 1, 2015, Forfeitures of HHC Safe Harbor Contributions could only be used to pay for Plan expenses.

10. The second sentence of Section 11.05(a) is amended and restated, effective January 1, 2018, to read in its entirety as follows:

Participants may make single sum withdrawals from their other accounts under the Plan, other than their Basic Employer Contribution Account or Enhanced Employer Contribution Account, after attaining age 59½ and before termination of Service.

11. The last paragraph of Section 11.06 is amended and restated, effective January 1, 2018, to read in its entirety as follows:

Hardship distributions shall be made from the Participant's Elective Deferral Account excluding Net Earnings allocated to such account and from the Participant's Hancock Profit Sharing Account, Whitney Profit Sharing Account, or Transfer Account pursuant to the provisions of Section 7.03(b), provided that any Participant who has not elected to receive his or her dividends in cash shall not be entitled to a hardship distribution from the Elective Deferral Account during such Plan Year. In no event shall hardship distributions be made from a Participant's Basic Employer Contribution Account, Enhanced Employer Contribution Account, Matching Contribution Account, or HHC Safe Harbor Contribution Account.

This Amendment is executed this _____ day of _____, 2017.

HANCOCK HOLDING COMPANY

By: _____

Title: _____

SPONSOR

WHITNEY BANK

By: _____

Title: _____

TRUSTEE

HANCOCK HOLDING COMPANY
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amendment No. 4)

THIS AMENDMENT is made by and between **HANCOCK HOLDING COMPANY**, a bank holding company organized under the laws of the State of Mississippi, (the "Sponsor") and **WHITNEY BANK**, a Mississippi bank having its principal office in Gulfport, Mississippi (the "Trustee").

WITNESSETH:

WHEREAS, the Hancock Holding Company 401(k) Savings Plan (previously known as Hancock Bank 401(k) Savings and Investment Plan) (the "Plan") was originally adopted effective July 1, 1996; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety pursuant to the Hancock Holding Company 401(k) Savings Plan and Trust Agreement, effective January 1, 2017 (the "Plan and Trust Agreement"); and

WHEREAS, the Plan may be amended pursuant to Section 17.01 of the Plan and Trust Agreement; and

WHEREAS, the Sponsor wishes to amend the Plan effective as of the Closing Date (as defined in the Equity Interest Purchase Agreement entered by and between Whitney Bank, a wholly owned subsidiary of the Sponsor, and First Tower Finance Company, LLC, executed on February 22, 2018, as amended ("Agreement")) to allow in-kind direct rollovers of Plan loan notes in accordance with Section 5.7(f) of the Agreement;

NOW, THEREFORE, the Plan is hereby amended effective as of the Closing Date, as follows:

3.01 The first sentence of Section 12.02 is hereby amended and restated to read in its entirety as follows:

Subject to the provisions of Article XI and Article XIII, a Participant (or Beneficiary if applicable) whose total vested Accounts exceed $1,000, may elect to receive benefits in cash (or in kind in the case of Employer Stock or a direct rollover of a Plan loan note pursuant to Section 15.03), in any one or more of the following methods:

(a) by a lump-sum payment of the full amount thereof; or

(b) by payment of the amount in installments (either equal or unequal) over a period selected by the Participant that meets the requirement of Article XIII, provided that for benefit elections made on or after January 1, 2016, each installment amount is not less than $100.

3.02 The first paragraph of Section 12.03 is hereby amended by adding the following at the end thereof:

A Participant may also elect a direct rollover of a Plan loan note in accordance with the provisions of this Section 12.03 and Section 15.03.

3.03 Section 15.03 as added to the Plan via Amendment No. 1 to the Plan dated June 28, 2017, is hereby amended by adding the following at the end thereof:

Notwithstanding anything in this Plan to the contrary, a Participant who ceases to be employed by an Employer due to a corporate divestiture may, with the consent of the Plan Administrator, elect a direct rollover of the Participant's Plan loan note to the acquiring entity's tax-qualified plan under Section 401(a) of the Code, provided the terms of such plan permit the acceptance of in-kind direct rollovers of qualified plan loans. Such direct rollover shall be made in accordance with the provisions of Section 12.03.

This Amendment is executed this _____ day of March, 2018.

HANCOCK HOLDING COMPANY

By: _____

Title: _____

SPONSOR

WHITNEY BANK

By: _____

Title: _____

TRUSTEE

HANCOCK HOLDING COMPANY
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amendment No. 5)

THIS AMENDMENT is made by and between **HANCOCK HOLDING COMPANY**, a bank holding company organized under the laws of the State of Mississippi, (the "Sponsor") and **WHITNEY BANK**, a Mississippi bank having its principal office in Gulfport, Mississippi (the "Trustee").

WITNESSETH:

WHEREAS, the Hancock Holding Company 401(k) Savings Plan (previously known as Hancock Bank 401(k) Savings and Investment Plan) (the "Plan") was originally adopted effective July 1, 1996; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety pursuant to the Hancock Holding Company 401(k) Savings Plan and Trust Agreement, effective January 1, 2017 (the "Plan and Trust Agreement"); and

WHEREAS, the Plan may be amended pursuant to Section 17.01 of the Plan and Trust Agreement; and

WHEREAS, effective the 25th day of May, 2018, the name of the Sponsor will be changed to Hancock Whitney Corporation; and

WHEREAS, the Sponsor desires to amend the Plan to change the name of the Plan and otherwise to reflect the new name of the Sponsor.

NOW, THEREFORE, the Plan is hereby amended as follows, effective May 25, 2018:

1. All references, in the Plan to "Hancock Holding Company," are hereby deleted and replaced with "Hancock Whitney Corporation."
2. Section 3.27 of the Plan and Trust Agreement is hereby amended by the deletion of that Section in its entirety and the substitution of the following:

   3.27 Fund shall mean the Hancock Whitney Corporation 401(k) Savings Trust maintained pursuant to the terms of Article I, XX, XXI and XXII of this Plan and Trust Agreement. The terms "Trust" and "Trust Fund" shall have the same meaning as the term "Fund."
3. Section 3.45 of the Plan and Trust Agreement is hereby amended by the deletion of that Section in its entirety and the substitution of the following:

   3.45 Plan shall mean the Hancock Whitney Corporation 401(k) Savings Plan established and maintained under this Plan and Trust Agreement as it may be amended from time to time.

4. Section 3.46 of the Plan and Trust Agreement is hereby amended by the deletion of that Section in its entirety and the substitution of the following:

   3.46 Plan Administrator shall mean Hancock Whitney Bank, acting through its Human Resources Department, unless otherwise expressly provided herein. The Plan Administrator is hereby designated as agent for service of legal process on the Plan.

5. Section 3.54 of the Plan and Trust Agreement is hereby amended by the deletion of that Section in its entirety and the substitution of the following:

   3.54 Sponsor shall mean Hancock Whitney Corporation, a C Corporation as such term is defined under Section 1361(a)(2) of the Code.

6. Section 3.59 of the Plan and Trust Agreement is hereby amended by the deletion of that Section in its entirety and the substitution of the following:

   3.59 Trustee shall mean Hancock Whitney Bank and any successor thereto.

7. The reference to Whitney Bank in the last paragraph of Section 4.01 of the Plan and Trust Agreement is hereby amended to read Hancock Whitney Bank.

8. The reference to the Whitney Bank Human Resources Department in the second paragraph of Section 4.04 of the Plan and Trust Agreement is hereby amended to read the Hancock Whitney Bank Human Resources Department.

9. Section 21.01(b) of the Plan and Trust Agreement is hereby amended by the deletion of that subsection in its entirety and the substitution of the following:

   (b) to permit available Trust funds to remain temporarily uninvested or, in its discretion, to place on time deposit in a savings account, money market account or certificates of deposit in Hancock Whitney Bank, cash funds coming into the Trustee's hands, subject to the provisions of subparagraph (i) of this Section 21.01.

10. Section 24.01(b) of the Plan and Trust Agreement is hereby amended by the deletion of that subsection in its entirety and the substitution of the following:

    (b) Dividend shall mean a distribution in the form of cash or stock paid by Hancock Whitney Corporation with respect to the Qualifying Employer Securities Fund, which is characterized as a dividend under state law.

11. The Plan and Trust is further amended to change all references therein to "HHC Safe Harbor Contribution," "HHC Safe Harbor Contribution Account" and "HHC Safe Harbor Matching Account" to read "HWC Safe Harbor Contribution," "HWC Safe Harbor Contribution Account" and "HWC Safe Harbor Matching Account," respectively, each place such term appears.

This Amendment is executed this _____ day of May, 2018.

HANCOCK HOLDING COMPANY

By: _____

Title: _____

SPONSOR

WHITNEY BANK

By: _____

Title: _____

TRUSTEE

HANCOCK WHITNEY CORPORATION
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amendment No. 6)

THIS AMENDMENT is made by and between **HANCOCK WHITNEY CORPORATION**, a bank holding company organized under the laws of the State of Mississippi, (the "Sponsor") and **HANCOCK WHITNEY BANK**, a Mississippi bank having its principal office in Gulfport, Mississippi (the "Trustee").

WITNESSETH:

WHEREAS, the Hancock Whitney Corporation 401(k) Savings Plan (previously known as the Hancock Holding Company 401(k) Savings Plan) (the "Plan") was originally adopted effective July 1, 1996; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety pursuant to the Hancock Holding Company 401(k) Savings Plan and Trust Agreement (now known as the Hancock Whitney Corporation 401(k) Savings Plan and Trust Agreement), effective January 1, 2017 (the "Plan and Trust Agreement"); and

WHEREAS, the Plan may be amended pursuant to Section 17.01 of the Plan and Trust Agreement; and

WHEREAS, the Sponsor wishes to amend the Plan to exclude Associates classified as interns, to clarify the Designated Dividend election procedures and to make other changes and clarifications;

NOW, THEREFORE, the Plan is hereby amended as follows, effective January 1, 2018, unless otherwise stated below:

12. The Preamble to the Plan is hereby amended to replace all references to "May 29, 1996" with "July 1, 1996."

13. The first paragraph of Section 3.13 is hereby amended and restated to read in its entirety as follows:

Compensation for purposes of computing contributions under this Plan shall mean an Employee's actual cash salary or wages, including base pay, commissions, incentives, overtime and bonuses and excluding extraordinary income, earned after the Employee's effective date of participation pursuant to Section 5.01. Compensation shall include Elective Deferrals under this Plan and any amounts which are contributed to another plan by the Employer pursuant to a salary reduction agreement with the Employee under Sections 125(a), 402(e)(3), 402(h), 402(k), 457(b) or 132(f)(4) of the Code (regardless of whether such amounts are includable in the Employee's taxable income). Compensation also includes payments described in the second to last paragraph of Section 3.51 if made within 2½ months following the Employee's Severance from Employment;

however, effective July 1, 2018, such payments shall not be included in Compensation. Compensation shall not include deferrals made to a nonqualified deferred compensation plan of the Employer or any amounts paid after the Employee's death. Except as otherwise provided in this Plan, Compensation for nondiscrimination testing purposes shall mean W-2 income or any other definition permitted under Section 414(s) of the Code, as amended.

14. Section 3.17 is hereby amended to replace all references to "May 29, 1996" with "July 1, 1996."

3.04 The first paragraph of Section 3.20 is hereby amended to add a new paragraph (h) at the end thereof to read as follows:

(h) Employees classified as "interns" hired under the Company's Intern programs.

3.05 Section 3.20 is hereby further amended by the deletion of the last paragraph of that Section and the substitution of the following:

Notwithstanding the provisions contained in subparagraphs (d) through (h) above, those subparagraphs shall cease to apply to an individual who has completed 1,000 Hours of Service during the one-year period commencing on his or her date of employment, or during any Plan Year commencing after his or her date of employment (the "computation period"). If any Employee becomes an Eligible Employee under this paragraph, he or she shall commence participation as soon as administratively feasible following, but not later than the second payroll period following, the date on which the Employee completes his or her 1,000th Hour of Service during the applicable computation period.

3.06 Article V is hereby amended by the addition of a new Section 5.12 at the end thereof to read as follows:

5.12 Excess Elective Deferrals. A Participant may assign to the Plan the amount of any Elective Deferrals in excess of the amount allowed pursuant to Section 5.07 and, if applicable, Section 5.08, during a taxable year of the Participant ("excess Elective Deferrals") by notifying the Plan Administrator of the amount of the excess Elective Deferrals to be assigned to the Plan. Such notification must be provided to the Plan Administrator on or before March 1 following the end of the Participant's taxable year in which such excess Elective Deferrals were made. Notwithstanding any other provision of the Plan, excess Elective Deferrals, plus any income and minus any loss allocable thereto, shall be distributed no later than April 15 to any Participant to whose account excess Elective Deferrals were assigned for the preceding taxable year and who claimed excess Elective Deferrals for such taxable year. Distribution of excess Elective Deferrals shall be made first from the Participant's pre-tax Elective Deferral account to the extent pre-tax Elective Deferrals were made for the year, unless the Participant specifies otherwise.

The income or loss allocable to excess Elective Deferrals distributed under this Section is the income or loss allocable to the Participant's Elective Deferral Account for the taxable year multiplied by a fraction, the numerator of which is such Participant's excess Elective Deferrals for the year and the denominator of which is the sum of the Participant's Elective Deferral Account balance as of the beginning of the taxable year plus the Participant's Elective Deferrals for the taxable year. No income or loss will be credited to any excess Elective Deferrals for the period between the end of the taxable year and the date of distribution (the gap-period) of such excess Elective Deferrals. No distribution of excess Elective Deferrals shall be made during the taxable year of a Participant in which the excess Elective Deferral was made unless the correcting distribution is made after the date on which the Plan received the excess deferral and both the Participant and the Plan designate the distribution as a distribution of an excess Elective Deferral.

3.07 Section 11.06 is hereby amended by the deletion of the third and fourth paragraphs of that Section and the substitution of the following:

Before a Participant can receive a hardship distribution under this Section, such Participant must have obtained all distributions (other than hardship distributions) and all nontaxable loans (other than hardship loans) currently available under all plans maintained by the Employer, including a request for dividend distribution. A Participant who makes a hardship distribution request under this Section 11.06 and who has previously elected (or is deemed to have previously elected) reinvestment of Designated Dividends in the Qualifying Employer Securities Fund in accordance with Section 24.11, shall be deemed to have affirmatively elected to receive Designated Dividends in cash on the date the hardship distribution is made. The Participant's election to receive Designated Dividends in cash shall remain in effect until the Participant subsequently makes an affirmative election otherwise in accordance with Section 24.11(a). Effective with respect to hardship distributions on or after January 1, 2019, the requirement that a Participant first obtain all available nontaxable loans under all plans of the Employer will no longer be applicable.

With respect to a hardship distribution made to a Participant from this Plan, such Participant shall not be eligible to defer income under this Plan or to make any employee contribution to any other plan of the Employer, except contributions to any health or welfare benefit plan, including one that is part of a cafeteria plan within the meaning of Section 125 of the Code, for six months after receipt of the hardship distribution. Upon conclusion of the six-month suspension period, a Participant's Elective Deferrals shall automatically resume at the Participant's elected deferral rate in effect at the time of suspension or, if the Participant's Elective Deferrals were being made in accordance with the automatic deferral provisions under Section 5.05, at the applicable automatic deferral rate in effect as of the payroll period in which Elective Deferrals are to resume. Notwithstanding the preceding, the Participant may elect a different rate at which Elective Deferrals will resume at the end of the suspension period in accordance with the deferral election procedure in effect under the Plan. The requirements of this paragraph are not applicable to hardship distributions made on or after January 1, 2019.

Hardship distributions shall be made pro rata from the Participant's Elective Deferral Account, excluding Net Earnings allocated to such account, and from any Hancock Profit Sharing Contribution Account, Whitney Profit Sharing Account, Rollover Account and Transfer Account, if any. In no event shall hardship distributions be made from a Participant's Basic Employer Contribution Account, Enhanced Employer Contribution Account, Matching Contribution Account, or HWC Safe Harbor Contribution Account. Notwithstanding the foregoing, the exclusion of Net Earnings on Elective Deferrals will no longer apply to hardship distributions made on or after January 1, 2019.

3.08 The second sentence of Paragraph (e) of Section 15.01 is hereby amended and restated to read in its entirety as follows:

Such security shall be limited to a pledge of no more than 50% of the Participant's right, title and interest in his or her Account (determined immediately after origination of the loan).

3.09 Paragraphs (a) and (b) of Section 24.11 are hereby deleted and substituted with the following and paragraphs (c) through (g) are renumbered accordingly:

(a) Each Eligible Participant shall be entitled to elect (i) to receive distribution of Designated Dividends payable hereunder in the form of cash (any such Participant referred to herein as an "Electing Participant"), or (ii) to reinvest the amount of such Designated Dividends in the Qualifying Employer Securities Fund. Any such election shall be made by such means as may be acceptable to the Plan Administrator and may be changed at any time. Any Eligible Participant who fails to make an election shall be deemed to have elected the reinvestment of Designated Dividends in the Qualifying Employer Securities Fund. Except as provided under Section 11.06, an Electing Participant's affirmative (or deemed) election shall remain in effect until the Participant affirmatively elects otherwise.

This Amendment is executed this _____ day of July, 2018.

HANCOCK WHITNEY CORPORATION

By: _____

Title: _____

SPONSOR

HANCOCK WHITNEY BANK

By: _____

Title: _____

TRUSTEE

HANCOCK WHITNEY CORPORATION
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amendment No. 7)

THIS AMENDMENT is made by and between **HANCOCK WHITNEY CORPORATION**, a bank holding company organized under the laws of the State of Mississippi, (the "Sponsor") and **HANCOCK WHITNEY BANK**, a Mississippi bank having its principal office in Gulfport, Mississippi (the "Trustee").

WITNESSETH:

WHEREAS, the Hancock Whitney Corporation 401(k) Savings Plan (previously known as the Hancock Holding Company 401(k) Savings Plan) (the "Plan") was originally adopted effective July 1, 1996; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety pursuant to the Hancock Holding Company 401(k) Savings Plan and Trust Agreement (now known as the Hancock Whitney Corporation 401(k) Savings Plan and Trust Agreement), effective January 1, 2017 (the "Plan and Trust Agreement"); and

WHEREAS, the Plan may be amended pursuant to Section 17.01 of the Plan and Trust Agreement; and

WHEREAS, the Sponsor wishes to amend the Plan to add a qualified Roth contribution program with an in-plan Roth conversion feature pursuant to Section 402A of the Code and to make other changes and clarifications;

NOW, THEREFORE, the Plan is hereby amended as follows, effective January 1, 2018, unless otherwise stated:

15. Article III, DEFINITIONS, is hereby amended to add the following new definitions:

Designated Roth Account shall mean, as the context requires, any of a Participant's Roth Elective Deferral Account, Roth Rollover Account, In-Plan Roth Rollover Contribution Account, or In-Plan Roth Transfer Contribution Account established under the provisions of the Plan, or a separate account established for the Participant's benefit under another plan qualified under Section 401(k) of the Code that offers a qualified Roth contribution program pursuant to Section 402A of the Code.

In-Plan Roth Conversion shall mean a distribution from a Participant's Accounts, other than a Roth Elective Deferral Account or Roth Rollover Account that is rolled over to the Participant's In-Plan Roth Rollover Contribution Account and/or In-Plan Roth Transfer Contribution Account, as applicable, in accordance with Section 7.03A.

In-Plan Roth Rollover Contribution shall mean a contribution made to a Participant's In-Plan Roth Rollover Contribution Account in accordance with Section 7.03A(b).

In-Plan Roth Rollover Contribution Account shall mean the Account credited with In-Plan Roth Rollover Contributions made on the Participant's behalf pursuant to Section 7.03A(b) and Net Earnings thereon.

In-Plan Roth Transfer Contribution shall mean a contribution made to the Participant's In-Plan Roth Transfer Contribution Account in accordance with Section 7.03A(c).

In-Plan Roth Transfer Contribution Account shall mean the Account credited with In-Plan Roth Transfer Contributions made on the Participant's behalf pursuant to Section 7.03A(c) and Net Earnings thereon.

Pre-Tax Catch-Up Contribution shall mean the additional pre-tax contributions made by a Participant in accordance with Section 5.08.

Pre-Tax Elective Deferral shall mean the amount of Compensation subject to automatic deferral under Section 5.05 or that the Participant has elected to defer under the provisions of this Plan that are not includible in the Participant's gross income at the time deferred.

Pre-Tax Elective Deferral Account shall mean the Account established on behalf of each Participant to which shall be credited the Participant's Pre-Tax Elective Deferrals and Net Earnings thereon.

Roth Catch-Up Contributions shall mean the additional after-tax contributions made by a participant in accordance with Section 5.08.

Roth Elective Deferral shall mean the amount a Participant elects to defer under the provisions of the Plan that is (i) irrevocably designated by the Participant at the time of the deferral election as a Roth Elective Deferral; (ii) treated by the Employer as includable in the Participant's income at the time the Participant would have received the amount in cash if the Participant had not made the deferral election, (iii) maintained by the Plan in a separate Account, and (iv) intended to meet the requirements of Section 402A of the Code. Roth Elective Deferrals must satisfy all Plan restrictions applicable to Pre-Tax Elective Deferrals.

Roth Elective Deferral Account shall mean the Account established on behalf of each Participant to which shall be credited the Participant's Roth Elective Deferrals and Net Earnings thereon.

Roth Rollover Account shall mean the Account credited with Roth Rollover Contributions made by a Participant, if any, and the Net Earnings thereon.

Roth Rollover Contribution shall mean a contribution by an Employee to the Plan attributable to an eligible rollover distribution (as defined under Section 402(c)(4) of the Code) from the Employee's Designated Roth Accounts under another qualified 401(k) plan made in accordance with Section 7.03 hereof.

16. The definition of "Account" as previously added to Article III by paragraph 1 of Amendment No. 3 dated June 22, 2017, is hereby amended and restated to read in its entirety as follows:

Account shall mean any of a Participant's Pre-Tax Elective Deferral Account, Roth Elective Deferral Account, Hancock Profit Sharing Contribution Account, HWC Safe Harbor Contribution Account (or HWC Safe Harbor Matching Account), Matching Contribution Account, Rollover Account, Roth Rollover Account, Transfer Account, In-Plan Roth Rollover Contribution Account, In-Plan Roth Transfer Contribution Account, Whitney Profit Sharing Account, Whitney Safe Harbor Account, Whitney Thrift Incentive Account, Basic Employer Contribution Account or Enhanced Employer Contribution Account established on behalf of such Participant.

17. Section 3.18 is hereby amended and restated to read in its entirety as follows:

3.18 Elective Deferrals shall mean amounts contributed to this Plan by the Employer on behalf of a Participant as a Pre-Tax Elective Deferral and/or Roth Elective Deferral. Unless otherwise specified herein, Elective Deferrals shall include Pre-Tax Catch-Up Contributions and/or Roth Catch-Up Contributions.

18. Section 3.19 is hereby deleted in its entirety and substituted with the following:

3.19 RESERVED.

19. Section 3.38 is hereby amended and restated to read in its entirety as follows:

3.38 Matching Contribution shall mean the Employer's contribution based on the Participant's Pre-Tax Elective Deferrals for Plan Years prior to January 1, 2013.

20. Section 5.04 is amended and restated to read in its entirety as follows:

5.04 Elective Deferrals. Each Participant may elect to defer a portion of his or her Compensation as a Pre-Tax Elective Deferral and/or Roth Elective Deferral for each Plan Year, and his or her Compensation shall be reduced by the amount he or she elects to defer. Such deferral may be made in any whole percentage, not to exceed a total of 80% of Compensation. Notwithstanding the foregoing, effective July 1, 2018, deferral elections may be made in any whole or fractional percentage, provided the elected percentage is not less than 1% and no more than 80% of Compensation.

21. Section 5.05 is hereby amended and restated to read in its entirety as follows:

5.05 Automatic Pre-Tax Elective Deferrals. Each Participant who has failed to make an election to defer a portion of his or her Compensation on a pre-tax and/or Roth after-tax basis shall be automatically enrolled in the Plan on a pre-tax basis upon meeting the eligibility requirements. The amount of a Participant's automatic Pre-Tax Elective Deferrals shall be calculated as follows:

(a) The deferral of 3% of Compensation, which amount shall be deferred during the Plan Year in which the Participant commences participation;

(b) The deferral of 4% of Compensation, which amount shall be deferred during the entire Plan Year that contains the first anniversary date of the commencement of the Participant's participation;

(c) The deferral of 5% of Compensation, which amount shall be deferred during the entire Plan Year that contains the second anniversary date of the commencement of the Participant's participation; and

(d) The deferral of 6% of Compensation, which amount shall be deferred during the entire Plan Year that contains the third anniversary date of the commencement of the Participant's participation and during each subsequent Plan Year until the Participant affirmatively elects otherwise in accordance with Sections 5.04 or 5.06.

22. Section 5.06 is hereby amended and restated to read in its entirety as follows:

5.06 Revocation/Change. Any Participant who does not wish to defer or who desires to defer a different percentage may make an affirmative election to defer 0% or a different percent of Compensation on a pre-tax and/or Roth after-tax basis prior to the commencement of automatic Pre-Tax Elective Deferrals. A Participant who does not wish to defer may elect to withdraw previously deferred automatic Pre-Tax Elective Deferrals (and Net Earnings thereon), provided the Participant makes a written request to the Plan Administrator (or its designee) for the return of such deferrals within 90 days after the date the Participant's first automatic Pre-Tax Elective Deferral is made. A Participant may change his or her Elective Deferral election at any time.

3.10 The first sentence of Section 5.07 is hereby amended and restated to read in its entirety as follows:

Except as provided in Section 5.08, no Participant shall be permitted to have Elective Deferrals made under this Plan, or any other qualified plan maintained by the Employer during any taxable year, in excess of the dollar limitation contained in Section 402(g) of the Code in effect for such taxable year; and no Participant may make Elective Deferrals in an amount that will cause the Plan to violate the provisions of Section 7.04 of this Plan.

23. Section 5.08 is hereby amended and restated to read in its entirety as follows:

All Participants who are eligible to make Elective Deferrals under this Plan and who have attained age 50 before the close of their taxable year shall be eligible to make Pre-Tax Catch-Up Contributions and/or Roth Catch-Up Contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code and Treasury Regulations thereunder. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Sections 401(a)(4), 401(k)(3), 410(b) or 416 of the Code, as applicable, by reason of the making of such Pre-Tax Catch-Up Contributions and/or Roth Catch-Up Contributions.

24. The first sentence of Section 5.09 is hereby amended and restated to read in its entirety as follows:

The amount by which the Participant's Compensation is reduced, including any Pre-Tax Catch-Up Contributions and/or Roth Catch-Up Contributions, shall be that Participant's Elective Deferrals and shall be contributed to the Plan by the Employer and allocated to the Participant's Pre-Tax Elective Deferral Account and/or Roth Elective Deferral Account, as applicable.

25. The second paragraph of Section 5.11 is hereby amended to add the following sentence at the end thereof:

Any correction or distribution required in order for the Plan to satisfy the nondiscrimination testing requirements under Section 401(k) of the Code and regulations thereunder shall be satisfied first from Roth Elective Deferrals and, to the extent such amounts are insufficient, from Pre-Tax Elective Deferrals.

26. Section 7.03(a) is hereby amended and restated to read in its entirety as follows:

(a) Rollover Accounts. The Plan Administrator may accept rollover amounts or direct transfers of an eligible rollover distribution from:

(i) a qualified plan described in Section 401(a) or 403(a) of the Code, excluding after-tax employee contributions other than from Designated Roth Accounts;

(ii) an annuity contract described in Section 403(b) of the Code; excluding after-tax employee contributions other than from Designated Roth Accounts,

(iii) an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state;

(iv) an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includable in gross income; or

(v) effective January 1, 2018, this Plan for the purposes of an In-Plan Roth Conversion pursuant to Section 7.03A.

Except as otherwise provided in Sections 15.03 and 7.03A(e)(iv) all amounts rolled over to this Plan shall be in cash. The Trustee may require the Employee to establish that the amounts to be rolled over to the Trust meet all Code requirements. The Employee may be required to provide information regarding the amounts to be rolled over that will allow the Plan Administrator to reasonably conclude that the contribution is a valid rollover contribution. This information may include a determination letter with regard to the distributing plan. In the event the Plan Administrator reasonably concludes that the contribution is a valid rollover and later determines that the rollover is an invalid rollover, the amount of the invalid rollover, plus any Net Earnings attributable thereto, shall be distributed to the Employee within a reasonable time after such determination.

Amounts rolled over to this Plan on behalf of an Employee in accordance with this Section or Section 7.03A shall be placed in a Rollover Account, Roth Rollover Account, In-Plan Roth Rollover Contribution Account or In-Plan Roth Transfer Contribution Account, as applicable, for that Employee and shall be fully vested. Rollovers made pursuant to this Section shall not be considered Annual Additions under Section 7.04 of this Plan. Upon an Employee's entitlement to benefits under this Plan, the value of his or her Rollover Account or Accounts shall be distributed to him or her under the provisions of this Plan. Rollover Contributions and Roth Rollover Contributions under this Section shall be accepted for Employees who have completed at least one Hour of Service with the Employer.

The Plan Administrator shall maintain a separate record of the amount of Roth Rollover Contributions in the Participant's Roth Rollover Account. No amounts other than Roth Rollover Contributions and attributable Net Earnings shall be credited to a Participant's Roth Rollover Account. Said

Accounts shall be invested jointly with the other assets and share in Net Earnings of the Fund when so invested, but shall not participate in Employer contributions. A Participant's Rollover Account and Roth Rollover Account, if any, may be distributed for reasons of hardship under Section 11.06 of this Plan. A Participant's In-Plan Roth Rollover Contribution Account and In-Plan Roth Transfer Contribution Account, if any, shall be administered in accordance with Section 7.03A.

27. Article VII, CONTRIBUTIONS, is hereby amended to add a new Section 7.03A, In-Plan Roth Conversions, to read in its entirety as follows:

7.03A In-Plan Roth Conversions

(a) Eligible Participant. An Eligible Participant includes a Participant, the Participant's surviving Spouse and an Alternate Payee who is a Spouse or former Spouse of a Participant. Terminated Participants may also make an In-Plan Roth Conversion in accordance with this Section 7.03A. A non-spouse Beneficiary may not make an In-Plan Roth Conversion.

(b) In-Plan Roth Rollover Contributions. An Eligible Participant who has Accounts that meet the requirements for an eligible rollover distribution (as defined under Section 402(c)(4) of the Code) and that consist of vested Account balances (other than amounts held in a Designated Roth Account), may make an irrevocable rollover of all or part of such distribution back into the Plan as an In-Plan Roth Rollover Contribution in accordance with Section 402A(c)(4) of the Code. In-Plan Roth Rollover Contributions may only be made via a direct rollover.

(c) In-Plan Roth Transfer Contributions. An Eligible Participant may make an irrevocable election to transfer eligible amounts from vested Account balances (other than amounts held in a Designated Roth Account) that are not otherwise distributable to an In-Plan Roth Transfer Contribution Account established on behalf of the Participant in accordance with Section 402A(c)(4)(E) of the Code.

(d) Taxable Income. Any amount that is converted under this Section 7.03A shall be treated as includible in the Eligible Participant's gross income in the year of conversion to the extent required by the Code and State and local law. If the distribution includes Employer Stock, the amount includable in gross income includes any net unrealized appreciation within the meaning of Section §402(e)(4) of the Code.

(e) Limitations and Conditions.

(i) Frequency. Eligible Participants may request an In-Plan Roth Conversion under this Section 7.03A at any time.

(ii) Amounts Not Eligible for Conversion. The following are not eligible for conversion: non-vested Employer contributions; hardship withdrawals; required minimum distributions; plan loans regardless of whether or not treated as a "deemed distribution" under Section 72(p) of the Code); periodic payments; amounts withdrawn under Section 5.06; cash Dividends; and corrective distributions.

(iii) Notices. To the extent applicable, notices shall be provided to Eligible Participants before any conversion including, but not limited to, notice under Section 402(f) of the Code.

(iv) Investment of Converted Amounts. Amounts converted pursuant to this Section 7.03A will remain invested in the same funds as the amounts were invested prior to the conversion and shall be subject to the same investment limitations and restriction that applied prior to the conversion. Notwithstanding the foregoing, any amounts invested through a brokerage account (if offered under the Plan) must be liquidated to cash before conversion and will be invested in accordance with the Participant's then-current investment directions or, if none, invested in the Plan's default investment fund until the Participant affirmatively directs otherwise.

(v) Direct Rollover of Converted Amounts to Other Plans. An Eligible Participant may elect to make a Direct Rollover of an eligible rollover distribution (as defined under Section 402(c)(4) of the Code) from his or her In-Plan Roth Rollover Contribution Account and/or In-Plan Roth Transfer Contribution Account only to another designated Roth account in a 401(k) plan or Roth IRA of the Eligible Participant and only as allowed by Section 402(c) of the Code.

(vi) Distribution Restrictions. In-Plan Roth Transfer Contributions under Section 7.03A(c) shall remain subject to the same distribution restrictions that

applied to such amounts under the Plan and the Code prior to the conversion. Notwithstanding the foregoing, In-Plan Roth Transfer Contributions shall not be eligible for hardship withdrawal under Section 11.06.

(vii) Accounting. The Administrator shall maintain a separate record of amounts credited to a Participant's In-Plan Roth Rollover Contribution Account and/or In-Roth Transfer Contribution Account and Net Earnings thereon, as applicable, and shall administer such Accounts in accordance with the Code, IRS guidance and Plan provisions.

(viii) Procedures. Amounts to be converted under this Section 7.03A will be taken from an Eligible Participant's Accounts and investments in accordance with such ordering and other procedures as may be established from time to time by the Plan Administrator.

(f) Treatment of In-Plan Roth Conversion Amounts.

(i) Subject to the terms of the Plan including this Section 7.03A, converted amounts shall be treated in the same manner as Roth Rollover Contributions. If an Eligible Participant converts an amount that is subsequently determined to be an excess deferral, as defined under Section 402(g) of the Code, an excess contribution as defined under Section 401(k) of the Code, or an excess aggregate contribution, as defined under Section 401(m) of the Code, and the excess amount, plus applicable Net Earnings, is to be distributed from the Plan, the excess amount, plus applicable Net Earnings, will be distributed in accordance with Code requirements from the In-Plan Roth Rollover Contribution Account or In Plan Roth Transfer Contribution Account, as applicable, even if the amount was otherwise nondistributable at the time of the conversion. The Plan will take into account amounts in a Participant's In-Plan Roth Rollover Contribution Account and In-Plan Roth Transfer Contribution Account, if any, for purposes of the mandatory distributions provisions under Section 11.02.

(ii) Converted amounts will not be treated as a distribution for the following purposes: Section 72(p) of the Code

(relating to Plan loans); Section 401(a)(11) of the Code (relating to spousal consent); Section 411(a)(11) of the Code (relating to participant consent for distributions of accrued benefits in excess of $5,000); and Section 411(d)(6)(b)(ii) of the Code (relating to elimination of optional form of benefit). Converted amounts will be treated as a distribution for purposes of Section 402(e)(4)(B) of the Code (relating to net unrealized appreciation of employer securities).

(iii) Amounts transferred pursuant to Section 7.03A(c) shall be treated as a distribution to which Section 402A(4) of the Code applies that were contributed to the Plan in a qualified rollover contribution (within the meaning of Section 408A(e) of the Code) to a Designated Roth Account. In addition, the Plan shall not be treated as violating the provisions of Section 401(k)(2)(B)(i), 403(b)(7)(A)(i), 403(b)(11), or 457(d)(1)(A) of the Code, or Section 8433 of Title 5 of the United States Code, solely by reason of such transfer.

28. The first sentence of the second paragraph of Section 7.04 is hereby amended and restated to read in its entirety as follows:

In determining the maximum Annual Additions to this Plan, Elective Deferrals (excluding Pre-Tax Catch-Up Contributions and/or Roth Catch-Up Contributions), HWC Safe Harbor Contributions, Basic Employer Contributions, Enhanced Employer Contributions and Forfeitures shall be included.

29. The first sentence of Section 9.01 is hereby amended and restated to read in its entirety as follows:

Elective Deferrals shall be allocated to each Participant's Pre-Tax Elective Deferral Account and/or Roth Elective Deferral Account, as applicable, as of the Valuation Date coinciding with or next following the date the Elective Deferral is contributed to the Plan. The amount of the allocation to each such Account, if any, shall be equal to the Pre-Tax Elective Deferrals and/or Roth Elective Deferrals, as applicable, of the Participant.

30. Section 10.01 is hereby amended and restated to read in its entirety as follows:

10.01 Fully Vested Accounts. Each Participant's Pre-Tax Elective Deferral Account, Roth Elective Deferral Account, Hancock Profit Sharing Account, Whitney Rollover Account, Whitney Safe Harbor Account, Transfer Account, Whitney Thrift Incentive Account, Rollover Account, Roth Rollover Account, In-Plan Roth Rollover Contribution Account and In-Plan Roth Transfer Contribution Account shall be fully vested at all times.

3.11 Section 11.02 is hereby amended by the deletion of the parenthetical in the first sentence of that Section and the substitution of the following:

(inclusive of all Account balances)

3.12 Section 11.03 is hereby amended by the deletion of the parenthetical in the first sentence of that Section and the substitution of the following:

(inclusive of all Account balances)

3.13 The first sentence of Section 11.05(a) is hereby amended and restated to read in its entirety as follows:

Single sum withdrawals from a Participant's Rollover Account, Roth Rollover Account and In-Plan Roth Rollover Contribution Account may be made at any time.

3.14 The second sentence of the fourth paragraph and the last paragraph of Section 11.06, as amended by Amendment No. 6, are hereby amended and restated to each read in their respective entireties as follows:

Upon conclusion of the six-month suspension period, a Participant's Elective Deferrals shall automatically resume in the same form (i.e., Pre-Tax Elective Deferral and/or Roth Elective Deferral) and deferral rate in accordance with the Participant's deferral elections in effect immediately prior to the suspension or, if the Participant's Elective Deferrals were being made in accordance with the automatic deferral provisions under Section 5.05, at the applicable automatic deferral rate in effect as of the payroll period in which Elective Deferrals are to resume.

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Hardship distributions shall be made pro rata from the Participant's Pre-Tax Elective Deferral Account and Roth Elective Deferral Account, if any, excluding Net Earnings allocated to such Accounts, and from any Profit Sharing Account, Whitney Profit Sharing Account, Rollover Account, Roth Rollover Account, In-Plan Roth Rollover Contribution Account and Transfer Account, if any. In no event shall hardship distributions be made from a Participant's Basic Employer Contribution Account, Enhanced Employer Contribution Account, Matching Contribution Account, or HWC Safe Harbor Contribution Account. Notwithstanding the foregoing, the exclusion of Net Earnings on Elective Deferrals will no longer apply to hardship distributions made on or after January 1, 2019.

3.15 The first paragraph of Section 12.03 is hereby amended to add the following immediately following the first sentence thereof:

A distributee may also elect to have all or any portion of such a distribution paid directly to the Plan in the form of an In-Plan Roth Conversion provided the requirements under Section 7.03A are met in addition to the restrictions listed below.

3.16 Section 23.03 is hereby amended by the deletion of the first two sentences of that Section and the substitution of the following:

The Plan Administrator shall allow a Participant under this Article XXIII to make up Elective Deferrals to his or her Pre-Tax Elective Deferral Account and/or Roth Elective Deferral Account, as applicable, up to an amount equal to the amount of Elective Deferrals which he or she would have been able to contribute during the period of Qualified Military Service (less any such amounts the Participant actually contributed during such period).

3.17 Section 23.04 is hereby amended and restated to read in its entirety as follows:

23.04 Make-Up Employer Contributions. The Employer shall make up any HWC Safe Harbor Contribution that the Employer would have made and which the Plan Administrator would have allocated to the Participant's Account during the period of Qualified Military Service based on any make-up Elective Deferrals that the Participant makes under Section 23.03. The Employer will also make any Basic Employer Contributions and/or Enhanced Employer Contributions the Participant would have been entitled to receive during the period of Qualified Military Service had the Participant remained employed during such period.

This Amendment is executed this _____ day of July, 2018.

HANCOCK WHITNEY CORPORATION

By: _____

Title: _____

SPONSOR

HANCOCK WHITNEY BANK

By: _____

Title: _____

TRUSTEE

HANCOCK WHITNEY CORPORATION
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amendment No. 8)

THIS AMENDMENT is made by and between **HANCOCK WHITNEY CORPORATION**, a bank holding company organized under the laws of the State of Mississippi, (the "Sponsor") and **HANCOCK WHITNEY BANK**, a Mississippi bank having its principal office in Gulfport, Mississippi (the "Trustee").

WITNESSETH:

WHEREAS, the Hancock Whitney Corporation 401(k) Savings Plan (previously known as the Hancock Holding Company 401(k) Savings Plan) (the "Plan") was originally adopted effective July 1, 1996; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety pursuant to the Hancock Holding Company 401(k) Savings Plan and Trust Agreement (now known as the Hancock Whitney Corporation 401(k) Savings Plan and Trust Agreement), effective January 1, 2017 (the "Plan and Trust Agreement"); and

WHEREAS, the Plan may be amended pursuant to Section 17.01 of the Plan and Trust Agreement; and

WHEREAS, the Sponsor desires to amend the Plan to provide credit under the Plan for Years of Service with Capital One, National Association, and certain of its affiliates ("Capital One") to employees of Capital One who became employed by the Sponsor or an Affiliate in connection with the acquisition of certain business operations from Capital One by the Sponsor's wholly-owned subsidiary, Hancock Whitney Bank (previously known as Whitney Bank), pursuant to that certain Transaction Agreement by and among Capital One, National Association, Interim Bank Virginia, N.A., Interim Bank Louisiana, N.A., and Hancock Whitney Bank, dated December 15, 2017.

NOW, THEREFORE, the Plan is hereby amended, effective July 14, 2018, as follows:

31. The second paragraph of Section 3.52, as previously amended, is further amended to add a new subparagraph (d) at the end thereof to read in its entirety as follows:

(d) Service with Capital One and its affiliates shall count for purposes of eligibility to participate and vesting for individuals who became Employees of the Sponsor or an Affiliate thereof on July 14, 2018 (the "Transfer Date") in connection with the acquisition by Hancock Whitney Bank of certain business operations of Capital One, and who were employed by Capital One on the day immediately preceding the Transfer Date, including those individuals on an approved leave of absence who return to work within six months following the Transfer Date (or such later date as is required by applicable law).

This Amendment is executed this _____ day of July, 2018.

HANCOCK WHITNEY CORPORATION

By: _____

Title: _____

SPONSOR

HANCOCK WHITNEY BANK

By: _____

Title: _____

TRUSTEE

HANCOCK WHITNEY CORPORATION
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amendment No. 9)

THIS AMENDMENT is made by and between **HANCOCK WHITNEY CORPORATION**, a bank holding company organized under the laws of the State of Mississippi, (the "Sponsor") and **HANCOCK WHITNEY BANK**, a Mississippi bank having its principal office in Gulfport, Mississippi (the "Trustee").

WITNESSETH:

WHEREAS, the Hancock Whitney Corporation 401(k) Savings Plan (the "Plan") was originally adopted effective July 1, 1996; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety pursuant to the Hancock Holding Company 401(k) Savings Plan and Trust Agreement (now known as the Hancock Whitney Corporation 401(k) Savings Plan and Trust Agreement), effective January 1, 2017 (the "Plan and Trust Agreement"); and

WHEREAS, the Plan may be amended pursuant to Section 17.01 of the Plan and Trust Agreement; and

WHEREAS, the Sponsor desires to amend the participation provisions of the Plan with respect to Employees who first meet the eligibility requirements on or after October 1, 2018.

NOW, THEREFORE, the Plan is hereby amended, effective October 1, 2018, as follows:

1. Section 5.01 of the Plan is hereby amended by the deletion of that Section in its entirety and the substitution of the following:

> 5.01 Eligibility. Any Eligible Employee who has completed 60 days of continuous service and attained age 18 shall commence participation in the first payroll period beginning coincident with or after the first day of the month immediately following the date such eligibility requirements are met.

This Amendment is executed this _____ day of _____, 2018.

HANCOCK WHITNEY CORPORATION

By: _____

Title: _____

SPONSOR

HANCOCK WHITNEY BANK

By: _____

Title: _____

TRUSTEE

HANCOCK WHITNEY CORPORATION
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amendment No. 10)

THIS AMENDMENT is made by and between **HANCOCK WHITNEY CORPORATION**, a bank holding company organized under the laws of the State of Mississippi, (the "Sponsor") and **HANCOCK WHITNEY BANK**, a Mississippi bank having its principal office in Gulfport, Mississippi (the "Trustee").

WITNESSETH:

WHEREAS, the Hancock Whitney Corporation 401(k) Savings Plan (the "Plan") was originally adopted effective July 1, 1996; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety pursuant to the Hancock Holding Company 401(k) Savings Plan and Trust Agreement (now known as the Hancock Whitney Corporation 401(k) Savings Plan and Trust Agreement), effective January 1, 2017 (the "Plan and Trust Agreement"); and

WHEREAS, the Plan may be amended pursuant to Section 17.01 of the Plan and Trust Agreement; and

WHEREAS, the Sponsor desires to amend the Plan to clarify the Plan's participation provisions with respect to Employees who first meet the eligibility requirements on or after October 1, 2018; to reinstate partial distributions; and to make other changes and clarifications.

NOW, THEREFORE, the Plan is hereby amended as follows, effective January 1, 2019, unless otherwise stated:

1. Section 3.20 is hereby amended by the deletion of the last sentence of the last paragraph of that Section and the substitution of the following:

If any Employee becomes an Eligible Employee under this paragraph, then he or she shall commence participation in the first payroll period beginning coincident with or after the first day of the month immediately following the date on which the Employee completes his or her 1,000th Hour of Service during the applicable computation period.

2. Article IV, PLAN ADMINISTRATION, is hereby amended by the addition of a new Section 4.08 at the end thereof to read as follows:

4.08 ERISA Expense Account. The agreements entered into by and between the Employer and the Plan's recordkeeper, Trustee or other service provider(s) (each a "Provider") may state that a portion of amounts that would otherwise be paid to the Provider and are attributable to Plan assets will instead remain in the Plan. Any such recaptured fees shall be held in an unallocated trust account maintained under the Plan (the "ERISA Expense Account") and thereafter shall be used exclusively for the benefit of Participants, their Beneficiaries and Alternate Payees, or to defray the reasonable expenses of

administering the Plan. Amounts held in the ERISA Expense Account shall be invested in the fund or funds provided for such purposes as specified in the applicable agreement with the Provider, or, if not specified, according to the directions of the Investment Committee or its designee.

The expenses that may be paid from the ERISA Expense Account are limited to expenses that may be paid from plan assets under ERISA. Expenses may be paid or reimbursed from the ERISA Expense Account only upon the review and approval of the Plan Administrator or its designee or such other appropriate fiduciary of the Plan.

The Plan Administrator or its designee may instruct that all or a portion of the ERISA Expense Account balance be allocated to Participants. In such event, such amounts shall be treated as additional earnings and allocated to Plan Participants in a reasonable manner as determined by the Plan Administrator including, but not limited to, pro rata on the basis of account balances or per capital in identical amounts.

3. Section 10.05 is hereby amended by the deletion of such section in its entirety and the substitution of the following:

10.05 Break in Service.

(a) Vesting upon Reemployment. In the event a former Participant incurs five consecutive one-year Breaks in Service and is rehired, his post-Break Years of Service shall not be utilized in determining his vested interest in his Matching Contribution Account, Whitney Profit Sharing Account, HWC Safe Harbor Contribution Account, Basic Employer Contribution Account and/or Enhanced Employer Contribution Account established prior to his Breaks in Service. Such Participant's pre-Break in Service Years of Service shall be utilized for purposes of vesting the Participant's post-Break Matching Contribution Account, HWC Safe Harbor Contribution Account, Basic Employer Contribution Account and/or Enhanced Employer Contribution Account, as applicable.

In the event a Participant does not have five consecutive one-year Breaks in Service, both the pre-break and post-break Service shall count in vesting the pre-break and post-break Matching Contribution Account, HWC Safe Harbor Contribution Account, Basic Employer Contribution Account and/or Enhanced Employer Contribution Account, as applicable.

(b) Restoration of Forfeited Amounts. If any former Participant is rehired by the Employer before five consecutive one-year Breaks in Service, and such former Participant received, or was deemed to have received, a distribution of his entire vested interest prior to his reemployment, forfeited amounts shall be reinstated only if the Participant repays the full amount distributed to him/her before the earlier of five years after the first date on which the Participant is subsequently reemployed by the Employer

or the close of the first period of five consecutive one-year Breaks in Service commencing after the distribution, or in the event of a deemed distribution, upon the reemployment of such former Participant. If a distribution occurs for any reason other than a separation from service, the time for repayment may not end earlier than five years after the date of distribution. In the event the former Participant does repay the full amount distributed to him/her, or in the event of a deemed distribution, the forfeited portion of the Participant's account will be restored in full, unadjusted by any gains or losses. The source for such reinstatement shall first be from any Forfeitures as provided in Section 10.06. If such source is insufficient, then the Employer shall contribute an amount which is sufficient to restore any such forfeited amounts.

4. Section 10.06 as previously amended is hereby further amended to read in its entirety as follows:

10.06 Forfeitures. Upon termination of Service, the non-vested portion of a Participant's Matching Contribution Account, Whitney Profit sharing Account, HWC Safe Harbor Contribution Accounts, Basic Employer Contribution Account and/or Enhanced Employer Contribution Account, if any, shall be maintained in the applicable Account, until the Participant has a Forfeiture. On the last day of each Plan Year, prior to making any allocations, the amount of Forfeitures in each Account as of that date shall be determined and shall be segregated. Forfeitures as so determined for the Plan Year, shall first be utilized to reinstate, in accordance with Section 10.05 above, previously forfeited Participant's Matching Contribution Accounts, Whitney Profit Sharing Accounts, HWC Safe Harbor Contribution Accounts, Basic Employer Contribution Accounts and/or Enhanced Employer Contribution Accounts, if any, of Participants who are rehired and repay previously distributed amounts. Any remaining Forfeitures are next utilized to reduce future Employer contributions and, to the extent there is any excess, to pay Plan expenses. For Plan Years starting on or after January 1, 2013, but before January 1, 2015, Forfeitures of HWC Safe Harbor Contributions could only be used for Plan expenses.

5. Section 12.02 is hereby amended effective January 1, 2018, by the deletion of the first paragraph of that Section and the substitution of the following:

Subject to the provisions of Article XI and Article XIII, a Participant (or Beneficiary if applicable) whose total vested Accounts exceed $1,000, may elect to receive benefits in cash (or in kind in the case of Employer Stock or a direct rollover of a Plan loan note pursuant to Section 15.03), in any one or more of the following methods:

(a) by a lump-sum payment of the full amount thereof;

(b) by payment of the amount in installments (either equal or unequal) over a period selected by the Participant that meets the requirement of Article XIII, provided that each installment amount is not less than $100; or

(c) effective January 1, 2018, by periodic, partial withdrawals, provided each withdrawal amount is not less than $100.

This Amendment is executed this _____ day of December, 2018.

HANCOCK WHITNEY CORPORATION

By: _____

Title: _____

SPONSOR

HANCOCK WHITNEY BANK

By: _____

Title: _____

TRUSTEE

HANCOCK WHITNEY CORPORATION
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amendment No. 11)

THIS AMENDMENT is made by and between **HANCOCK WHITNEY CORPORATION**, a bank holding company organized under the laws of the State of Mississippi, (the "Sponsor") and **HANCOCK WHITNEY BANK**, a Mississippi bank having its principal office in Gulfport, Mississippi (the "Trustee").

WITNESSETH:

WHEREAS, the Hancock Whitney Corporation 401(k) Savings Plan (the "Plan") was originally adopted effective July 1, 1996; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety pursuant to the Hancock Holding Company 401(k) Savings Plan and Trust Agreement (now known as the Hancock Whitney Corporation 401(k) Savings Plan and Trust Agreement), effective January 1, 2017 (the "Plan and Trust Agreement"); and

WHEREAS, the Plan may be amended pursuant to Section 17.01 of the Plan and Trust Agreement; and

WHEREAS, the Sponsor desires to amend the Plan to add a "true-up" matching contribution feature;

NOW, THEREFORE, the Plan is hereby amended as follows, effective January 1, 2019, unless otherwise stated:

6. Article III, DEFINITIONS, is hereby amended to add the following new definition:

True-Up Safe Harbor Contribution shall mean the additional contribution, if any, made to a Participant's HWC Safe Harbor Contribution Account pursuant to Section 7.02.

7. Section 7.02 is hereby amended by the addition of the following at the end thereof:

In the event the sum of the HWC Safe Harbor Contribution made for a Participant on a payroll period or other periodic basis during a Plan Year ("Periodic Safe Harbor Match") does not equal the HWC Safe Harbor Contribution that would be made for such Participant by applying the formula in the previous paragraph on a Plan Year basis ("Plan Year Safe Harbor Match"), then a True-Up Safe Harbor Contribution will be made to such Participant's HWC Safe Harbor Contribution Account. The amount of such True-Up Safe Harbor Contribution shall be the excess (if any) of the Plan Year Safe Harbor Match over the Periodic Safe Harbor Match. All Participants who receive a HWC Safe Harbor Contribution for the Plan Year are eligible for the True-Up Safe Harbor Contribution. True-Up Safe Harbor Contributions shall be made to the Plan as soon as administratively practicable after the end of each Plan Year but in no event shall any True-Up Safe Harbor Contributions be made later than the deadline, including extensions, for the filing of the Employer's U.S. income tax return for the year to which the True-Up Safe Harbor Contributions relate.

8. The first sentence of the second paragraph of Section 7.04 as previously amended by paragraph 15 of Amendment No. 7 dated July 12, 2018, is hereby amended by the deletion of such sentence in its entirety and the substitution of the following:

In determining the maximum Annual Additions to this Plan, Elective Deferrals (excluding Pre-Tax Catch-Up Contributions and/or Roth Catch-Up Contributions), HWC Safe Harbor Contributions, True-Up Safe Harbor Contributions, Basic Employer Contributions, Enhanced Employer Contributions and Forfeitures shall be included.

9. Section 9.03 is hereby amended by the deletion of that Section in its entirety and the substitution of the following:

9.03 Allocation of HWC Safe Harbor Contribution and True-Up Safe Harbor Contribution. The HWC Safe Harbor Contribution and True-Up Safe Harbor Contribution shall be allocated to the HWC Safe Harbor Contribution Account of each eligible Participant as of the Valuation Date coinciding with or next following the date the HWC Safe Harbor Contribution and/or True-Up Safe Harbor Contribution, as applicable, is made to the Plan in the amount specified under Section 7.02 for each such Participant.

10. Section 23.04 as previously amended by paragraph 24 of Amendment No. 7 dated July 12, 2018, is hereby amended by the deletion of that Section in its entirety and the substitution of the following:

23.04 Make-Up Employer Contributions. The Employer shall make up any HWC Safe Harbor Contribution and True-Up Safe Harbor Contribution that the Employer would have made and which the Plan Administrator would have allocated to the Participant's Account during the period of Qualified Military Service based on any make-up Elective Deferrals that the Participant makes under Section 23.03. The Employer will also make any Basic Employer Contributions and/or Enhanced Employer Contributions the Participant would have been entitled to receive during the period of Qualified Military Service had the Participant remained employed during such period.

This Amendment is executed this _____ day of _____, 2019.

HANCOCK WHITNEY CORPORATION

By: _____

Title: _____

SPONSOR

HANCOCK WHITNEY BANK

By: _____

Title: _____

TRUSTEE

HANCOCK WHITNEY CORPORATION
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amendment No. 12)

THIS AMENDMENT is made by and between **HANCOCK WHITNEY CORPORATION**, a bank holding company organized under the laws of the State of Mississippi (the "Sponsor"), and **HANCOCK WHITNEY BANK**, a Mississippi bank having its principal office in Gulfport, Mississippi (the "Trustee").

WITNESSETH:

WHEREAS, the Hancock Whitney Corporation 401(k) Savings Plan (the "Plan") was originally adopted effective July 1, 1996; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety pursuant to the Hancock Holding Company 401(k) Savings Plan and Trust Agreement (now known as the Hancock Whitney Corporation 401(k) Savings Plan and Trust Agreement), effective January 1, 2017 (the "Plan and Trust Agreement"); and

WHEREAS, the Plan may be amended pursuant to Section 17.01 of the Plan and Trust Agreement; and

WHEREAS, the Sponsor desires to amend the Plan to provide credit under the Plan for Years of Service with MidSouth Bancorp Inc. ("MidSouth") and its subsidiaries to employees of MidSouth and its subsidiaries who become employed by the Sponsor or an Affiliate in connection with the mergers of MidSouth and its wholly owned subsidiary, MidSouth Bank, N.A., with and into the Sponsor and its wholly-owned subsidiary, Hancock Whitney Bank, pursuant to that certain Agreement and Plan of Merger by and between Hancock Whitney Corporation and MidSouth Bancorp, Inc., dated April 30, 2019 (the "Mergers").

NOW, THEREFORE, the Plan is hereby amended, effective September 21, 2019 (or, if different, the actual effective date of the Mergers), as follows:

32. The second paragraph of Section 3.52, as previously amended, is further amended to add a new subparagraph (e) at the end thereof to read in its entirety as follows:

(e) Service with MidSouth Bancorp, Inc. ("MidSouth") and its subsidiaries shall count for purposes of eligibility to participate and vesting for individuals who become Eligible Employees of the Sponsor or an Affiliate thereof on September 21, 2019 or, if different, the actual effective date of the mergers of MidSouth and its wholly-owned subsidiary, MidSouth Bank, N.A., with and into the Sponsor and its wholly-owned subsidiary, Hancock Whitney Bank, (the "Transfer Date") and who were employed by MidSouth or one of its subsidiaries on the day immediately preceding the Transfer Date.

[Signature Page Follows]

This Amendment is executed this _____ day of September, 2019.

HANCOCK WHITNEY CORPORATION

By: _____

Title: _____

SPONSOR

HANCOCK WHITNEY BANK

By: _____

Title: _____

TRUSTEE

HANCOCK WHITNEY CORPORATION
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amendment No. 13)

THIS AMENDMENT is made by and between **HANCOCK WHITNEY CORPORATION**, a bank holding company organized under the laws of the State of Mississippi, (the "Sponsor") and **HANCOCK WHITNEY BANK**, a Mississippi bank having its principal office in Gulfport, Mississippi (the "Trustee").

WITNESSETH:

WHEREAS, the Hancock Whitney Corporation 401(k) Savings Plan (the "Plan") was originally adopted effective July 1, 1996; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety pursuant to the Hancock Holding Company 401(k) Savings Plan and Trust Agreement (now known as the Hancock Whitney Corporation 401(k) Savings Plan and Trust Agreement), effective January 1, 2017 (the "Plan and Trust Agreement"); and

WHEREAS, the Plan may be amended pursuant to Section 17.01 of the Plan and Trust Agreement; and

WHEREAS, the Sponsor desires to amend the Plan for compliance with the final Treasury Regulations on hardship distributions;

NOW, THEREFORE, the Plan is hereby amended as follows, effective January 1, 2019, unless otherwise stated:

1. Section 11.06 of the Plan, as amended by Amendments No. 6 and No. 7, is hereby further amended by the deletion of that Section in its entirety and the substitution of the following:

11.06 Hardship. A Participant may request a distribution from the Plan for reasons of financial hardship. A financial hardship distribution shall only be made if the Participant has an immediate and heavy financial need and the distribution is necessary to satisfy the need. Specifically, the distribution shall be made only if the following conditions are met:

(a) Immediate and Heavy Financial Need. A Participant shall be deemed as having an immediate and heavy financial need only if the need is associated with one of the following:

(i) payment of eligible, unreimbursed medical expenses deductible under Section 213(d) of the Code, determined without regard to the limitations in Section 213(a) of the Code) for hospitalization or other medical care previously incurred or necessary to obtain medical care on account of an accident, serious illness, or disability affecting the Participant, the Participant's Spouse, or the Participant's dependents (as defined in Section 152 of the Code);

(ii) payment of tuition, related educational fees, and room and board expenses for up to the next 12 months of post-secondary education for the Participant, the Participant's Spouse, the Participant's children, or the Participant's dependents (as defined in Section 152 of the Code, without regard to Section 152(b)(1), (b)(2) and (d)(1)(B) of the Code);

(iii) purchase (excluding mortgage payments) of a principal residence for the Participant;

(iv) payments necessary to prevent the eviction of the Participant from his or her principal residence or foreclosure on the mortgage of the Participant's principal residence;

(v) payments for funeral or burial expenses for the Participant's deceased parent, Spouse, child or dependent (as defined in Section 152 of the Code, without regard to Section 152(d)(1)(B) of the Code);

(vi) expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Section 165 of the Code (determined without regard to Section 165(h)(5) of the Code and whether the loss exceeds 10% of adjusted gross income); or

(vii) expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

(b) Distribution Necessary to Satisfy Need. A distribution is necessary to satisfy an immediate and heavy financial need of the Participant only if:

(i) The amount of the distribution does not exceed the amount necessary to satisfy the Participant's immediate and heavy financial need described at paragraph (a) (including amounts necessary to pay any federal, state or local income taxes and penalties reasonably anticipated as a result of the distribution);

(ii) Before a Participant can receive a hardship distribution under this Section, such Participant must have obtained all distributions (other than hardship distributions) currently available under all plans maintained by the Employer, including a request for dividend distribution. A Participant who makes a hardship distribution request under this Section 11.06 and who has previously elected (or is deemed to have previously elected) reinvestment of Designated Dividends in the Qualifying Employer Securities Fund in accordance with Section 24.11, shall be deemed to have affirmatively elected to receive Designated Dividends in cash on the date the hardship distribution is made. The Participant's election to receive Designated Dividends in cash shall remain in effect until the Participant subsequently makes an affirmative election otherwise in accordance with Section 24.11(a); and

(iii) The Participant represents (in writing, by an electronic medium (including via a recorded telephone call), or in such other form as determined by the Plan Administrator and prescribed by the Commissioner of the IRS) that he or she has insufficient cash or other liquid assets to satisfy the need. The Plan Administrator may rely on the Participant's representation, unless the Plan Administrator has actual knowledge to the contrary.

Hardship distributions shall be made pro rata from the Participant's Pre-Tax Elective Deferral Account and Roth Elective Deferral Account, if any, including Net Earnings allocated to such accounts, and from any Profit Sharing Account, Whitney Profit Sharing Account, Rollover Account, Roth Rollover Account and In-Plan Roth Rollover Contribution Account and Transfer Account, if any, allocated to the Participant's account. In no event shall hardship distributions be made from a Participant's Basic Employer Contribution Account, Enhanced Employer Contribution Account, Matching Contribution Account, or HWC Safe Harbor Contribution Account. Any hardship distribution to a Participant under this Section 11.06 shall be in cash in a single sum.

[Signature page follows]

This Amendment is executed this _____ day of _____, 2019.

HANCOCK WHITNEY CORPORATION

By: _____

Title: _____

SPONSOR

HANCOCK WHITNEY BANK

By: _____

Title: _____

TRUSTEE

HANCOCK WHITNEY CORPORATION
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amendment No. 14)

THIS AMENDMENT is made by and between **HANCOCK WHITNEY CORPORATION**, a bank holding company organized under the laws of the State of Mississippi, (the "Sponsor") and **HANCOCK WHITNEY BANK**, a Mississippi bank having its principal office in Gulfport, Mississippi (the "Trustee").

WITNESSETH:

WHEREAS, the Hancock Whitney Corporation 401(k) Savings Plan (the "Plan") was originally adopted effective July 1, 1996; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety pursuant to the Hancock Holding Company 401(k) Savings Plan and Trust Agreement (now known as the Hancock Whitney Corporation 401(k) Savings Plan and Trust Agreement), effective January 1, 2017 (the "Plan and Trust Agreement"); and

WHEREAS, the Plan may be amended pursuant to Section 17.01 of the Plan and Trust Agreement; and

WHEREAS, the Sponsor wishes to amend the Plan to exclude short-term disability benefit payments from Compensation for purposes of computing contributions under the Plan.

NOW, THEREFORE, the Plan is hereby amended as follows, effective January 1, 2020:

Section 3.13 is hereby amended by the deletion of the first sentence thereof, as previously amended by Amendment No. 6 dated July 12, 2018, and the substitution of the following:

> Compensation for purposes of computing contributions under this Plan shall mean an Employee's actual cash salary or wages, including base pay, commissions, incentives, overtime and bonuses and excluding short-term disability payments under the Employer's short-term disability plan (including any tax gross-up payments made in connection with such payments) and extraordinary income, earned after the Employee's effective date of participation pursuant to Section 5.01.

This Amendment is executed this _____ day of February, 2020.

HANCOCK WHITNEY CORPORATION

By: _____

Title: _____

SPONSOR

HANCOCK WHITNEY BANK

By: _____

Title: _____

TRUSTEE

HANCOCK WHITNEY CORPORATION
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amendment No. 15)

THIS AMENDMENT is made by and between **HANCOCK WHITNEY CORPORATION**, a bank holding company organized under the laws of the State of Mississippi, (the "Sponsor") and **HANCOCK WHITNEY BANK**, a Mississippi bank having its principal office in Gulfport, Mississippi (the "Trustee").

WITNESSETH:

WHEREAS, the Hancock Whitney Corporation 401(k) Savings Plan (the "Plan") was originally adopted effective July 1, 1996; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety pursuant to the Hancock Holding Company 401(k) Savings Plan and Trust Agreement (now known as the Hancock Whitney Corporation 401(k) Savings Plan and Trust Agreement), effective January 1, 2017 (the "Plan and Trust Agreement"); and

WHEREAS, the Plan may be amended pursuant to Section 17.01 of the Plan and Trust Agreement; and

WHEREAS, the Sponsor wishes to amend the Plan to provide a default cash payment to Participants entitled to a mandatory distribution with respect to an investment in Employer Stock who fail to make an election to receive such distribution in either Employer Stock or cash.

NOW, THEREFORE, the Plan is hereby amended as follows, effective January 1, 2020:

Section 24.07 of the Plan and Trust Agreement is hereby amended by the deletion of the first paragraph of that Section in its entirety and the substitution of the following:

> Notwithstanding any provision of the Plan to the contrary, any distribution hereunder made with respect to an investment in Employer Stock shall be made (a) in whole shares of Employer Stock (with any fractional share paid in cash) or (b) in cash, as elected by the Participant or Beneficiary. Each Participant or Beneficiary entitled to such a distribution shall be given notice of the right to elect such distribution in the form of whole shares of Employer Stock (with any fractional share distributed in cash) or cash and provided a period of at least thirty (30) days in which to exercise such election. In the event such distribution is a mandatory distribution, as defined in Section 11.02 hereof, and the Participant or Beneficiary fails to notify the Plan Administrator of his election to have the distribution either made in whole shares of Employer Stock (with any fractional share distributed in cash) or cash within thirty (30) days of being provided notice of such right, such distribution shall be made in cash in accordance with the provisions of Section 11.02.

Signature Page Follows

This Amendment is executed this _____ day of _____, 2020.

HANCOCK WHITNEY CORPORATION

By: _____

Title: _____

SPONSOR

HANCOCK WHITNEY BANK

By: _____

Title: _____

TRUSTEE

HANCOCK WHITNEY CORPORATION
401(K) SAVINGS PLAN AND TRUST AGREEMENT
(Amendment No. 16)

THIS AMENDMENT is made by and between **HANCOCK WHITNEY CORPORATION**, a bank holding company organized under the laws of the State of Mississippi, (the "Sponsor") and **HANCOCK WHITNEY BANK**, a Mississippi bank having its principal office in Gulfport, Mississippi (the "Trustee").

WITNESSETH:

WHEREAS, the Hancock Whitney Corporation 401(k) Savings Plan (the "Plan") was originally adopted effective July 1, 1996; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety pursuant to the Hancock Holding Company 401(k) Savings Plan and Trust Agreement (now known as the Hancock Whitney Corporation 401(k) Savings Plan and Trust Agreement), effective January 1, 2017 (the "Plan and Trust Agreement"); and

WHEREAS, the Plan may be amended pursuant to Section 17.01 of the Plan and Trust Agreement; and

WHEREAS, the Sponsor desires to amend the Plan to revise the definition of Compensation regarding treatment of post-severance compensation and to make other changes and clarifications;

NOW, THEREFORE, the Plan is hereby amended as follows, effective January 1, 2020, unless otherwise stated:

1. Section 3.13 of the Plan, as amended by Amendments No. 3, 6 and No. 14, is hereby further amended by the deletion of that Section in its entirety and the substitution of the following:

3.13 Compensation for purposes of computing contributions under this Plan shall mean an Employee's actual cash salary or wages, including base pay, commissions, incentives, overtime and bonuses and excluding short-term disability payments under the Employer's short-term disability plan (including any tax gross-up payments made in connection with such payments) and extraordinary income, earned after the Employee's effective date of participation pursuant to Section 5.01. Compensation shall include Elective Deferrals under this Plan and any amounts which are contributed to another plan by the Employer pursuant to a salary reduction agreement with the Employee under Sections 125(a), 402(e)(3), 402(h), 402(k), 457(b) or 132(f)(4) of the Code (regardless of whether such amounts are includable in the Employee's taxable income). Compensation also includes payments described in the second to last paragraph of Section 3.51 but only if such payments are made during the first two payroll periods following the Employee's Severance from Employment. Compensation shall not include deferrals made to a nonqualified deferred compensation plan of the Employer or any amounts paid after the Employee's death. Except as otherwise provided in this Plan, Compensation for nondiscrimination testing purposes shall mean W-2 income or any other definition permitted under Section 414(s) of the Code, as amended.

2. The second to last paragraph of Section 3.51 of the Plan, is hereby amended by the deletion of that paragraph in its entirety and the substitution of the following:

Section 415 Compensation shall include certain payments made within 2½ months following the Employee's Severance from Employment or the end of the Limitation Year that includes such date of Severance from Employment. Such payments include payments that, absent a Severance from Employment, would have been paid to the Employee while the Employee continued in employment with the Employer and are regular compensation for services during the Employee's regular working hours; compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation; and payments for unused vacation or other leave, but only if the Employee would have been able to use the leave if employment had continued. Any other payments after the Employee's Severance from Employment shall not be considered Section 415 Compensation.

3. Section 5.06 of the Plan, as amended by Amendment No. 7, is hereby further amended by the deletion of the last sentence of that Section and the substitution of the following:

A Participant may change his or her Elective Deferral election at any time; provided, however, no such change of an Elective Deferral election may be made to be effective after the Participant's Severance from Employment.

4. Section 10.6 of the Plan, as amended by Amendment No. 10, is hereby further amended by the deletion of the last two sentences of that Section and the substitution of the following:

Any remaining Forfeitures are next utilized to reduce future Employer contributions including, but not limited to, any corrective contributions and related earnings made by the Employer pursuant to the IRS' Employee Plans Compliance Resolution System and, to the extent there is any excess, to pay Plan expenses.

[Signature Page Follows]

This Amendment is executed this _____ day of December, 2020.

HANCOCK WHITNEY CORPORATION

By: _____

Title: _____

SPONSOR

HANCOCK WHITNEY BANK

By: _____

Title: _____

TRUSTEE

Exhibit 99.2

HANCOCK WHITNEY CORPORATION

2010 EMPLOYEE STOCK PURCHASE PLAN

Amended and Restated
Effective July 1, 2018

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HANCOCK WHITNEY CORPORATION 2010 EMPLOYEE STOCK PURCHASE PLAN

HANCOCK WHITNEY CORPORATION (previously known as Hancock Holding Company and referred to herein as the "Company") hereby amends and restates the **HANCOCK WHITNEY CORPORATION 2010 EMPLOYEE STOCK PURCHASE PLAN** this the _____day of July, 2018, to be effective as of the 1st day of July, 2018.

W I T N E S S E T H:

WHEREAS, the Company desiring to establish a plan to provide for ownership of stock in the Company by Associates of the Company and/or of its Affiliates, established the Hancock Holding Company 2010 Employee Stock Purchase Plan effective the 1st day of January, 2011; and

WHEREAS, pursuant to Section 18.1 of the Plan, the Company reserved the right to amend the Plan at any time provided no such amendment affects any Participant's right to the benefit of contributions made by him prior to the date of such amendment, and the Plan has been amended by the Company from time to time; and

WHEREAS, the Company desires to further amend the Plan to reflect certain changes in the administration thereof and the elections available thereunder and to restate the Plan in its entirety.

NOW, **THEREFORE**, the Plan is hereby amended and restated in its entirety as follows:

ARTICLE I.
GENERAL

1.1 **Purpose**. The purpose of the Plan is to provide Eligible Associates who wish to become stockholders of the Company with a convenient means for the purchase of shares of the Company's Common Stock. It is intended that the Plan constitute a broad based employee stock purchase plan, but the Plan is not intended to constitute a qualified "employee stock purchase plan" within the meaning of Section 423 of the Internal Revenue Code of 1986, as amended (the "Code).

1.2 **ERISA**. The Plan is not subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

1.3 **Authorized Shares**. The Company has reserved Two Hundred Fifty Thousand (250,000) shares of Common Stock for issuance under the Plan. Unless terminated earlier by the Company, the Plan will terminate when all such shares (adjusted as provided herein) have been purchased pursuant to the terms of the Plan. The number of shares reserved for issuance hereunder shall be proportionally adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, combination or exchange of shares, exchange for other securities, reclassification, or reorganization, redesignation, merger, consolidation, recapitalization, or other such change. Any such adjustment may provide for the elimination of fractional shares.

1.4 **Prior Plan**. The Company previously maintained the Hancock Holding Company Employee Stock Purchase Plan (originally known as Hancock Bank Employee Stock Purchase Plan) which was initially effective the 4th day of January, 1982 (the "Prior Plan"), and which was terminated upon the initial effective date of this Plan. At the Associate's election, each Associate's accounts maintained pursuant to the Prior Plan as of such effective date was transferred to and merged with the accounts of the Associate under this Plan.

ARTICLE II.
DEFINITIONS

2.1 **Affiliate**. The term "Affiliate" means any corporation, or other form of entity, of which the Company owns, from time to time, directly or indirectly eighty percent (80%) or more of the total combined voting power of all classes of stock or other equity interest.

2.2 **Allocation Date(s)**. The term "Allocation Date(s)" means the dates as of which stock purchased hereunder shall be allocated to the Stock Share Accounts of the Participants, which shall be (a) the last day of each payroll period of the Employer and (b) each dividend payment date.

2.3 **Associate**. The term "Associate" means any person who is treated as a common law employee by the Company and/or its Affiliates; provided, however, that an individual who is reclassified as a common law employee on a retroactive basis shall not be treated as having been an Associate for purposes of the Plan for any period prior to the date he or she is so reclassified.

2.4 **Bank**. The term "Bank" means Hancock Whitney Bank, a wholly-owned subsidiary of the Company.

2.5 **Board**. The term "Board" means the Board of Directors of the Company.

2.6 **Change in Control**. The term "Change in Control" shall mean the happening of any of the following events:

(a) The acquisition by any one person or by more than one person acting as a group, of ownership of Common Stock that, together with Common Stock held by such person or group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the Common Stock of the Company;

(b) The acquisition by any one person, or by more than one person acting as a group, during the twelve-month period ending on the date of the most recent acquisition, of ownership of Common Stock in the Company possessing fifty percent (50%) or more of the total voting power of the Common Stock of the Company;

(c) The replacement during any twelve-month period of a majority of the members of the Board by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of such appointment or election; or

(d) The acquisition by any one person, or more than one person acting as a group, during the twelve-month period ending on the date of the most recent acquisition, of assets of the Company having a total gross fair market value of more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions.

For purposes of the above, "persons acting as a group" shall have the meaning as in Treasury Regulations Section 1.409A-3(i)(5)(v)(B).

It is intended that the definition of Change in Control contained herein shall be the same as (i) a change of ownership of a corporation, (ii) a change in the effective control of a corporation and/or (iii) a change in the ownership of a substantial portion of a corporation's assets as reflected in Treasury Regulations Section 1.409A-3(i)(5), as modified by the substitution of the higher percentage requirements in items (b) and (d) above; and all questions or determinations in connection with any such Change in Control shall be construed and interpreted in accordance with the provisions of such Regulations.

2.7 **Code**. The term "Code" means the Internal Revenue Code of 1986, as amended.

2.8 **Committee**. The term "Committee" means the Committee authorized by the Board to administer this Plan, as more fully described in Article III hereof.

2.9 **Common Stock**. The term "Common Stock" means shares of common stock, par value $3.33 per share, of the Company authorized on the effective date of the Plan, and any shares which, at any time prior to the date when such term is used, may be issued by the Company and exchanged for such shares of Common Stock or any other shares, whether in subdivision or in combination thereof and whether as part of a classification or reclassification thereof, or otherwise.

2.10 **Company**. The term "Company" means Hancock Whitney Corporation, a bank holding company under the Bank Holding Company Act of 1956, headquartered in Gulfport, Mississippi, and its successors and assigns.

2.11 **Custodial Agreement**. The term "Custodial Agreement" means the separate agreement executed in connection with this Plan by and between the Company and the Plan Custodian for the administration and investment of funds contributed pursuant to this Plan, as such may be amended from time to time.

2.12 **Election Deadline**. The term "Election Deadline" means the time by which a Payroll Authorization must be received in order to be effective for a payroll period. The Election Deadline for each established payroll period shall be the beginning of payroll processing for such payroll period.

2.13 **Eligible Associate**. The term "Eligible Associate" means those Associates of the Company, or of an Affiliate, who shall be eligible to participate in this Plan after meeting the eligibility requirements of Section 4.1. Eligible Associates shall include all Associates of the Company and its Affiliates, except the following:

(a) Associates included in a unit of Associates covered by a collective bargaining agreement between the Company and employee representatives, if retirement benefits were the subject of good faith bargaining (for this purpose, the term employee representatives does not include any organization more than half of whose members are Associates who are owners, officers or executives of the Company or an Affiliate;

(b) Associates who are nonresident aliens and who receive no earned income from the Company which constitutes income from sources within the United States;

(c) Leased Employees (as determined under the provisions of the Hancock Whitney Corporation 401(k) Savings Plan);

(d) "On-Call Employees" which shall mean individuals classified by the Company as "on-call Employees" to be contracted as needed for special projects;

(e) "Seasonal Employees" which shall mean individuals classified by the Company as "seasonal Employees" to be hired for summer employment, spring-break and/or Christmas break;

(f) "Co-op Employees" which shall mean students hired by the Company as part of a high school/college cooperative program;

(g) "Project Employees" which shall mean individuals classified by the Company as "project Employees" to be hired for specific projects; and

(h) Associates classified as "interns" hired under the Company's Intern programs.

2.14 **Employer**. The term "Employer" shall mean the Company and each Affiliate of the Company.

2.15 **Participant**. The term "Participant" means an Eligible Associate who is participating in the Plan at the time the term is used.

2.16 **Payroll Authorization**. The term "Payroll Authorization" means the payroll deduction authorization which each Eligible Associate must complete and submit pursuant to Section 4.2 hereof in order to participate in the Plan.

2.17 **Payroll Deduction(s)**. The term "Payroll Deduction(s)" means the amount or amounts withheld from a Participant's Salary each payroll period and contributed to the Plan on his behalf as elected by the Participant pursuant to a Payroll Authorization.

2.18 **Plan**. The term "Plan" means the Hancock Whitney Corporation 2010 Employee Stock Purchase Plan as hereby amended and restated.

2.19 **Plan Custodian**. The term "Plan Custodian" means the entity designated from time to time pursuant to separate agreement with the Company to serve as Plan Custodian for purposes of the Plan.

2.20 **Plan Year**. The term "Plan Year" means the period commencing on January 1st of each year and ending on December 31st of such year.

2.21 **Salary**. The term "Salary" means base salary or base compensation paid by the Employer to a Participant, excluding bonus, incentive and commission and overtime payments. Notwithstanding the preceding, "Salary" of a Participant who is a commissioned Associate means the amount classified by the Employer as such Participant's draw.

2.22 **Stock Share Account**. The term "Stock Share Account" means the separate account established and maintained for each Participant for the purpose of recording the Participant's contributions to the Plan and the Common Stock purchased and allocated to the Participant under the Plan and under the Prior Plan and transferred to this Plan at the Participant's election.

2.23 **Recordkeeper**. The term "Recordkeeper" means the entity designated by the Company from time to time as the Company's stock transfer agent acting in its capacity as recordkeeper for the Plan or such other entity as the Company may from time to time designate, by separate agreement, as recordkeeper for the Plan.

ARTICLE III.
ADMINISTRATION AND INTERPRETATION OF PLAN

3.1 **Committee**. The Plan will be administered by a Committee as authorized by the Board. Such Committee may be an existing, standing committee of the Board or may be a committee specifically established for the purpose of administering the Plan, consisting of such members as the Board may from time to time determine, who are appointed by and subject to

removal by the Board. The Committee may from time to time adopt rules and regulations consistent with the Plan as it deems necessary to carry out or administer the Plan or to provide for matters not specifically covered herein, and may change, alter, amend or rescind such rules and regulations as the Committee deems appropriate.

3.2 **Authority and Duties**. Except as expressly provided herein, the Committee shall have the exclusive right to interpret the provisions of the Plan and to determine any question arising hereunder or in connection with the administration of the Plan, including, without limitation, the resolution of factual disputes, the remedying of any omission, inconsistency, or ambiguity, and the determination of benefits, eligibility and interpretation of the Plan provisions and related documents. The Committee's decisions, determinations, interpretations or other actions in respect thereof shall be final, conclusive and binding upon all participants and former participants; their beneficiaries, heirs, executors, assigns; and all other parties.

The Committee shall have full power and authority to exercise all duties of the Committee set forth in the provisions of the Plan and to do all other acts deemed necessary or desirable, in the discretion of the Committee, for the administration of the Plan in accordance with the provisions hereof.

3.3 **Delegation**. The Committee may, from time to time, delegate certain of its administrative duties and authority to other committees, departments and/or personnel of the Company or the Bank.

3.4 **Rules and Procedures**. The Committee may from time to time adopt rules and procedures with respect to the administration of the Plan, provided that all such rules and procedures are consistent with the provisions of the Plan. The rules and procedures shall be binding on all Eligible Associates and Participants.

ARTICLE IV.
PARTICIPATION

4.1 **Eligibility Requirements**. Each Eligible Associate shall be eligible for participation in this Plan after attaining age eighteen (18) and completing sixty (60) days of consecutive employment as an Eligible Associate with the Company or one of its Affiliates.

For purposes of determining eligibility, service with FNBC Bank and its affiliates will be counted as employment with the Company or an Affiliate for individuals who become Eligible Associates on March 11, 2017 (the "FNBC Transfer Date") in connection with the acquisition of nine FNBC Bank branches by the Company's subsidiary, Hancock Whitney Bank, and who were employed by FNBC Bank on the day immediately preceding the FNBC Transfer Date, including those individuals on an approved leave of absence.

4.2 **Election to Participate**. Participation in the Plan is voluntary. In order to participate in the Plan, an Eligible Associate must complete a Payroll Authorization electing the amount of his Salary to be deducted each pay period and contributed to the Plan, subject to the limitations of Section 5.1. Such Payroll Authorization must be completed and submitted in such form and manner, whether written, electronic or otherwise, as may be designated from time to time by the Committee.

4.3 **Effective Date of Participation**. Participation in the Plan by an Eligible Associate shall become effective as of the first payroll period that commences on or after the first day of the month coinciding with or immediately following the date on which he completes the eligibility requirements of Section 4.1 provided he has submitted a Payroll Authorization pursuant to Section 4.2 and such Payroll Authorization is received on or before the Election Deadline for such payroll period. An Eligible Associate who does not elect to participate upon initially becoming eligible for participation pursuant to Section 4.1 may subsequently elect to

participate by completing a Payroll Authorization and submitting it pursuant to Section 4.2 at any time. Such Payroll Authorization shall become effective as of the payroll period specified by the Eligible Associate provided it is received on or before the Election Deadline for such payroll period, and otherwise shall be effective as of the next payroll period.

Notwithstanding the preceding provisions of this Section or of Section 4.1, individuals who became employed by the Company or one of its Affiliates as an Eligible Associate on April 28, 2017, (the "Hire Date") in connection with the acquisition by Hancock Whitney Bank of certain assets of First NBC Bank from the Federal Deposit Insurance Corporation shall commence participation as of the first payroll period that commences on or after the first day of the month coinciding with or immediately following the Hire Date, or, if later, his attainment of 18 years of age, provided he has submitted a Payroll Authorization pursuant to Section 4.2 and such Payroll Authorization is received on or before the Election Deadline for such payroll period.

4.4 **Rehired/Reinstated Associates**. Each former Participant who is reinstated within thirty-one (31) days of the termination of his employment shall be eligible to participate in the Plan immediately upon his reemployment as an Eligible Associate. Such rehired Participant shall be reinstated to participation in the Plan, based on his elections in the Payroll Authorization in effect at the time of his termination, as soon as administratively feasible but in no event later than the last day of the payroll period following the payroll period during which he is rehired. All other former Associates of the Employer, whether or not they were Participants or had met the eligibility requirements for Participation in this Plan at the time of their termination of employment, shall, upon reemployment by the Employer or an Affiliate, be treated as a new Associate for all purposes of this Plan.

4.5 **Change of Classification**. Service with the Company or an Affiliate in a position that is not eligible for participation under the Plan is taken into consideration for purposes of meeting the eligibility requirements under Section 4.1, and an Associate who is not an Eligible Associate who subsequently becomes employed as an Eligible Associate shall immediately be eligible to participate in the Plan provided he has otherwise met such eligibility requirements. A Participant who ceases to be employed as an Eligible Associate shall become ineligible to participate in the Plan. In such an event, all Payroll Deductions pursuant to Article V on behalf of such Participant shall cease with the last pay period for which he is employed as an Eligible Associate and, unless he is reinstated as an Eligible Associate within thirty-one (31) days as provided in Section 4.4, his employment shall be treated as terminated for purposes of this Plan and the balance of his Stock Share Account shall be distributed as provided in Section 11.1. Notwithstanding the preceding provisions of this Section, if a Participant becomes ineligible to participate in the Plan because he ceases to be employed as an Eligible Associate but such Participant continues to be employed by the Company or an Affiliate, his payroll deductions shall cease as provided herein but his employment shall not be treated as terminated and his Stock Share Account balance shall not be distributed unless and until he incurs an actual termination of employment or requests a withdrawal under the provisions of this Plan. In the event such a former Participant subsequently returns to employment as an Eligible Associate, he shall be eligible to participate in the Plan immediately upon such reemployment as an Eligible Associate.

ARTICLE V.
PAYROLL DEDUCTIONS

5.1 **Amount of Deductions**. Participants may contribute to the Plan only through Payroll Deductions in such amount or amounts as elected by the Participants in accordance with

the provisions of Section 4.2 hereof. The amount of Payroll Deductions shall be stated as a percentage of the Participant's Salary, and may be in any whole or fractional (up to two decimal places) percentage of Salary, with a minimum deduction of Two Dollars ($2.00) and a maximum deduction of ten percent (10%) of Salary per pay period. In no event shall a Participant's aggregate Payroll Deductions during any Plan Year exceed ten percent (10%) of his total Salary for such Plan Year.

5.2 **Indefinite Election**. Payroll Deductions elected by a Participant pursuant to a Payroll Authorization shall remain in effect from pay period to pay period for an indefinite period until changed, revoked or terminated by the Participant as otherwise provided herein.

5.3 **Changes to Payroll Authorization**. A Participant may elect to increase or decrease his Payroll Deduction at any time by completing a new Payroll Authorization in accordance with Section 4.2. Such a change to a prior Payroll Deduction shall become effective as of the payroll period in which such election is made provided the new Payroll Authorization is submitted and received in such manner as may be designated from time to time by the Committee by the Election Deadline for such payroll period, and otherwise shall be effective as of the next succeeding payroll period.

5.4 **Termination**. Payroll Deductions may be terminated at any time by written or electronic directions filed by the Participant in such manner as may be determined from time to time by the Committee. Such termination shall be effective as of the payroll period in which such directions are filed by the Participant, provided the directions are filed and received in accordance with the Committee's instructions, on or before the Election Deadline for such payroll period, and otherwise shall be effective as of the next succeeding payroll period.

ARTICLE VI.
CONTRIBUTIONS TO PLAN/ACCOUNTS

6.1 **Delivery to Plan Custodian**. As soon as practical after each payday, the Employer will remit the total amount withheld through Payroll Deductions from the Salary of all Participants to the Plan Custodian to be invested in Common Stock and held for the benefit of the Participants under the terms hereof. The Employer shall simultaneously provide the Plan Custodian and the Recordkeeper a report containing detailed information as to the amount of such remittance attributable to each Participant in the Plan.

6.2 **Participants' Stock Share Accounts**. The Recordkeeper shall maintain a separate Stock Share Account for each Participant in the Plan and shall keep accurate and detailed accounts, on an aggregate and a per Participant basis, of all receipts, disbursements and other transactions hereunder including, but not limited to, Payroll Deductions credited under the Plan, dividends on the Common Stock held in the Plan, Common Stock purchased and held for and Common Stock distributed to the Participants hereunder. All such accounts, books and records relating to such transaction shall be open to inspection and audit at all reasonable times by any person designated by the Company.

ARTICLE VII.
STOCK PURCHASES AND ALLOCATIONS

7.1 **Purchase of Common Stock**. As soon as practicable after the receipt of the Payroll Deduction amounts and/or the receipt of cash dividends on Common Stock held in the Participants' Stock Share Accounts, the Plan Custodian shall utilize then-available funds to purchase shares of Common Stock. The maximum number of shares of Common Stock will be purchased that can be acquired with the then-available funds. Such purchase may be made, by the Plan Custodian at the direction of the Company, either on the open market, by private purchase, or from the Company from authorized, unissued shares and/or from shares held in treasury.

7.2 **Purchase Price**. The purchase price for all purchases of Common Stock made on the NASDAQ Stock Market shall be the then-traded price at the time the actual purchase is made. All other purchases of Common Stock shall be made at fair market value as determined on the date of the purchase. For this purpose, fair market value shall be determined with reference to the bid, asked or opening and/or closing sales prices of the Common Stock as reported on the NASDAQ Stock Market or such other exchange or system of reporting on which the Common Stock is then quoted or traded, as of the day immediately preceding the date on which such fair market value is determined or, if no sales are reported on such date, the next preceding date on which sales of the Common Stock were reported.

7.3 **Allocation to Accounts**. As of each purchase date, all shares of Common Stock purchased on such date will be allocated in whole and fractional shares (computed to four (4) decimal places) to the Stock Share Accounts of the Participants in the Plan. Such shares of Common Stock shall be allocated on a pro rata basis according to the respective funds available to each Participant in the Plan on such purchase date based on the purchase price.

ARTICLE VIII.
DIVIDENDS AND SHAREHOLDER RIGHTS

8.1 **Dividends, Etc., on Allocated Shares**. Cash dividends received on shares of Common Stock allocated to Participants' Stock Share Accounts shall be utilized as soon as practicable after the receipt thereof to purchase additional shares of Common Stock as provided in Section 7.1, which shares shall be allocated as provided in Section 7.3. Stock dividends and stock splits received by the Plan will be credited to each Participant's Stock Share Account to the extent that such stock dividend or stock split is attributable to the shares of Common Stock which have been allocated to such Participant's Stock Share Account as of the record date of such stock dividend or stock split.

8.2 **Stock Rights on Allocated Shares**. Each Participant in the Plan shall have the rights and powers of an ordinary shareholder with respect to the shares of Common Stock allocated to such Participant's Stock Share Account, including, but not limited to the right to vote such shares and the power to sell such shares and will be provided with shareholder information and communications as provided in Section 9.2.

ARTICLE IX.
REPORTS TO PARTICIPANTS

9.1 **Participant Account Statements**. Participants shall be provided on-line access to review the transactions and status of such Participant's Stock Share Account. Such on-line account access shall reflect, but not necessarily be limited to, (a) the Participant's contributions to the Plan, (b) the number of shares of Common Stock allocated to the Participant's Stock Share Account, (c) the dividends and interest (if any) allocated to the Participant's Stock Share Account, and (d) the cumulative total of shares held in the Participant's Stock Share Account.

9.2 **Shareholder Information**. Participants will receive copies of all communications provided to the Company's shareholders, including the Annual Report of the Company, the Notice of the Company's Annual Meeting and Proxy Statement at the same time and in the same manner as such information is provided to the Company's shareholders generally.

9.3 **Tax Reporting**. Participants will also receive information necessary for reporting income realized by them under the Plan.

ARTICLE X.
WITHDRAWAL FROM ACCOUNTS

10.1 **Withdrawal from Stock Share Accounts**. Except as otherwise provided herein, a Participant may withdraw all or any portion of the shares of Common Stock allocated to such Participant's Stock Share Account at such time or times and as often as the Participant shall elect. Each request for withdrawal shall be submitted to the Recordkeeper in writing or electronically utilizing such forms or in such other manner as the Recordkeeper shall direct. The Participant's request must clearly indicate the number of shares to be withdrawn or specify that all shares in his Stock Share Account are to be withdrawn.

10.2 **Distribution of Shares**. As promptly as practical following the receipt of a Participant's withdrawal request, the number of shares of Common Stock requested by such Participant shall be distributed from his Stock Share Account. Such shares shall be distributed through a DRS book entry.

10.3 **Trailing Dividends**. In the event trailing dividends are credited to the Stock Share Account of a Participant who is no longer making Salary deduction contributions to the Plan and who has withdrawn his entire Stock Share Account under the provisions of this Article, such trailing dividends shall be automatically transferred to the Participant in a DRS book entry without any further action required on the part of the Participant.

ARTICLE XI.
TERMINATION OF EMPLOYMENT

11.1 **Termination Other Than Retirement or Death**. If a Participant's employment terminates for reasons other than retirement or death, as soon as practical after the first Allocation Date immediately following such termination of employment, the shares of Common Stock allocated to his Stock Share Account as of such Allocation Date shall be distributed to the former Participant through a DRS book entry. In the event trailing dividends are credited to the

Stock Share Account of a former Participant on shares of Common Stock that were distributed to the Participant in connection with his termination of employment, such trailing dividends shall be automatically transferred to the Participant in a DRS book entry without any action required on the part of the Participant.

11.2 **Termination Due to Retirement or Death**. In the event of retirement (including disability retirement) or termination due to the death of a Participant during a Plan Year, settlement shall be made as of the first Allocation Date immediately following such retirement or death. Distribution as provided in this Section shall be made as soon as administratively practicable following such Allocation Date. If termination is by reason of retirement the number of shares of Common Stock allocated to the Participant's Stock Share Account as of such Allocation Date shall be distributed to the Participant in a DRS book entry. If termination is by reason of death, settlement will be made in the same manner and will be to the Participant's beneficiary as designated on his Payroll Authorization. If no beneficiary has been so designated, or if all beneficiaries so designated fail to survive the Participant, settlement will be made to the Participant's duly appointed legal representative, after satisfaction of any applicable legal requirements. If applicable state law requires a different distribution of the Participant's Stock Share Account following a Participant's death than is provided by the Participant's beneficiary designation or as otherwise provided above, the Participant's Stock Share Account shall be distributed in accordance with such applicable state law.

In the event trailing dividends are credited to the Stock Share Account of a former Participant on shares of Common Stock that were previously distributed under this Section to the Participant, his beneficiary or personal representative, such trailing dividends shall be automatically transferred in a DRS book entry or in such other manner as the Common Stock to which such dividends relate were distributed without any action required on the part of the Participant, beneficiary or personal representative.

ARTICLE XII.
DEFAULT

12.1 **Default**. If any Participant admits that he is guilty or is convicted in a court of competent jurisdiction of any crime resulting from dishonesty in the affairs of an Employer, and if any Employer suffers any monetary loss in connection therewith and the amount of such loss is admitted by such Participant or proven in a court of competent jurisdiction, any shares allocated to such Participant's Stock Share Account which would otherwise be payable to, held for, or distributable to such Participant, shall, to the extent of such loss, be forfeited by the Participant and utilized to reimburse the Employer for its loss.

Further, if at any time the Employer claims to have suffered a monetary loss as a result of the actions of a Participant, the Employer may, upon notification to the Participant of the Employer's claim of such loss and subject to applicable state law, freeze and hold in suspense the Participant's Stock Share Account or such portion thereof attributable to Common Stock held in such account having an aggregate value (determined as of the date of such notice) that does not exceed one hundred ten percent (110%) of the amount of the purported claim. Such Participant's Stock Share Account (or portion thereof) shall remain frozen and held in suspense until such claim is finally settled between the parties and/or there is a final adjudication of the matter. Upon such settlement or final adjudication, the Common Stock held in the Participant's Stock Share Account shall be offset against the claim, to the extent of the loss, and/or distributed to the Participant in a DRS book entry in accordance with the terms of the settlement or final adjudication.

ARTICLE XIII.
EXPENSES

13.1 **General Administrative Costs**. The Employer will bear the costs of administering the Plan, including any compensation to the Plan Custodian or others and any transfer taxes incurred in transferring the stock from the Plan to the Participants.

13.2 **Expenses/Cost of Distribution**. Notwithstanding the provisions of Section 13.1, the cost of each distribution to and/or withdrawal by a Participant, if any, shall be allocated to such Participant's Stock Share Account.

ARTICLE XIV.
AMENDMENT AND TERMINATION OF PLAN

14.1 **Amendment**. The Company reserves the right to amend the Plan at any time; however, no amendment shall affect any Participant's right to the benefit of contributions made by him prior to the date of such amendment.

14.2 **Termination**. The Company reserves the right to terminate the Plan at any time. In such event, there will be no further payroll deductions, however, all available funds shall be utilized as soon as reasonably feasible to purchase the maximum number of shares of Common Stock. All such shares shall be allocated to the Stock Share Accounts of the Participants in accordance with the provisions hereof.

Within sixty (60) days after such shares are allocated to the Participants' Stock Share Accounts, all of the shares of Common Stock allocated to the Stock Share Account of each Participant shall be issued to such Participant as of such date in a DRS book entry.

ARTICLE XV.
GENERAL PROVISIONS

15.1 **Effect of a Change in Control**. In the event of a Change in Control, the surviving continuing successor, purchasing corporation, or parent thereof, as the case may be

(the "Acquiring Corporation"), may assume the Company's rights and obligations under this Plan. If the Acquiring Corporation elects not to assume the Company rights and obligations under this Plan, the Plan shall be terminated as of the effective date of such Change in Control. The shares of Common Stock allocated to the Stock Share Account of each Participant as of such date shall be distributed to such Participant in a DRS book entry.

15.2 **Electronic Instructions**. At any time that the Plan provides for instructions or other communications to be made in writing by an Associate or Participant, such instructions shall be effective if provided electronically in accordance with procedures which may be established from time to time by the Committee, if any.

15.3 **Employment Rights**. Neither the creation or existence of this Plan nor the terms hereof shall give any person any right to be retained in the employ of the Company or any interest in the assets or business activities of the Company.

15.4 **Limitations on Purchase of Stock**. No stock will be purchased under the Plan for the benefit of any Associate residing or employed in any jurisdiction where the purchase of such stock is not permitted under the applicable laws.

15.5 **Assignment, Exemption from Seizure**. Except as may otherwise be specifically provided by any applicable law, no right of a Participant under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge and any attempt by anyone to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void. Any Common Stock or money to which any person is entitled under the Plan are exempt from execution, seizure and attachment.

15.6 **Physical, Mental or Legal Incapacity**. If any payment is to be made under the Plan to a minor or other person who is physically, mentally or legally incompetent, the Plan

Custodian shall pay the same to the parent or guardian or such other person having legal custody of, or being the legally appointed representative of, such person, to be applied by such parent, guardian, person having legal custody or legally appointed representative for the benefit of such person, without the Plan Custodian being further liable to see the application thereof and so that any such payment shall be a complete discharge of any liability under the Plan of the Employer therefor.

15.7 **Limitation of Liability**. No member of the Board or of the Committee shall be liable for any action (or failure to act) or determination done (or not done) in good faith in respect of or pursuant to the Plan. To the full extent permitted by law, the Company shall indemnify and save harmless each member of the Board or of the Committee (acting in that capacity) with respect to any actual or threatened action or proceeding arising with respect to the adoption or operation of the Plan.

IN WITNESS WHEREOF, the Company has caused this Plan to be executed by its officers thereunto duly authorized and attested as of the date first-noted above.

ATTEST:

By: _____

HANCOCK WHITNEY CORPORATION

By: _____
Title: _____

FIRST AMENDMENT TO
HANCOCK WHITNEY CORPORATION
2010 EMPLOYEE STOCK PURCHASE PLAN

HANCOCK WHITNEY CORPORATION (the "Company") hereby amends the **HANCOCK WHITNEY CORPORATION 2010 EMPLOYEE STOCK PURCHASE PLAN** (the "Plan") this the _____day of July, 2018.

W I T N E S S E T H:

WHEREAS, effective the 1st day of January, 2011, the Company established the Plan to provide for ownership of stock in the Company by Associates of the Company and/or of its Affiliates; and

WHEREAS, pursuant to Section 18.1 of the Plan, the Company reserved the right to amend the Plan at any time provided no such amendment affects any Participant's right to the benefit of contributions made by him prior to the date of such amendment; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety effective July 1, 2018; and

WHEREAS, the Company desires to further amend the Plan to provide credit under the Plan for service with Capital One, National Association, and certain of its affiliates ("Capital One") to employees of Capital One who became employed by the Company or an Affiliate in connection with the acquisition of certain business operations from Capital One by the Company's wholly-owned subsidiary, Hancock Whitney Bank (previously known as Whitney Bank), pursuant to that certain Transaction Agreement by and among Capital One, National Association, Interim Bank Virginia, N.A., Interim Bank Louisiana, N.A., and Hancock Whitney Bank, dated December 15, 2017

NOW, THEREFORE, the Plan is hereby amended as follows:

I.

Section 4.1, Eligibility Requirements, is hereby amended by the addition of the following at the end of that Section:

> For this purpose, employment with Capital One and its affiliates will be counted for individuals who become Eligible Associates on July 14, 2018 (the "Transfer Date") in connection with the acquisition by the Company's subsidiary, Hancock Whitney Bank, of certain business operations of Capital One, and who were employed by Capital One on the day immediately preceding the Transfer Date, including those individuals on an approved leave of absence who return to work within six months following the Transfer Date (or such later date as is required by applicable law).

II.

This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

III.

Capitalized terms used in this Amendment shall have the same meaning as when used in the Plan unless otherwise specifically provided herein.

IV.

This Amendment shall be effective as of the 14 day of July, 2018.

V.

Except as amended herein, the Plan, as previously amended, shall remain unchanged.

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

HANCOCK WHITNEY CORPORATION

By: _____

Title: _____

SECOND AMENDMENT TO
HANCOCK WHITNEY CORPORATION
2010 EMPLOYEE STOCK PURCHASE PLAN

HANCOCK WHITNEY CORPORATION (the "Company") hereby amends the **HANCOCK WHITNEY CORPORATION 2010 EMPLOYEE STOCK PURCHASE PLAN** (the "Plan") this the 21st day of March, 2019.

W I T N E S S E T H:

WHEREAS, effective the 1st day of January, 2011, the Company established the Plan to provide for ownership of stock in the Company by Associates of the Company and/or of its Affiliates; and

WHEREAS, pursuant to Section 18.1 of the Plan, the Company reserved the right to amend the Plan at any time provided no such amendment affects any Participant's right to the benefit of contributions made by such Participant prior to the date of the amendment; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety effective July 1, 2018; and

WHEREAS, simultaneously with the amendment and restatement of the Plan, the Plan's recordkeeper was changed and the recordkeeper's platform has the capacity to, and has allowed, the processing of contributions below the dollar minimum set forth in the Plan; and

WHEREAS, the Company desires to further amend the Plan to change the minimum contribution allowed under the Plan to correspond with the minimum which has been allowed in operation.

NOW, THEREFORE, the Plan is hereby amended as follows:

I.

Section 5.1, Amount of Deductions, is hereby amended by the deletion of the second sentence of that Section and the substitution of the following:

> The amount of Payroll Deductions shall be stated as a percentage of the Participant's Salary, and may be in any whole or fractional (up to two decimal places) percentage of Salary, with a minimum deduction of one hundredth percent (0.01%) and a maximum deduction of ten percent (10%) of Salary per pay period.

II.

This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

III.

Capitalized terms used in this Amendment shall have the same meaning as when used in the Plan unless otherwise specifically provided herein.

IV.

This Amendment shall be effective as of the 1st day of July, 2018.

V.

Except as amended herein, the Plan, as previously amended, shall remain unchanged.

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

HANCOCK WHITNEY CORPORATION

By: _____
Title: _____

THIRD AMENDMENT TO
HANCOCK WHITNEY CORPORATION
2010 EMPLOYEE STOCK PURCHASE PLAN

HANCOCK WHITNEY CORPORATION (the "Company") hereby amends the **HANCOCK WHITNEY CORPORATION 2010 EMPLOYEE STOCK PURCHASE PLAN** (the "Plan") this the _____day of September, 2019.

W I T N E S S E T H:

WHEREAS, effective the 1st day of January, 2011, the Company established the Plan to provide for ownership of stock in the Company by Associates of the Company and/or of its Affiliates; and

WHEREAS, pursuant to Section 18.1 of the Plan, the Company reserved the right to amend the Plan at any time provided no such amendment affects any Participant's right to the benefit of contributions made by said Participant prior to the date of such amendment; and

WHEREAS, the Plan was amended and restated in its entirety effective July 1, 2018, and was most recently amended on July 12, 2018 and March 21, 2019; and

WHEREAS, the Company desires to further amend the Plan to provide credit under the Plan for service with MidSouth Bancorp Inc. ("MidSouth") and its subsidiaries to employees of MidSouth and its subsidiaries who become employed by the Company or an Affiliate in connection with the mergers of MidSouth and its wholly-owned subsidiary, MidSouth Bank, N.A., with and into the Company and its wholly-owned subsidiary, Hancock Whitney Bank, pursuant to that certain Agreement and Plan of Merger by and between Hancock Whitney Corporation and MidSouth Bancorp, Inc., dated April 30, 2019 (the "Mergers").

NOW, THEREFORE, the Plan is hereby amended, effective September 21, 2019 or, if different, the actual effective date of the Mergers, as follows:

I.

Section 4.1, Eligibility Requirements, is hereby amended by the addition of the following at the end of that Section:

> Individuals who (i) become Eligible Associates on September 21, 2019 or, if different, the actual effective date of the mergers of MidSouth Bancorp, Inc. ("MidSouth") and its wholly-owned subsidiary, MidSouth Bank, N.A., with and into the Company and its wholly-owned subsidiary, Hancock Whitney Bank, (the "Transfer Date"), (ii) were employed by MidSouth or one of its subsidiaries on the day immediately preceding the Transfer Date, and (iii) had attained age eighteen on or before the Transfer Date shall be immediately eligible to participate in this Plan on the Transfer Date without regard to the waiting period otherwise imposed hereunder.

II.

This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

III.

Capitalized terms used in this Amendment shall have the same meaning as when used in the Plan unless otherwise specifically provided herein.

IV.

Except as amended herein, the Hancock Whitney Corporation 2010 Employee Stock Purchase Plan, as previously amended, shall remain unchanged.

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

HANCOCK WHITNEY CORPORATION

By: _____

Title: _____

AMENDMENT TO THE
HANCOCK WHITNEY CORPORATION
2010 EMPLOYEE STOCK PURCHASE PLAN

This Amendment to the Hancock Whitney Corporation 2010 Employee Stock Purchase Plan (the "Plan"), is made and entered into as of the _____day of July, 2020, by Hancock Whitney Corporation (the "Company").

W I T N E S S E T H:

WHEREAS, the Company adopted the Plan for the purposes set forth therein; and

WHEREAS, pursuant to Section 14.1 of the Plan, the Company has the right to amend the Plan at any time; and

WHEREAS, the Board of Directors has approved and authorized this Amendment to the Plan;

NOW, THEREFORE, BE IT RESOLVED, that the Plan is hereby amended, effective as of the date hereof, as follows:

i)

The first sentence of Section 1.3 of the Plan is hereby deleted and replaced with the following:

"The Company has reserved Three Hundred Thousand (300,000) shares of Common Stock for issuance under the Plan."

ii)

Except as specifically set forth herein, the terms of the Plan shall remain in full force and effect.

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

HANCOCK WHITNEY CORPORATION

By: _____
Its:

FIFTH AMENDMENT TO
HANCOCK WHITNEY CORPORATION
2010 EMPLOYEE STOCK PURCHASE PLAN

HANCOCK WHITNEY CORPORATION (the "Company") hereby amends the **HANCOCK WHITNEY CORPORATION 2010 EMPLOYEE STOCK PURCHASE PLAN** (the "Plan") this the 29th day of July, 2021.

W I T N E S S E T H:

WHEREAS, effective the 1st day of January, 2011, the Company established the Plan to provide for ownership of stock in the Company by Associates of the Company and/or of its Affiliates; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety effective July 1, 2018; and

WHEREAS, pursuant to Section 14.1 of the Plan as amended and restated, the Company reserved the right to amend the Plan at any time provided no such amendment affects any Participant's right to the benefit of contributions made by such Participant prior to the date of the amendment; and

WHEREAS, the shares of Common Stock issued to date pursuant to purchases by Associates under the Plan is approaching the maximum number of such shares currently reserved for issuance thereunder; and

WHEREAS, the Company desires to amend the Plan to increase the number of shares of Common Stock reserved for issuance under the Plan.

NOW, THEREFORE, the Plan is hereby amended as follows:

I.

The Plan is hereby amended to increase the number of shares of Common Stock reserved for issuance under the Plan by an additional Two Hundred Fifty Thousand (250,000) shares, and Section 1.3 of the Plan, as previously amended by Amendment dated the 23rd day of July, 2020, is hereby amended by the deletion of the first sentence of that Section and the substitution of the following:

The Company has reserved Five Hundred and Fifty Thousand (550,000) shares of Common Stock for issuance under the Plan.

II.

This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

III.

Capitalized terms used in this Amendment shall have the same meaning as when used in the Plan unless otherwise specifically provided herein.

IV.

This Amendment shall be effective as of the date first noted above.

V.

Except as amended herein, the Plan, as previously amended, shall remain unchanged and in full force and effect.

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

HANCOCK WHITNEY CORPORATION

By: _____
Title: _____

Exhibit 99.3

HANCOCK WHITNEY CORPORATION
NONQUALIFIED DEFERRED COMPENSATION PLAN
(RESTATED EFFECTIVE MAY 25, 2018)

HANCOCK WHITNEY CORPORATION
NONQUALIFIED DEFERRED COMPENSATION PLAN
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HANCOCK WHITNEY CORPORATION
NONQUALIFIED DEFERRED COMPENSATION PLAN

The Hancock Whitney Corporation Nonqualified Deferred Compensation Plan (previously known as the Hancock Holding Company Nonqualified Deferred Compensation Plan) (the "Plan") is hereby restated in its entirety by Hancock Whitney Corporation (previously known as Hancock Holding Company) (the "Company").

W I T N E S S E T H:

WHEREAS, the Plan was first adopted by the Company, effective as of February 1, 2006, and was intended to amend and restate, in their entirety, each of the Hancock Holding Company Executive Deferred Compensation Plan, initially effective as of May 1, 2003, and the Hancock Holding Company Directors Deferred Compensation Plan, initially effective as of January 1, 2001 (collectively, the "Predecessor Plan"); and

WHEREAS, the Plan, as adopted and amended from time to time, was amended and restated in its entirety, effective as of January 1, 2008, to comply with the final regulations promulgated under Section 409A of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Plan was most recently amended and restated, effective as of January 1, 2015, and has subsequently been amended on the 13th day of December, 2016 and the 8th day of March, 2018; and

WHEREAS, effective the 25th day of May, 2018, the name of the Company is changed to Hancock Whitney Corporation; and

WHEREAS, the Company desires to restate the Plan solely for the purposes of changing the name of the Plan and otherwise reflecting the new name of the Company and its Affiliates and of incorporating previously approved Plan amendments.

NOW, THEREFORE, the Hancock Whitney Corporation Nonqualified Deferred Compensation Plan is restated in its entirety as follows, effective May 25, 2018, unless otherwise stated:

ARTICLE I
DEFINITIONS

1.1 **"Account Balance" or "Account"** shall mean, with respect to a Participant, an entry on the books and records of the Employer equal to the sum of his or her (a) Deferral Account, (b) Company Contribution Account, (c) Company Restoration Matching Account, (d) Supplemental Contribution Account, (e) Incentive Account, and (f) Transfer Amount, if any. An Account Balance hereunder shall be a bookkeeping entry only and shall be utilized solely as a device for the measurement and determination of the amounts to be paid to a Participant or to his or her designated Beneficiary, hereunder. For Plan Years beginning January 1, 2015, and thereafter, each Participant's Account Balance or Account shall be maintained on a Plan Year by Plan Year basis.

1.2 **"Affiliate**" shall mean a corporation or other entity, with respect to which at least 80% of the outstanding equity interests are owned, directly or indirectly by the Company, determined in accordance with Code Sections 414(b), (c) and (m).

1.3 **"Annual Deferral"** shall mean that portion of a Participant's Base Salary, Bonus, Commissions, and Cash Director Fees deferred hereunder with respect to a Plan Year. In the event of a Participant's Retirement, Disability, death or Separation From Service prior to the end of a Plan Year, such year's Annual Deferral shall be the actual amount deferred and withheld prior to such event.

1.4 **"Annual Installment Method"** shall mean annual installment payments over a number of years designated by the Participant. Each such payment shall be calculated as the vested balance of a Participant's Account as of the Valuation Date immediately preceding each Benefit Distribution Date multiplied by a fraction, the numerator of which is one and the denominator of which is the remaining number of annual payments due the Participant. With respect to Retirement Benefits under Article VI, the number of years over which such annual installment payments will be made may not exceed 15. With respect to benefit payments due to a Participant's Separation From Service pursuant to Article VIII, the number of years over which such annual installment payments will be made under the Annual Installment Method may not exceed three (3).

1.5 **"Associate"** shall mean a common law employee of the Employer, as determined in accordance with the personnel records of the Company.

1.6 **"Bank"** shall mean Hancock Whitney Bank, a financial institution with its principal place of business in Gulfport, Mississippi.

1.7 **"Base Salary"** shall mean annual cash compensation paid for services rendered by an Associate for the Employer during any calendar year, excluding distributions from qualified and nonqualified deferred compensation plans, bonuses, commissions, overtime, fringe benefits, stock options, relocation expenses, incentive compensation payments, severance payments, income replacement on account of long-term disability, non-monetary awards, director fees and other fees, and automobile and other allowances, for employment services rendered (whether or not such allowances are included in the Associate's gross income). Base Salary shall be calculated before reduction for compensation voluntarily deferred or contributed by a Participant pursuant to all qualified or nonqualified plans of the Employer and shall be calculated to include amounts not otherwise included in the Participant's gross income under Code Sections 125, 402(e)(3), 402(h), or 403(b) pursuant to plans established by the Employer. For any Plan Year, Base Salary shall include applicable amounts actually paid within such year.

1.8 **"Beneficiary"** shall mean one or more persons, trusts, estates or other entities, designated in accordance with Article IX hereof, who is entitled to receive benefits under this Plan upon the death of a Participant.

1.9 **"Benefit Distribution Date"** shall mean the date or dates on which a benefit is distributed hereunder:

a. Subject to Section 1.9b, a Participant's initial Benefit Distribution Date shall be the first business day administratively practicable that is within 90 days of a Participant's Retirement, Separation Date, death or Disability or, with respect to Retirement Benefits only, such later date elected by a Participant in accordance with Article VI hereof;

b. If a Participant receives a distribution hereunder on account of his or her Retirement or Separation From Service and he or she is then a Specified Employee, his or her initial Benefit Distribution Date shall be no earlier than the first business day of the calendar month that is at least six months following such event; and

c. If a Participant has elected distribution of his Account Balance in the Annual Installment Method, each subsequent Benefit Distribution Date shall be the first business day that coincides with or immediately follows the anniversary of such initial Benefit Distribution Date in each year of the installment period.

1.10 **"Board" or "Board of Directors"** shall mean the Board of Directors of the Company.

1.11 **"Bonus"** shall mean any compensation, other than Base Salary and Commissions, earned by an Associate for services rendered during a Plan Year under the Employer's annual bonus, cash incentive plan or similar arrangement. The Committee or its designee shall determine whether any Bonus shall be eligible for deferral hereunder.

1.12 **"Cash Director Fees"** shall mean such meeting fees, retainer or other compensation payable to a Director in the form of cash.

1.13 **"Cause"** shall mean, with respect to any Participant who is covered by any agreement with the Company to receive compensation or benefits in connection with a Change in Control, whether immediately or after termination, "Cause" as defined in such agreement. For all other Participants, or if there is no definition of "Cause" in such agreement, "Cause" shall mean that a Participant has:

a. Committed an intentional act of fraud, embezzlement, or theft in the course of his employment or otherwise engaged in any intentional misconduct or gross negligence which is materially injurious to the Company's business, financial condition or business reputation;

b. Committed intentional damage to the property of the Company or committed intentional wrongful disclosure of confidential information which is materially injurious to the Company's business, financial condition or business reputation;

c. Intentionally refused to perform the material duties of his position, without cure, or the beginning of cure, within five (5) days of written notice from Company;

d. Committed (i) a material breach of his or her employment agreement (if any) or (ii) failed to show up at the Company's offices on a daily basis, subject to permitted vacations and absences for illness, without cure, or the beginning of cure, within five (5) days of written notice from the Company; or

e. Entered a guilty plea or a plea of no contest with regard to any felony.

For purposes of this Section, Company shall include all subsidiaries and Affiliates of the Company.

1.14 **"Change in Control"** shall mean and, for purposes of the Plan, shall be deemed to have occurred upon the happening of any of the following events:

a. The acquisition by any one person, or by more than one person acting as a group, of ownership of the Company's equity securities that, together with the securities held by such person or group, constitutes more than 50% of the total fair market value (with respect to the Company's stock, the closing price as reported on the Nasdaq Stock Market on the last trading day immediately preceding such acquisition) or total voting power of the Company;

b. The acquisition by any one person, or by more than one person acting as a group, during the 12-month period ending on the date of the most recent acquisition, of ownership of the Company's equity securities possessing 50% or more of the total voting power of the Company;

c. The replacement during any 12-month period of a majority of the members of the Board by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of such appointment or election; or

d. The acquisition by any one person, or more than one person acting as a group, during the 12-month period ending on the date of the most recent acquisition, of assets of the Company having a total gross fair market value of more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions.

For this purpose, "persons acting as a group" shall have the meaning ascribed to it in Code Section 409A and the regulations promulgated thereunder. Except as expressly provided herein, it is intended that the foregoing definition shall be the same as a change of ownership of a corporation, a change in the effective control of a corporation and/or a change in the ownership of a substantial portion of a corporation's assets as provided in Code Section 409A and the regulations promulgated thereunder, and any questions or determinations shall be construed and interpreted in accordance with the provisions thereof.

1.15 **"Code"** shall mean the Internal Revenue Code of 1986, as it may be amended from time to time, including any regulation or other authority promulgated thereunder.

1.16 **"Commissions"** shall mean the cash commissions and production incentive compensation paid in cash and earned by an Associate from the Employer for services rendered during a Plan Year, excluding Bonus or other additional annual incentives or awards earned by the Participant.

1.17 **"Committee"** shall mean the Compensation Committee of the Board of Directors of the Company, the members of which are non-employee directors within the meaning of Rule 16b-3 promulgated under the Securities Exchange Act of 1934, as amended.

1.18 **"Common Stock"** shall mean $3.33 par value common stock issued by the Company.

1.19 **"Common Stock Measurement Fund"** shall mean a measurement fund established in accordance with Section 4.2 hereof, consisting solely or primarily of Common Stock Units.

1.20 **"Common Stock Unit"** shall mean a bookkeeping entry representing a share of Common Stock, whether first allocated to the Common Stock Measurement Fund or acquired by reinvestment of Dividend Equivalent Units, which is credited to the Common Stock Measurement Fund or an Incentive Account maintained hereunder.

1.21 **"Company"** shall mean Hancock Whitney Corporation, a Mississippi corporation, and any successor to all or substantially all of the Company's assets or business.

1.22 **"Company Contribution"** shall mean a credit made by the Company or the Employer in accordance with Section 3.4(a) hereof.

1.23 **"Company Contribution Account"** shall mean the account credited with a Participant's Company Contributions.

1.24 **"Company Restoration Matching Account"** shall mean the account credited with a Participant's Company Restoration Matching Contributions.

1.25 **"Company Restoration Matching Contribution"** shall mean a credit made by the Company or the Employer in accordance with Section 3.4(b) hereof.

1.26 **"Deferral Account"** shall mean the account credited with each Participant's Annual Deferrals hereunder.

1.27 **"Director"** shall mean a nonemployee member of the Board of Directors of the Company or the board of directors of the Bank, a nonemployee member of the board of directors of an Affiliate, or a member of an advisory or similar board maintained by the Company, the Bank, or an Affiliate with respect to a region, business division or similar unit thereof.

1.28 **"Disability" or "Disabled"** shall mean that a Participant is (a) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (b) by reason of any medically determinable physical or mental impairment which can be expected to result in-death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident or health plan covering employees of the Employer or, as to a Director, a substantially analogous plan.

1.29 **"Dividend Equivalent Unit"** shall mean a credit made with respect to a Common Stock Unit or Incentive Unit equal to the per share cash dividend declared on the Company's Common Stock.

1.30 **"Employer"** shall mean the Company and/or any of its Affiliates designated on Exhibit A hereto, from time to time. Notwithstanding any provision of this Plan to the contrary, a Participant's Employer shall be based upon his or her common law employment relationship.

1.31 **"Employer Contributions"** shall mean, collectively, Company Contributions, Company Restoration Matching Contributions and Supplemental Contributions.

1.32 **"ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.33 **"Fair Market Value"** shall mean the closing price of the Common Stock as reported on the Nasdaq Stock Market on the relevant valuation date hereunder or, if no Common Stock is traded on such day, on the next preceding day on which there were Common Stock transactions.

1.34 **"401(k) Plan"** shall mean the Hancock Whitney Corporation 401(k) Savings Plan, as the same may be amended, superceded or replaced, from time to time.

1.35 **"Incentive Account"** shall mean the account credited with the number of Incentive Units equal to the number of 'shares of restricted stock or performance stock awarded to a Participant under an Incentive Plan and deferred by such Participant hereunder.

1.36 **"Incentive Award"** shall mean an award of restricted stock or performance stock made to a Participant during an annual grant period under an Incentive Plan. The Committee or its designee shall determine whether any Incentive Award shall be eligible for deferral hereunder.

1.37 **"Incentive Plan"** shall mean, any of the following, as applicable: the Hancock Holding Company 2005 Long-Term Incentive Plan, the Hancock Whitney Corporation 2014 Long Term Incentive Plan, and any successor plan adopted by the Company, as such plans may be amended from time to time.

1.38 **"Incentive Unit"** shall mean a Common Stock Unit credited to a Participant's Incentive Account hereunder.

1.39 **"Measurement Fund"** shall mean the fund or funds designated by the Committee or its designee with respect to which the earnings, gains or losses credited to a Participant's Account shall be measured.

1.40 **"Participant"** shall mean (a) any Director or Associate for whom an Account Balance is maintained hereunder, and (b) each other Participant in the Predecessor Plan for whom an Account Balance is maintained hereunder.

1.41 **"Plan"** shall mean this Hancock Whitney Corporation Nonqualified Deferred Compensation Plan, which shall be evidenced by this instrument, as it may be amended from time to time.

1.42 **"Plan Year"** shall mean the calendar year.

1.43 **"Retirement," "Retire(s)"** or **"Retired"** shall mean, with respect to an Associate, his or her Separation Date, such separation occurring for any reason other than death, Disability or involuntary separation on account of Cause, provided he or she:

a. Has then attained age 65 and completed five Years of Service; or

b. Has then attained age 55 and completed ten Years of Service.

Such term shall mean, with respect to a Director, that he or she has ceased to serve as a member of the Board or the board of directors of an Affiliate, other than on account of removal, death or Disability.

1.44 **"Retirement Benefit"** shall mean a benefit payable in accordance with Article VI hereof on account of a Participant's Retirement.

1.45 **"Scheduled Distribution"** shall mean a distribution made in accordance with Section 5.2 hereof.

1.46 **"Scheduled Distribution Date"** means the date on which a Scheduled Distribution is made.

1.47 **"Separation From Service"** or **"Separation Date"** shall mean the later of the date on which (a) a Participant's employment with the Company and its Affiliates ceases, or (b) the Company and such Participant reasonably anticipate that the Participant will perform no further services for the Company and its Affiliates, whether as an Associate or an independent contractor. Notwithstanding the foregoing, a Participant may be deemed to incur a Separation From Service if he or she continues to provide services to the Company or an Affiliate, provided such services are not more than 20% of the average level of services performed by such Participant, whether as an Associate or independent contractor, during the immediately preceding 36-month period. As to a Director, such term shall mean the removal of such Director by the remaining members of the Board prior to the expiration of his or her term.

1.48 **"Specified Employee"** shall mean any Participant who is a "key employee" (as defined in Code Section 416(i) without regard to paragraph (5) thereof) of the Employer, provided that equity securities of the Company or any Affiliate are then publicly traded on an established securities market. Status as a Specified Employee hereunder shall be determined each December 31st, and shall be applicable during the 12-month period commencing on the following April 1st.

1.49 **"Supplemental Contribution"** shall mean a contribution by the Company or the Employer in accordance with Section 3.4(c) hereof.

1.50 **"Supplemental Contribution Account"** shall mean the account credited with a Participant's Supplemental Contributions.

1.51 **"Transfer Amount"** shall mean the amount credited to a Participant under the Predecessor Plan as of January 31, 2006, which shall be transferred to a separate account maintained hereunder, and shall be subject to adjustment as provided in Article IV hereof.

1.52 **"Unforeseeable Financial Emergency"** shall mean a severe financial hardship resulting from (a) an illness or accident of the Participant, the Participant's spouse, the Participant's dependent (as defined in Code Section 152(a)) or his or her Beneficiary, (b) a loss of the Participant's property due to casualty, or (c) such other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or his or her spouse, dependent or Beneficiary.

1.53 **"Valuation Date(s)"** shall mean the date or dates on which a Participant's Account shall be valued for purposes of determining the amount of the benefit due to such Participant under this Plan. The Valuation Date(s) shall be the last business day of the month following Participant's Retirement, Separation Date, death, or Disability, or with respect to any Participant who is a Specified Employee, the last business day of the month that is six months after such Participant's Retirement or Separation Date, and, in connection with each benefit paid under the Annual Installment Method, each anniversary thereof during the installment period. Notwithstanding the preceding, in the event a Participant has elected to postpone his Benefit Distribution Date with respect to all or any portion of his Retirement Benefit as provided in Article VI, the Valuation Date(s) as to the portion of such Retirement Benefit shall be the last business day of the month immediately preceding the initial Benefit Distribution Date with respect thereto and, if paid under the Annual Installment Method, each anniversary thereof during the installment period.

With respect to a Scheduled Distribution, Valuation Date shall mean January 1 of the year in which such Scheduled Distribution is made.

1.54 **"Years of Service"** shall mean the total number of whole years in which a Participant has been employed by the Employer. For purposes of this definition, a Year of Service shall be a consecutive 365-day period (or 366-day period in the case of a leap year) that, for the first Year of Service, commences on the Associate's date of hire and that, for any subsequent year, commences on an anniversary of such date.

ARTICLE II
PARTICIPATION

2.1 Designation of Participants. Participants hereunder shall be determined by the Committee prior to the first day of each Plan Year, or at such other time or times as the Committee may deem appropriate, and shall be limited to:

a. A Director who is a member of the Board of Directors, who shall be eligible to participate in the Plan upon his or her election or appointment and at all times thereafter while serving as a Director, without the necessity of further action by the Committee.

b. A Director who is a member of the board of directors of an Affiliate, provided such Affiliate has been designated by the Committee on Appendix A hereto; once such designation is made and unless a later date is designated by the Committee within the time required by law, each such Director shall be eligible to participate in the Plan upon his or her election or appointment and at all times thereafter while serving as a Director, without the necessity of further action by the Committee.

c. A Director who serves as a member of an advisory or similar board maintained by the Company, the Bank, or an Affiliate with respect to a region, business division or similar unit thereof, who shall be eligible to participate herein when designated by the Committee, whether individually or by group or class, and at all times thereafter while continuing to serve on such board, without the necessity of further action by the Committee.

d. Associates designated by the Committee, who may be designated individually or by groups or classes. In lieu of individual designation hereunder and with respect to Associates other than executive officers of the Company or the Bank, the Committee may ratify the recommendations of the appropriate officers of the Company or the Bank, as the case may be, which may be made individually or by class. Associates so designated continue to be eligible without the necessity of further action by the Committee as long as they continue to meet the eligibility criteria establishment by the Committee for participation.

2.2 Enrollment. As a condition of his or her initial deferral hereunder, each Associate or Director shall (a) execute a deferral election in the form prescribed under Article III hereof and a beneficiary designation in accordance with the provisions of Article IX hereof, (b) designate the Measurement Funds with respect to which his or her Account shall be measured, and (c) deliver such other documents or agreements as the Committee may reasonably request.

ARTICLE III
DEFERRALS; EMPLOYER CONTRIBUTIONS

3.1 Permitted Deferral Amounts.

a. **Annual Deferrals**. Except as may be provided herein or otherwise determined by the Committee, for each Plan Year a Participant may elect to defer his or her Base Salary, Bonus, Commissions, and/or Cash Director Fees in the following percentages or amounts:

Type of Deferral	Minimum Amount	Maximum Amount
Base Salary		80%
Bonus	$3,000 in the aggregate	100%
Commissions		100%
Cash Director Fees	$0	100%

If a Participant elects to defer less than the minimum amount, or if no election is made, the amount deferred with respect to the applicable Plan Year shall be zero. Notwithstanding the foregoing, if a Director or Associate first becomes a Participant during a Plan Year, the minimum Annual Deferral amount shall be prorated, based upon the number of whole months remaining in the such year.

b. **Incentive Awards.** For each Incentive Award and subject to the approval of the Committee or its designee, a Participant may elect to defer all or any portion of such award, expressed as a percentage thereof. If no election is made, the percentage deferred shall be zero.

3.2 Election to Defer.

a. **Initial Plan Year.** For the Plan Year in which a Participant first commences participation hereunder, such Participant shall make a deferral election not later than 30 days following the date on which he or she is first designated or otherwise eligible to participate herein.

b. **Subsequent Plan Years.** In each succeeding Plan Year, each Participant shall:

i. As to Base Salary, make a deferral election on or before the last day of the last completed payroll period during the Plan Year preceding the Plan Year with respect to which it relates; and

ii. As to all other amounts, make a deferral election as of the last day of the Plan Year preceding the Plan Year to which it relates or such earlier date as may be designated by the Committee.

c. **Incentive Awards.** An election to defer an Incentive Award shall be made no later than the last business day of the calendar year preceding the Plan Year during which restricted stock or performance stock is awarded to a Participant under the Incentive Plan.

d. **Performance-Based Compensation**. The Committee, in its discretion, may permit any Participant to defer the receipt of performance-based compensation not later than six months before the end of the performance cycle applicable to such compensation, provided that the payment of such compensation is not then substantially certain. For this purpose, the term “performance-based compensation” shall have the meaning set forth in Code Section 409A and shall be payable with respect to a performance cycle of not less than 12 months. A Participant who is employed for less than an entire performance cycle or who is eligible to receive performance-based compensation for less than an entire cycle shall be entitled to defer a pro rata portion of such compensation.

e. **Compensation Subject to Risk of Forfeiture**. With respect to compensation, the payment of which is unforeseeable prior to the first day of any Plan Year, and with respect to which:

i. A Participant has a legally binding right to the payment of such compensation in a subsequent year; and

ii. Such compensation is subject to a forfeiture condition requiring the Participant's continued services for a period of at least 12 months from the date the Participant obtains the legally binding right.

The Committee may, in its sole discretion, permit the deferral of such amounts hereunder. An election to defer such compensation shall be made no later than the 30th day after the Participant obtains the legally binding right to the compensation, provided that the election is made at least 12 months in advance of the earliest date on which the forfeiture condition could lapse.

f. **Deferral Elections**. Deferral elections made hereunder shall be deemed made upon their receipt and acceptance by the Committee or its designee. Such elections shall be in the form prescribed by the Committee. Once made, any such election shall be irrevocable as to the period with respect to which it relates.

3.3 Withholding and Crediting of Deferrals. For each Plan Year, Base Salary deferred hereunder shall be withheld from each regularly scheduled pay period in equal amounts, as adjusted from time to time for increases and decreases in Base Salary. Such deferrals shall be credited to each Participant's Account as soon as practicable after each pay date. Any Bonus, Commissions, and/or Cash Director Fees deferred hereunder shall be withheld at the time such Bonus, Commissions, or Cash Director Fees would otherwise be payable to a Participant or Director, whether occurring during or after the Plan Year. Such amount shall be credited to the Participant's Account hereunder as soon as practicable after such date.

3.4 Determining and Crediting Employer Contributions.

a. **Company Contributions**. For each Plan Year, the Employer shall credit to a Participant's Company Contribution Account such amounts as may be required under any employment or similar agreement entered into between a Participant and his or her Employer. Any such amount shall be credited on the date or dates prescribed in such agreement, or if no date is prescribed, as of the last business day of the affected Plan Year.

In addition to the foregoing, the Committee, in its discretion, may credit for each Plan Year a Company Contribution to the Company Contribution Account of one or more Participants hereunder, in such amounts and at such times as it deems appropriate.

b. **Company Restoration Matching Contributions**. The amount of a Participant's Company Restoration Matching Contribution, if any, for each Plan Year shall be determined by the Committee, in such amount as the Committee deems appropriate, to compensate for certain limits imposed under the 401(k) Plan or other qualified plan, or for such other purposes the Committee may determine. A Participant's Company Restoration Matching Contribution, if any, shall be credited to a Participant's Company Restoration Matching Account on a date or dates determined by the Committee, in its discretion.

c. **Supplemental Contributions**. For each Plan Year the Employer may make a Supplemental Contribution on behalf of the Participants as determined in the discretion of the Committee. Any such Supplemental Contribution for a Plan Year shall be on the terms and conditions set forth in Appendix B to this Plan, as it may be amended from time to time.

d. **Discretionary Contributions**. Except as to any amount required to be made under an employment or similar agreement, any contribution or credit described in this Section 3.4 shall be made in the discretion of the Committee and need not be uniform as among any group of Participants hereunder, whether or not similarly situated.

3.5 Crediting Incentive Awards. Incentive Units shall be credited to a Participant's Incentive Account as of the date on which restricted or performance stock would otherwise be awarded to such Participant under an Incentive Plan.

3.6 Vesting.

a. **Vested Amounts**. Unless otherwise provided in subparagraph b hereof, a Participant's Account shall vest and be nonforfeitable as follows:

i. A Participant shall, at all times, be fully vested in his or her Deferral Account and Transfer Amount.

ii. A Participant's Incentive Account shall vest and be nonforfeitable at such time or times and in such amounts as the Participant's Incentive Award would otherwise vest in accordance with the terms of the applicable Incentive Award and Incentive Plan.

iii. A Participant shall be vested in his or her Company Contribution Account in accordance with the vesting schedule(s) in the employment agreement or any other agreement entered into between the Participant and his or her Employer pursuant to which such Company Contributions are made, or if no vesting schedule is otherwise applicable to the Company Contributions under any such agreement, as determined by the Committee.

iv. A Participant shall be vested in his or her Supplemental Contribution Account on a 10-year graded vesting schedule, beginning at age 51 and ending at age 60, becoming 100% vested at age 60, or as otherwise set forth on Appendix B.

v. A Participant shall be vested in his or her Company Restoration Matching Account at the time or times and in the amounts determined in accordance with the provisions of the 401(k) Plan.

b. **Acceleration Events**. Notwithstanding the provisions of subparagraph a hereof, if a Participant dies or becomes Disabled while employed by the Employer, such Participant's Company Contribution Account, Company Restoration Matching Account and Supplemental Contribution Account shall be fully vested and nonforfeitable.

In the event of a Change in Control, the interest of a Participant in his or her Company Contribution Account, Company Restoration Matching Account and Supplemental Contribution Account shall vest and be nonforfeitable in accordance with the terms of any employment, severance or similar arrangement between such Participant and his or her Employer. If there is no such agreement or any such agreement is silent, such Participant's Accounts shall be deemed fully vested and nonforfeitable upon the occurrence of a Change in Control, but only to the extent that such acceleration would not cause the deduction limitation of Code Section 280G and the excise tax provisions of Code Section 4999 to be effective as to the Company or such Participant, as the case may be. The Committee shall make any determination required hereunder.

A Participant's Incentive Account shall be fully vested upon the occurrence of a Change in Control or Retirement, death or Disability to the extent provided in such Participant's initial award of Restricted or Performance Stock under an Incentive Plan.

3.7 Forfeiture. Notwithstanding the vesting provisions of Section 3.6 or any other provision of the Plan, all Employer Contributions and Incentive Awards made to the Plan on or after February 27, 2013 and/or previously made Employer Contributions and Incentive Awards that were not vested on February 27, 2013, shall be forfeited in the event a Participant's employment is terminated for Cause. The determination of a for Cause termination shall be made in the sole and absolute discretion of the Committee. The Committee shall notify such participant within 90 days of the date of his or her termination of employment of the determination of a for Cause termination

ARTICLE IV
MEASUREMENT FUNDS; RESTRICTED STOCK UNITS

4.1 Measurement Funds.

a. **Designation of Measurement Funds**. One or more Measurement Funds shall be designated by the Committee or its designee for the purpose of determining the earnings, gains or losses to be credited or debited to each Participant's Account hereunder. The Committee or its designee may discontinue, substitute or add measurement funds, from time to time, as it deems appropriate

b. **Participant's Designation of Measurement Funds**. Except as provided in section 4.2 hereof, a Participant shall designate one or more Measurement Funds in which his or her Account shall be notionally invested. If a Participant does not designate a Measurement Fund or Funds, such Participant's Account shall be deemed invested in the lowest-risk Measurement Fund. The Committee or its designee shall adopt such additional rules and procedures as it deems necessary or appropriate with respect to a Participant's designation of Measurement Funds hereunder.

4.2 Common Stock Measurement Fund. The following shall apply with respect to allocations to the Common Stock Measurement Fund:

a. Any portion of a Participant's Transfer Amount invested in Common Stock Units under the terms of the Predecessor Plan shall be allocated to the Common Stock Measurement Fund.

b. A Participant may elect to invest all or any of his or her Bonus or Cash Directors Fees in the Common Stock Measurement Fund. Base Salary shall not be eligible for such investment.

c. Amounts allocated to the Common Stock Measurement Fund shall not be reallocated to any other Measurement Fund and shall be distributable only in the form of Common Stock.

d. Dividend Equivalent Units on amounts allocated to the Common Stock Measurement Fund shall be credited to the Participant's Account as of each dividend payment date and deemed reinvested in Common Stock Units immediately thereafter. The number of Common Stock Units credited hereunder shall be determined by dividing the Dividend Equivalent Units credited hereunder by the Fair Market Value of a share of Common Stock on the applicable dividend payment date.

4.3 Incentive Units. Incentive Units credited hereunder shall be subject to the following:

a. Such units shall not be reallocated to any Measurement Fund and shall be distributable only in the form of Common Stock.

b. Dividend Equivalent Units on such Incentive Units shall be credited to the Participant's Account as of each dividend payment date and deemed reinvested in Common Stock Units immediately thereafter. The number of such units shall be determined by dividing the Dividend Equivalent Units credited hereunder by the Fair Market Value of a share of Common Stock on the applicable dividend payment date.

4.4 Crediting or Debiting Returns. The performance of each Measurement Fund, whether positive or negative, shall be determined and allocated to a Participant's Account at least as frequently as quarterly; provided, however, no returns will be credited to the portion of a Participant's Account distributed to the participant between the Valuation Date and the Benefit Distribution Date on which such portion is distributed.

4.5 Notional Investment. A Participant's Account Balance shall, at all times, be a bookkeeping entry only and shall not represent any investment made on his or her behalf by the Company or any Trust established hereunder. Each Participant shall, at all times, remain an unsecured creditor of the Company as to his or her Account. Notwithstanding any provision of this Plan to the contrary, Measurement Funds shall be used solely to determine the amount of income, gain or loss credited to each Account hereunder. A Participant's election of a Measurement Fund, the allocation of his or her Account thereto, and the calculation and crediting or debiting of amounts to a Participant's Account shall not be considered or construed in any manner as an actual investment in any such fund.

4.6 Common Stock Units; Incentive Units.

a. **Adjustment**. In the event of any merger, consolidation or other reorganization of the Company, there shall be substituted for each of the Common Stock Units then subject to the Plan the number and kind of shares of stock or other securities to which the holders of Common Stock are entitled in such transaction. In the event of any recapitalization, stock dividend, stock split, combination of shares or other change in the number of shares of Common Stock then outstanding for which the Company does not receive consideration, the number of Common Stock Units then subject to the Plan shall be adjusted in proportion to the change in outstanding shares of Common Stock.

Incentive Units shall be subject to adjustment as provided under the Incentive Plan.

b. **Shareholder Rights**. No Participant or Beneficiary shall have any voting or other shareholder rights on account of his or her status as such or with respect to Common Stock Units or Incentive Units credited to an Account hereunder.

c. **Share Allocation**. For purposes of any allocation made by the Board of Directors with respect to the issuance of Common Stock under the Incentive Plan or this Plan:

i. Each Incentive Unit credited hereunder shall offset the number of shares of Common Stock reserved for issuance under the Incentive Plan; and

ii. Each Common Stock Unit credited hereunder shall offset the number of shares of Common Stock reserved for issuance under this Plan.

ARTICLE V
SCHEDULED DISTRIBUTIONS; UNFORESEEABLE FINANCIAL EMERGENCIES; OTHER DISTRIBUTION RULES

5.1 Distribution Events. Notwithstanding any provision of this Plan to the contrary, a Participant's Account shall be distributed on the earliest to occur of the following: his or her Scheduled Distribution Date or the Benefit Distribution Date following his or her Separation From Service, Retirement, death or Disability.

5.2 Scheduled Distributions.

a. **Distribution Date**. As to each Annual Deferral, a Participant may elect to receive a Scheduled Distribution with respect to all or a portion of such deferral. Such amount, together with the deemed earnings, gains or losses allocable thereto as determined under Article IV, shall be credited to a separate account and shall be:

i. Paid in the form of a lump sum; and

ii. Paid within 90 days of the first day of the Plan Year designated by the Participant, which shall not be less than three Plan Years after the last day of the Plan Year to which the Participant's affected deferral election relates.

A Participant shall designate an Annual Deferral as a Scheduled Distribution hereunder, including the designation of the year of payment in accordance with subparagraph ii hereof, at the same time and in the same manner as he or she makes a deferred election for each Plan Year as provided in Section 3.2. Except as provided in Section 5.2b hereof, such designation shall be irrevocable. In no event may a Participant elect to receive a Scheduled Distribution with respect to an Incentive Award deferred under the Plan.

The provisions of this Section shall not apply in the event a Participant's Benefit Distribution Date due to Separation From Service, Retirement, death or Disability occurs prior to the Scheduled Distribution Date, in which event the Participant's Account will be distributed on the earlier Benefit Distribution Date as provided in Section 5.1.

b. **Postponing Scheduled Distributions**. A Participant may postpone the date on which a Scheduled Distribution is to be paid by delivery of a modification to the Committee designating a new payment date, provided that:

i. Such modification shall be delivered and accepted by the Committee at least 12 months prior to the previously scheduled payment date;

ii. Such designated payment date shall not be less than five years after the previously scheduled distribution date; and

iii. Such modification must be received and accepted by the Committee at least 12 months prior to the date on which it is given effect.

In no event may the date of a Schedule Distribution be accelerated.

5.3 Unforeseeable Financial Emergencies. If a Participant experiences an Unforeseeable Financial Emergency, such Participant may request a withdrawal, subject to the provisions set forth herein. Such withdrawal, if any, shall not exceed the lesser of (a) the Participant's vested Account Balance, excluding such Participant's Incentive Account, calculated as of the close of business as of the date of such withdrawal, or (b) the amount necessary to satisfy the Unforeseeable Financial Emergency, plus any amount necessary to pay Federal, state or local income taxes or penalties reasonably anticipated as a result of the withdrawal. Notwithstanding the foregoing, a Participant may not receive a withdrawal hereunder to the extent that the Unforeseeable Financial Emergency is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship.

If the Committee approves a Participant's request for withdrawal hereunder, such withdrawal shall be made not later than 60 days after the date of such approval; the Participant's deferrals hereunder shall cease until the first day of the Plan Year following the year in which such withdrawal occurs or such later time designated by the Committee.

5.4 Complete Distribution. Notwithstanding any provision of the Plan to the contrary, if a Participant's vested Account has been distributed in full prior to the date on which any final deferral or contribution is credited hereunder, such final deferral or contribution shall be distributed to such Participant in the form of a lump sum payment as soon as practicable after the date on which any such amount is credited hereunder.

5.5 Deduction Limitation. If the Employer reasonably anticipates that the Federal income tax deduction with respect to any distribution hereunder would be limited by Code Section 162(m), then to the extent deemed necessary by the Committee, such Employer may delay payment of any such amount. Any amount for which distribution is delayed hereunder shall continue to be adjusted as provided in Section 4.4 hereof. Such amounts shall be distributed at the earliest date the Committee reasonably anticipates that the deduction of the payment of the amount will not be limited under Code Section 162(m).

ARTICLE VI
RETIREMENT BENEFITS

6.1 Application. If a Participant Retires, this Article VI shall apply, notwithstanding any provision of this Plan to the contrary.

6.2 Amount of Retirement Benefit. A Participant who Retires shall receive, as a Retirement Benefit hereunder, his or her vested Account Balance, determined as of the Valuation Date(s) immediately preceding the Participant's Benefit Distribution Date or Dates.

6.3 Time of Payment. A Retirement Benefit payable hereunder shall be paid as of a Participant's Benefit Distribution Date or Dates determined under Section 1.9. Subject to any limitations imposed herein or by the Committee, a Participant may elect his or her initial Benefit Distribution Date by designating the time at which his or her Retirement Benefit shall become payable, which shall be the date of his or her Retirement or an anniversary thereof, but not later than the fifth anniversary of his or her Retirement. The Benefit Distribution Date shall occur within the 90-day period following the date so designated by the Participant. Such designation shall be made at such time and shall be effective as to such portion of a Participant's Retirement Benefit as is provided in Section 6.5.

6.4 Form of Payment. A Participant may elect to receive his or her Retirement Benefit in the form of a lump sum or the Annual Installment Method. Such election shall be made at such time and shall be effective as to such portion of the Participant's Retirement Benefit as is provided in Section 6.5. If a Participant fails to make an election for any portion of his or her Retirement Benefit, he or she shall be deemed to have elected to receive such portion of his or her Retirement Benefit in the form of a lump sum.

6.5 Election as to Time and Form of Payment. A Participant's election as to his or her initial Benefit Distribution Date and form of payment under Sections 6.3 and 6.4, respectively, shall be made and become effective as follows:

a. With respect to Retirement Benefits attributable to the portion of a Participant's Account Balance resulting from his or her Annual Deferrals, Incentive Units, and all Employer Contributions made on his or her behalf for Plan Years ending on or before December 31, 2014, such elections shall be made upon the Participant's initial entry into the Plan.

b. With respect to Retirement Benefits attributable to the portion of a Participant's Account Balance for each Plan Year beginning on or after January 1, 2015, such election shall be made on a Plan Year by Plan Year basis at the same time as an election to defer is made for such Plan Year as provided in Section 3.2 and shall be applicable only to the Retirement Benefits resulting from the Annual Deferrals, Incentive Units and Employer Contributions for such Plan Year.

6.6 Postponement/Change of Form of Retirement Benefit. At any time a Participant may elect to postpone or change the form of his or her Retirement Benefit, provided that:

a. Such postponement, or delay in payment resulting from a change in form, shall not be less than five years from the original Benefit Distribution Date; for this purpose, installment payments shall be treated as a single payment;

b. A postponement may be expressed as a specified date or a specified period after his or her Retirement;

c. Such postponement or change in form of payment shall be made in the form prescribed by the Committee and shall be given effect 12 months after it is received and accepted by the Committee; and

d. If the Participant's Retirement Benefit is to be distributed at a specified time within the meaning of Code Section 409A, a postponement shall be given effect only if it is received and accepted not less than 12 months before such specified time.

ARTICLE VII
DISABILITY BENEFITS

If a Participant becomes Disabled on or before his or her Retirement, then notwithstanding any provisions of this Plan to the contrary, such Participant shall receive payment of his or her Account Balance on his or her Benefit Distribution Date in the form of a lump sum.

ARTICLE VIII
BENEFITS ON TERMINATION

8.1 Payment of Benefit. If a Participant experiences a Separation From Service before his or her Retirement for any reason other than due to his or her death or Disability then notwithstanding any provision of this Plan to the contrary, such Participant shall receive his or her vested Account Balance on his or her Benefit Distribution Date in the form determined under Section 8.2.

8.2 Form of Benefit. A Participant's vested Account Balance that becomes payable due to a Separation From Service under Section 8.1 shall be payable as follows:

a. With respect to a Participant's vested Account Balance resulting from Annual Deferrals, Incentive Units and Employer Contributions for Plan Years ending on or before December 31, 2014, such benefit shall be paid in the form of a single lump-sum distribution.

b. With respect to a Participant's vested Account Balance resulting from Annual Deferrals, Incentive Units and Employer Contributions for each Plan Year begin on or after January 1, 2015, each Participant may elect on a Plan Year by Plan Year basis for such benefit to be distributed in a lump sum or under the Annual Installment Method. Such election must be made at the same time and in the same manner as a deferral election for the Plan Year is made as provided under Section 3.2 and is applicable on to the benefits attributable to the year for which made.

ARTICLE IX
DEATH BENEFITS

9.1 Death Benefit. A Participant's Beneficiary(ies) shall receive, upon the death of such Participant, an amount equal to the Participant's remaining vested Account Balance. Such amount shall be paid in the form of a lump sum on the Participant's Benefit Distribution Date.

9.2 Beneficiary Designations. Each Participant shall have the right, at any time, to designate his or her Beneficiary(ies). A Participant shall designate his or her Beneficiary, in writing, in the form prescribed by the Committee. A Participant shall be entitled to change his or her Beneficiary by completing, signing and otherwise complying with the terms of the forms and procedures required by the Committee. If the Participant names someone other than his or her spouse as a Beneficiary, the Committee may, in its sole discretion, determine that spousal consent is required on a form acceptable to the Committee.

Upon the acceptance by the Committee of a new designation form, all designations previously filed shall be void and of no effect. The Committee shall be entitled to rely on the designation last received and accepted by the Committee. No designation or change shall be effective until it is received and acknowledged in writing by the Committee or its designee.

9.3 No Designation; Construction. If a Participant fails to designate a Beneficiary, or if all designated Beneficiaries predecease the Participant or die prior to complete distribution of the Participant's benefits, then the Participant's designated Beneficiary shall be deemed to be his or her surviving spouse. If the Participant is not survived by a spouse, his or her benefit shall be paid to the executor or personal representative of the Participant's estate.

If the Committee has any doubt as to the proper Beneficiary to receive payments pursuant to this Plan, the Committee shall have the right, exercisable in its discretion, to cause the Participant's Employer to withhold such payments until this matter is resolved to the Committee's satisfaction.

ARTICLE X
LEAVES OF ABSENCE

10.1 Paid Leave of Absence. If a Participant is on a paid leave of absence from his or her employment, such Participant shall not be entitled to a distribution hereunder, other than a Scheduled Distribution, and his or her deferrals shall continue during the period of such leave.

10.2 Unpaid Leave of Absence. If a Participant is on an unpaid leave of absence from employment, his or her deferrals hereunder shall remain in effect with respect to any compensation paid with respect to services rendered before such leave commenced, and he or she shall not be entitled to a distribution hereunder, other than a Scheduled Distribution, until a Separation From Service occurs. His or her deferrals of cash compensation shall resume upon the termination of such leave in accordance with the terms of his or her prior deferral election, provided termination of such leave occurs during the same Plan Year for which such deferral election is applicable.

ARTICLE XI
TERMINATION OF PLAN; AMENDMENT OR MODIFICATION

11.1 Termination of Plan. The Board of Directors may terminate this Plan, in its discretion, in which event:

a. No additional Participants shall be admitted to the Plan;

b. No additional deferral elections shall be permitted, provided that any deferral election then in effect shall continue in accordance with its terms through December 31st of the year in which such termination occurs;

c. No additional contributions shall be made by the Company or the Employer hereunder;

d. Each Participant shall continue to invest and reinvest his or her Accounts in the Measurement Funds available, from time to time, hereunder; and

e. Each Participant's Accounts shall be paid as provided herein.

The Measurement Funds available following such termination shall be comparable in number and type to those Measurement Funds available in the Plan Year preceding the Plan Year in which such termination is effective.

Notwithstanding the foregoing, during the 30 days preceding or 12 months following a Change in Control, the Board shall be permitted to terminate the Plan and to distribute all Accounts in a lump sum no later than 12 months thereafter, provided that:

a. The Company reasonably determines that such termination will not adversely affect the rights and benefits of any Participant in any other plan of deferred compensation maintained by the Company or its Affiliates; and

b. A termination may be applicable to an individual Employer hereunder only to the extent permitted under Code Section 409A.

11.2 Amendment. The Board of Directors may, at any time, amend or modify the Plan in whole or in part. Authority has also been delegated to the Committee to act on behalf of the Board of Directors to amend the Plan as needed for operational efficiency and regulatory changes. Notwithstanding the foregoing:

a. No amendment or modification shall decrease the value of a Participant's vested Account Balance determined at the time such amendment or modification is made;

b. The ability of the Board or the Committee to amend any provision hereof related to Incentive Units shall be limited by any restriction contained in the Incentive Plan; and

c. The Board or the Committee may amend the Plan or any form or agreement hereunder, without the consent of any Participant or Beneficiary, to the extent it reasonably determines that such amendment is necessary or appropriate to ensure that any amount credited hereunder is not includable in the income of any such Participant or Beneficiary prior to the date on which it is distributed hereunder, whether on account of Code Section 409A or otherwise.

11.3 Effect of Payment. Full payment of a Participant's vested Account Balance hereunder shall completely discharge all obligations to a Participant and his or her designated Beneficiaries under this Plan and participation hereunder shall terminate.

ARTICLE XII
ADMINISTRATION

12.1 Powers. This Plan and all matters related thereto shall be administered by the Committee. The Committee shall have the power and authority to interpret the provisions of this Plan and shall determine all questions arising under the Plan including, without limitation, all questions concerning administration, eligibility, the determination of benefits hereunder, and the interpretation of any form or other document related to this Plan. In addition, the Committee shall have the authority to prescribe, amend and rescind rules and administrative procedures relating to the operation of this Plan and to correct any defect, supply any omission or reconcile any inconsistency in this Plan.

Any determination by the Committee need not be uniform as to all or any Participant hereunder. Any such determination shall be conclusive and binding on all persons. The Committee shall engage the services of such independent actuaries, accountants, attorneys and other administrative personnel as it deems necessary to administer the Plan.

12.2 Delegation of Administrative Authority. The Committee, in its discretion, may delegate to the Benefit Committee or another committee of the Board and/or to the appropriate officers of the Company or its Affiliates all or any portion of the power and authority granted to

it hereunder, subject to any limitations imposed under applicable Federal or state securities laws and the applicable rules of the securities exchange upon which Common Stock is traded or reported. When acting in accordance with such delegation, whether made orally or in writing, such committee or officers shall be deemed to possess the power and authority granted to the Committee hereunder. Without the requirement of further action, the Committee shall be deemed to have delegated to the Company's appropriate officers or committee:

a. The authority to review and administer distributions and other payments and withdrawals in accordance with the provisions hereof; and

b. The authority to make such amendments to this Plan or any ancillary form or document related to this Plan contemplated under Section 11.2(c) hereof.

12.3 Fees and Expenses. The Company shall bear all costs, fees and expenses associated with the establishment, administration, and maintenance of the Plan.

12.4 Code Section 409A. This Plan is intended to comply and shall be interpreted and construed in a manner consistent with the provisions of Code Section 409A, including any rule or regulation promulgated thereunder. In the event that any provision of the Plan would cause an amount deferred hereunder to be subject to tax under the Code prior to the time such amount is paid to a Participant, such provision shall, without the necessity of further action by the Board or the Committee, be deemed null and void as of the Restatement Date or such earlier date as may be required by law.

Notwithstanding any provision of this Plan to the contrary, the Committee may direct the distribution to any Participant or Beneficiary in the form of a single-sum payment all or any portion of the amount then credited to a Participant's Account if an adverse determination is made with respect to such Participant. For this purpose, the term "adverse determination" shall mean that, based upon Federal tax or revenue law, a published or private ruling or similar announcement issued by the Internal Revenue Service, a regulation issued by the Secretary of the Treasury, a decision by a court of competent jurisdiction, a closing agreement made under Section 7121 of the Code that is approved by the Internal Revenue Service and involves such Participant or a determination of counsel, this plan has failed to comply with Code Section 409A and, as a result, such Participant has or will recognize income for Federal income tax purposes with respect to any amount that is or will be payable under this Plan before it is otherwise to be paid hereunder.

12.5 Other Benefits and Agreements. Benefits under this Plan are in addition to any benefits available under any other plan or program for employees of the Employer. This Plan shall supplement and shall not supersede, modify or amend any other such plan or program except as may otherwise be expressly provided.

12.6 Service as an Associate and Director. If a Participant hereunder is employed by the Company or an Affiliate as an Associate and also serves as a Director:

a. A separate Account shall be established and maintained hereunder with respect to his or her Cash Director Fees deferred hereunder, if any;

b. The distribution provisions set forth in Articles V, VI, VII, VIII, and IX hereof shall be separately administered with respect to each such Account; and

c. Except as may be limited under Code Section 409A, nothing contained herein shall prohibit a distribution from any such Account with respect to one capacity contemporaneous with the crediting of deferrals or contributions hereunder with respect to the other.

12.7 Small Benefits. If the value of a Participant's Account is not more than the applicable limit under Code Section 402(g), determined as of the date of his or her Benefit Distribution Date, then notwithstanding any provision of this Plan to the contrary, the Committee shall distribute such amount to such Participant, or his or her Beneficiary, in the form of a single-sum payment within 90 days of such date, which distribution shall be in lieu of any benefit otherwise provided hereunder.

ARTICLE XIII
CLAIMS PROCEDURES

13.1 Presentation of Claim. Any-Participant or Beneficiary of a deceased Participant (such Participant or Beneficiary referred to below as a "Claimant") may deliver to the Committee a written claim for a determination with respect to the amounts distributable to such Claimant from the Plan. If such a claim relates to the contents of a notice received by the Claimant, the claim must be made within 60 days after such notice was received by the Claimant. All other claims must be made within 180 days of the date on which the event that caused the claim to arise occurred. The claim must state with particularity the determination desired by the Claimant.

13.2 Notification of Decision. The Committee shall consider a Claimant's claim within a reasonable time, but no later than 90 days after receiving the claim. If the Committee determines that special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Committee expects to render the benefit determination. The Committee shall notify the Claimant in writing:

a. That the Claimant's requested determination has been made, and that the claim has been allowed in full;

b. That the Committee has reached a conclusion contrary, in whole or in part, to the Claimant's requested determination, and such notice must set forth in a manner calculated to be understood by the Claimant;

c. The specific reason(s) for the denial of the claim, or any part of it;

d. Specific reference(s) to pertinent provisions of the Plan upon which such denial was based;

e. A description of any additional material or information necessary for the Claimant to perfect the claim, and an explanation of why such material or information is necessary;

f. An explanation of the claim review procedure set forth in Section 13.3 below; and

g. A statement of the Claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

13.3 Review of a Denied Claim. On or before 60 days after receiving a notice from the Committee that a claim has been denied, in whole or in part, a Claimant (or the Claimant's duly authorized representative) may file with the Committee a written request for a review of the denial of the claim. The Claimant (or the Claimant's duly authorized representative) may:

a. Upon request and free of charge, have reasonable access to, and copies of, all documents, records and other information relevant (as defined in applicable ERISA regulations) to the claim for benefits; and/or

b. Submit written comments or other documents.

13.4 Decision on Review. The Committee shall render its decision on review promptly, and no later than 60 days after the Committee receives the Claimant's written request for a review of the - denial of the claim. If the Committee determines that special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Committee expects to render the benefit determination. In rendering its decision, the Committee shall take into account all comments, documents, records and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The decision must be written in a manner calculated to be understood by the Claimant, and it must contain:

a. Specific reasons for the decision;

b. Specific reference(s) to the pertinent Plan provisions upon which the decision was based;

c. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of, all documents, records and other information relevant (as defined in applicable ERISA regulations) to the Claimant's claim for benefits; and

d. A statement of the Claimant's right to bring a civil action under ERISA Section 502(a).

13.5 Legal Action. A Claimant's compliance with the foregoing provisions of this Article XIII is a mandatory prerequisite to a Claimant's right to commence any legal action with respect to any claim for benefits under this Plan, which shall be brought not more than two years after receipt of the Committee's decision on review.

ARTICLE XIV
TRUST

14.1 Establishment. In order to provide assets from which to fulfill the obligations of the Participants and their beneficiaries under the Plan, the Company may establish a trust to which the Employer, in its discretion, may contribute. The provisions of this Plan shall govern the rights of a Participant to receive distributions hereunder. The provisions of the trust shall govern the rights of the Employer to the use or appropriation of assets contained therein.

14.2 Distributions From the Trust. The Employer's obligations under the Plan may be satisfied from the assets of any trust established hereunder and any such distribution shall reduce the Employer's obligations hereunder.

ARTICLE XV
MISCELLANEOUS

15.1 Taxes.

a. **Annual Deferrals**. For each Plan Year in which an Annual Deferral is made hereunder, the Employer shall withhold from each Participant's Base Salary, Bonus and/or Commissions, his or her share of FICA and such other employment taxes as may be required by law to be withheld or the Participant shall separately remit to the Employer the amount of any such withholding.

b. **Company Contribution Account, Company Restoration Matching Account and Supplemental Contribution Account**. When a Participant becomes vested in any portion of his or her Company Contribution Account, Company Restoration Matching Account, Supplemental Contribution Account or Incentive Account, as a condition of vesting the Employer shall withhold from any amount not deferred hereunder such FICA and other employment taxes as may be required by law to be withheld or the Participant shall separately remit to the Employer the amount of any such required withholding.

c. **Distributions**. The Employer shall withhold from any payment made to a Participant hereunder, as a condition thereof, the amount of any federal, state and local income, employment or other taxes required by law to be withheld. With respect to any distribution made in the form of Common Stock, withholding attributable thereto shall first be made from any cash simultaneously distributed to the Participant, if any. To the extent there is no cash distribution or the amount of such cash distribution is not sufficient to cover the withholding obligations on the Common Stock, the withholding obligation may be satisfied, in whole or in part, from any payment or distribution hereunder of shares of Common Stock having a Fair Market Value equal to the amount, or the remaining amount, required to be withheld. In determining the withholding amount and withholding Common Stock (i) such amount shall be determined for Federal income tax purposes at a rate not in excess of the aggregate rates

applicable to supplemental wage payments and employment taxes, to the extent withholding is required with respect thereto, (ii) such withholding shall not exceed the amount of such tax, determined at the rates provided herein, attributable to Common Stock paid or distributed hereunder, and (iii) Fair Market Value shall be determined as of the date on which such shares are otherwise subject to payment or distribution hereunder.

15.2 Status of Plan. The Plan is not intended to be qualified within the meaning of Code Section 401(a). The Plan is intended to constitute an unfunded plan maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees within the meaning of ERISA Sections 201(2), 301(a)(3) and 401(a)(1).

Participants and their Beneficiaries, heirs, successors and assigns shall have no legal or equitable rights, interests or claims in any property or assets of the Employer. For purposes of the payment of benefits under this Plan, any and all of the Employer's assets shall be, and remain, the general, unpledged unrestricted assets of the Employer. The Employer's obligation under the Plan shall be merely that of an unfunded and unsecured promise to pay money in the future.

15.3 Employer's Liability. The Employer's liability for the payment of benefits shall be defined only by the Plan. The Employer shall have no obligation to a Participant under the Plan except as expressly provided herein.

15.4 Nonassignability. Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate, alienate or convey in advance of actual receipt, the amounts, if any, payable hereunder, or any part thereof, and all rights to which are expressly declared to be, unassignable and non-transferable. No part of the amounts payable shall, prior to actual payment, be subject to seizure, attachment, garnishment or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by a Participant or any other person, be transferable by operation of law in the event of a Participant's or any other person's bankruptcy or insolvency or be transferable to a spouse as a result of a property settlement or otherwise.

15.5 Not a Contract of Employment. The terms and conditions of this Plan shall not be deemed to constitute a contract of employment between the Employer and the Participant. Such employment is hereby acknowledged to be an "at will" employment relationship that can be terminated at any time for any reason, or no reason, with or without cause, and with or without notice, unless expressly provided in a written employment agreement. Nothing in this Plan shall be deemed to give a Participant the right to be retained in the service of the Employer, either as an Associate or a Director, or to interfere with the right of the Employer to discipline or discharge the Participant at any time.

15.6 Furnishing Information. A Participant or his or her Beneficiary will cooperate with the Committee by furnishing any and all information requested by the Committee and take such other actions as may be requested in order to facilitate the administration of the Plan and the payments of benefits hereunder, including but not limited to taking such physical examinations as the Committee may deem necessary.

15.7 General Provisions.

a. **Headings**. The captions of the articles, sections and paragraphs of this Plan are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

b. **Choice of Law**. Subject to ERISA, the provisions of this Plan shall be construed and interpreted according to the internal laws of the State of Mississippi without regard to its conflicts of laws principles.

c. **Successors and Assigns**. The provisions of this Plan shall bind and inure to the benefit of the Participant's Employer and its successors and assigns and the Participant and the Participant's designated Beneficiaries.

15.8 Notice. Any notice or filing required or permitted to be given to the Committee under this Plan shall be sufficient if in writing and hand-delivered, or sent by registered or certified mail, to the address below:

Hancock Whitney Corporation
Attn: Human Resources Department
Hancock Whitney Plaza
2510 14th Street
Gulfport, Mississippi 39501

Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification. Any notice or filing required or permitted to be given to a Participant under this Plan shall be sufficient if in writing and hand-delivered, or sent by mail, to the last known address of the Participant.

15.9 Spouse's Interest. The interest in the benefits hereunder of a spouse of a Participant who has predeceased the Participant shall automatically pass to the Participant and shall not be transferable by such spouse in any manner, including but not limited to such spouse's will, nor shall such interest pass under the laws of intestate succession.

15.10 Validity. In case any provision of this Plan shall be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but this Plan shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.

15.11 Incompetent. If the Committee determines in its discretion that a benefit under this Plan is to be paid to a minor, a person declared incompetent or to a person incapable of handling the disposition of that person's property, the Committee may direct payment of such benefit to the guardian, legal representative or person having the care and custody of such minor, incompetent or incapable person. The Committee may require proof of minority, incompetence, incapacity or guardianship, as it may deem appropriate prior to distribution of the benefit. Any payment of a benefit shall be a payment for the account of the Participant and the Participant's Beneficiary, as the case may be, and shall be a complete discharge of any liability under the Plan for such payment amount.

15.12 Court Order. The Committee is authorized to comply with any court order in any action in which the Plan or the Committee has been named as a party, including any action involving a determination of the rights or interests-in-a Participant's benefits under the Plan. Notwithstanding the foregoing, the Committee shall interpret this provision in a manner that is consistent with Code Section 409A and other applicable tax law. In addition, if necessary to comply with a qualified domestic relations order, as defined in Code Section 414(p)(1)(B), pursuant to which a court has determined that a spouse or former spouse of a Participant has an interest in the Participant's benefits under the Plan, the Committee, in its sole discretion, shall have the right to immediately distribute the spouse's or former spouse's interest in the Participant's benefits under the Plan to such spouse or former spouse.

15.13 Insurance. The Employers, on their own behalf or on behalf of the trustee of the Trust, and, in their sole discretion, may apply for and procure insurance on the life of the Participant, in such amounts and in such forms as the Trust may choose. The Employers or the trustee of the Trust, as the case may be, shall be the sole owner and beneficiary of any such insurance. The Participant shall have no interest whatsoever in any such policy or policies, and at the request of the Employers shall submit to medical examinations and supply such information and execute such documents as may be required by the insurance company or companies to whom the Employers have applied for insurance.

15.14 Effect of a Change in Control. Immediately preceding the occurrence of a Change in Control and to the extent consistent with applicable law and stock exchange requirements, the Committee may:

a. Replace one or more members of the Committee; and/or

b. To the extent the Bank then serves as trustee of any Trust established hereunder, appoint a successor thereto, which shall be a financial institution, other than an Affiliate of the Company or any successor thereto, with deposits of not less than $1 billion.

ARTICLE XVI
PRIOR PLAN; TRANSITION RULES

16.1 Predecessor Plan. Notwithstanding any provision of the Plan to the contrary, with respect to any Participant credited with a Transfer Amount hereunder who was not actively employed by the Employer or serving as a member of the Board of Directors of the Company or its Affiliates as of February 1, 2006, such Participant's election as to the time and form of payment under the Predecessor Plan effective as of his or her termination of employment or service shall be irrevocable and shall govern the distribution of such amount hereunder. As to any such Participant who is in pay status thereunder as of such date, the distribution election of such Participant last effective under the Predecessor Plan shall continue to govern the time and method of distribution of such Participant's Transfer Amount hereunder, and such distribution shall continue without interruption.

16.2 Transition Matters. Notwithstanding any provision of the Plan to the contrary, a Participant as of January 1, 2005, who does not experience a Separation From Service before December 31, 2008 (a "Transition Participant"), shall be entitled to:

a. Designate a Benefit Distribution Date, which may be a Scheduled Distribution or may be on a specified date on or after his or her Retirement or a specified period after his or her Retirement, provided that such period is not more than five years after his or her Retirement; and

b. Designate either (i) a new form of payment, or (ii) an increase or decrease in the number of annual installment payments previously in effect.

Any such designation shall be made, on forms provided by the Committee and, notwithstanding any provision of the Plan to the contrary, shall be given effect provided it is received and accepted by the Committee or its designee not later than December 31, 2008, or such earlier date as may be required by the Committee. If a Transition Participant fails to timely submit an election hereunder, the time and form of payment previously in effect shall remain applicable.

The Hancock Whitney Corporation Nonqualified Deferred Compensation Plan, as previously approved by the Compensation Committee on behalf of the Board of Directors of the Company, is hereby restated, effective the 25th day of May, 2018, to reflect the new name of the Company and incorporate herein previously approved amendments.

HANCOCK WHITNEY CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

APPENDIX A
AFFILIATES

Members of the boards of directors of the following Affiliates and Associates of such Affiliates who are designated by the Committee shall be entitled to participate in the Plan:

Hancock Whitney Bank
Hancock Whitney Investment Services, Inc. and its subsidiaries
Hancock Insurance Agency and its subsidiaries
Lighthouse Services Corp.
Hancock Whitney Equipment Finance, LLC

APPENDIX B
SUPPLEMENTAL CONTRIBUTIONS

HOW IS THE AMOUNT OF EACH SUPPLEMENTAL CONTRIBUTION DETERMINED?

In accordance with the terms of the Plan, Participants may receive monthly or annual Supplemental Contributions, subject to annual approval by the Compensation Committee. Supplemental Contributions under the Plan are based on the annual amount needed to accumulate a balance sufficient to produce a target retirement benefit (the "annual target benefit" described below) beginning at age 65 retirement and continuing through the first fifteen post-employment years.

The Supplemental Contribution feature (referred to as the "SERP") provides Participants with post-employment benefits designed to complement and coordinate with the tax-qualified Hancock Whitney Corporation Pension Plan and the Hancock Whitney Corporation 401(k) Savings Plan. The Supplemental Contributions, when combined with these other retirement income sources, are designed to target a percentage of final compensation each year following retirement.

WHAT IS THE ANNUAL TARGET BENEFIT?

The annual target benefit for each Participant is 55% of "final average compensation" at age 65 Retirement. The target benefit is achieved through contributions from various tax-qualified and nonqualified plan sources that would be paid upon Retirement at normal retirement age (age 65). As shown below, these benefit sources combine to provide the annual target benefit paid through the first fifteen post-employment years, as follows:

Annual Additions to The Supplemental Contribution Account Under this Plan	*Contributions and investment earnings deemed credited each year to the Supplemental Contribution Account in the plan.*
+	
Annual Qualified Pension Plan Benefits	**PLUS** *The projected annual benefit from the tax-qualified Hancock Whitney Corporation Pension Plan.*
+	
Annual Value of other Non-Qualified Company-Funded Benefits	**PLUS** *The projected value of the company-funded nonqualified benefits, if paid out over a fifteen year or lifetime period, depending on plan design.*
+	
Estimated Value of the Company Match to the 401(k) Plan	**PLUS** *The projected value of the company match made to the Hancock Whitney Corporation 401(k) Savings Plan, if paid out over a fifteen year period.*

WHAT IS "FINAL AVERAGE COMPENSATION"?

For purposes of the annual target benefit, the "final average compensation" is the estimated average of the total pay for the three final consecutive years of employment with the Company preceding age 65 retirement, *assuming* an increase in compensation of 5% per year.

DOES THE COMPANY PROMISE TO PAY THE ANNUAL TARGET BENEFIT?

No. The SERP only ***targets*** the benefit levels described above using a combination of the (1) estimates of the qualified pension plan benefits of the Company, (2) estimates of other nonqualified company-funded benefits if paid over a 15 year period for defined contribution plan designs or lifetime period for defined benefit plan designs, (3) estimates of the value of the Company match to the 401(k) plan if paid out over the first 15 years of retirement, and (4) the contributions to the Supplemental Contribution Account. The ***actual*** benefits payable from the Supplemental Contribution Account are determined by the balance in that account – that is, the combination of Supplemental Contributions and investment earnings that are deemed to be credited to the Supplemental Contribution Account.

Example. If a participant retires from the Company at age 65 and his/her final average compensation is $250,000, the plan is designed to target an annual benefit of $137,500 (55% of the final average compensation) through a combination of the qualified pension plan, 401(k) match if paid over 15 years, and the Supplemental Contribution Account under the Plan. If the qualified pension plan and the annual value of the 401(k) match combine to pay the participant $90,000 per year, then the Supplemental Contribution Account will have a target payment of $47,500 per year. Upon becoming eligible for Supplemental Contributions, contributions will be credited to a Participant's Supplemental Contribution Account during a time period equal to the greater of (1) the number of years between entry into the SERP and age 60 or (2) 10 years. Using the above example, the contributions over this time period will support a $47,500 annual payment to the participant for 15 years following retirement at age 65.

The participant must have a minimum of ten years of service with eligibility for Supplemental Contributions to receive 100% of the targeted retirement benefit.

If actual compensation increases after age 60 are greater than 5% in any given year, the participant may receive additional Supplemental Contributions.

HOW DOES THE COMPANY CALCULATE THE SUPPLEMENTAL CONTRIBUTIONS CREDITED TO THE ACCOUNT?

The Supplemental Contributions will vary by Participant. The factors that are taken into account in establishing the level of contribution include:

- The current total compensation, and a reasonable estimate of what the final pay will be at age 65 retirement, assuming annual salary increases (assumption is 5% increase/year),

- The number of years of service in which the Participant is eligible for Supplemental Contributions, which will be the greater of (1) the number of years between entry into the SERP and age 60 or (2) 10 years, and
- A reasonable estimate of the growth in the value of Supplemental Contribution Account investments (estimate is 8% growth/year) over the years prior to retirement.

Since the annual target benefit is subject to change as the Participant's compensation changes, *future S*upplemental Contributions to the Plan may be modified to track such changes to ensure that the overall benefit result predicted remains on target.

WHEN WILL SUPPLEMENTAL CONTRIBUTIONS BE CREDITED TO THE ACCOUNT?

The contribution attributable to a Plan Year will be credited to the Supplemental Contribution Account on a date or dates to be determined annually by the Compensation Committee of the Board. The Compensation Committee will make an annual determination as to whether a Supplemental Contribution is to be made in any given year. The Supplemental Contribution Account feature of the Plan offers no guarantee that a contribution will be made in any year.

WHEN WILL VESTING OCCUR IN THE SUPPLEMENTAL CONTRIBUTIONS?

The Participant will vest in the Supplemental Contribution Account on a 10-year graded vesting schedule beginning at age 51 and ending at age 60. The Participant will be 100% vested at age 60.

Age	Vested Percentage
51	10%
52	20%
53	30%
54	40%
55	50%
56	60%
57	70%
58	80%
59	90%
60	100%

HOW ARE EARNINGS ON THE ACCOUNT DETERMINED?

The Measurement Fund options are the same as those selected for the voluntary deferrals under the terms of the Plan. The Participant can allocate and/or reallocate the plan account balance among the available Measurement Funds on a daily basis, subject to certain limitations. The account balance will be adjusted on a daily basis based on the performance of each Measurement Fund that is selected.

HOW AND WHEN WILL DISTRIBUTIONS BE MADE?

Payments from the Plan will be made following retirement, termination of employment, Disability or death during employment. Upon one of these distribution events, the vested portion of the Supplemental Contribution Account will be distributed per the terms of the plan document (e.g., in accordance with the retirement distribution election in the event of retirement). The Supplemental Contribution Account is not eligible for pre- retirement Scheduled Distributions.

AMENDMENT TO THE HANCOCK WHITNEY CORPORATION
NONQUALIFIED DEFERRED COMPENSATION PLAN

Amendment No. 1

WHEREAS, Hancock Whitney Corporation (the "Company") adopted the Hancock Whitney Corporation Nonqualified Deferred Compensation Plan (previously known as the Hancock Holding Company Nonqualified Deferred Compensation Plan) (the "Plan") effective February 1, 2006; and

WHEREAS, the Board of Directors of the Company has the authority to amend the Plan pursuant to Section 11.2 and the Plan has been amended from time to time, and was last amended and restated in its entirety effective May 25, 2018; and

WHEREAS, to the extent the Plan allows allocations to the Common Stock Measurement Fund, it is intended as an arrangement that merely provides a convenient way for Associates and/or Directors to elect to purchase Company Stock on the open market or from the Company at fair market value and all amendments herein are to be construed and interpreted in accordance with such intent.

NOW, THEREFORE, the Plan is amended as follows:

I.

Section 1.1 of the Plan is hereby amended by the deletion of that Section in its entirety and the substitution of the following:

1.1 **"Account Balance" or "Account"** shall mean, with respect to a Participant, an entry on the books and records of the Employer equal to the sum of his or her (a) Deferral Account, (b) Company Contribution Account, (c) Company Restoration Matching Account, (d) Supplemental Contribution Account, (e) Incentive Account, (f) Cash Incentive Account and (g) Transfer Amount, if any. An Account Balance hereunder shall be a bookkeeping entry only and shall be utilized solely as a device for the measurement and determination of the amounts to be paid to a Participant, or to his or her designated Beneficiary, hereunder. For Plan Years beginning January 1, 2015, and thereafter, each Participant's Account Balance or Account shall be maintained on a Plan Year by Plan Year basis.

II.

Section 1.35 of the Plan is hereby amended by the deletion of that Section in its entirety and the substitution of the following:

1.35 **"Incentive Account"** shall mean the account credited with (1) the number of Incentive Units equal to the number of shares of restricted stock or performance stock awarded to a Participant under an Incentive Plan and deferred by such Participant hereunder and (2) the Dividend Equivalent Units on such Incentive Units as determined under Section 4.3.

III.

Article III of the Plan is hereby amended by the addition of the definition of "Cash Incentive Account" as follows:

"Cash Incentive Account" shall mean the account credited with the (a) cash value of the Incentive Units, if any, which a Participant elects to convert to cash pursuant to the provisions of Section 4.3.c., hereof, determined as of the date of such conversion, and (b) the deemed earnings thereon.

IV.

Section 4.2 of the Plan is hereby amended by the revision of the last sentence of Paragraph (b) thereof to read as follows:

Base Salary shall not be eligible for such investment except as provided in Section 4.2(e) below.

V.

Section 4.2 of the Plan is hereby amended by the deletion of paragraph (c) thereof in its entirety and the substitution of the following:

(c) Except as provided in 4.2(f) below, amounts allocated to the Common Stock Measurement Fund shall not be reallocated to any other Measurement Fund and shall be distributable only in the form of Common Stock.

VI.

Section 4.2 of the Plan is hereby further amended by the addition of the following as paragraphs (e), (f) and (g):

(e) The Committee may, in its discretion and from time to time (but not to exceed once during any Plan Year), allow one or more Participants designated by the Committee to make an election to reallocate amounts in the Participant's

Deferral Account not previously allocated to the Common Stock Measurement Fund from other Measurement Funds to the Common Stock Measurement Fund. In no event may any portion of the amounts in a Participant's Company Contribution Account, Company Restoration Matching Account, Supplemental Account, Cash Incentive Account or Transfer Account be eligible for such an election. Such reallocation election shall be made only during the limited period of time designated by the Committee (the "Investment Reallocation Period") and in accordance with rules and procedures (including the amounts and/or percentage) established by the Committee. Amounts so reallocated to the Common Stock Measurement Fund shall be subject to all provisions of this Section 4.2 otherwise applicable to amounts allocated to the Common Stock Measurement Fund.

(f) The Committee may also, in its discretion, during the Investment Reallocation Period designated under Paragraph (e) above, allow one or more Participants designated by the Committee to make an election to reallocate amounts in the Participant's Deferral Account from the Common Stock Measurement Fund to other Measurement Funds under the Plan. Such reallocation election shall be made in such amounts or percentages and in accordance with the rules and procedures established by the Committee.

(g) The reallocations of amounts into and/or out of the Common Stock Measurement Fund pursuant to Participants' elections under Paragraphs (e) and/or (f) above shall be made at the close of the Investment Reallocation Period on the date specified by the Committee (the "Trade Date") and disclosed to the Participants prior to the beginning of the Investment Reallocation Period.

VII.

Section 4.3 of the Plan is hereby amended by the addition of a new Paragraph (c) to read as follows:

(c) Notwithstanding Paragraph (a) of this Section 4.3, and subject to the limitations set forth herein, one or more Participants as designated by the Committee may elect to convert all or any portion of the Incentive Units held under this Plan pursuant to an Incentive Award to cash at the then fair market value of the Common Stock on the date of such conversion. If permitted by the Committee, the election under this Paragraph (c) shall be made during an Investment Reallocation Period (as determined under Section 4.2(e) above) and may only apply to Incentive Units that are (1) fully vested in accordance with the terms of the underlying Incentive Award, and (2) if applicable, no longer subject to any post vest holding period. Such conversion shall be made on the applicable Trade Date, as established pursuant to Section 4.2(g) above, and as part of the election hereunder, the Participant shall indicate the Measurement Fund (other than the Common Stock Measurement Fund) to which the cash from such converted Incentive Units shall be credited. Amounts credited to another Measurement Fund in connection with such a conversion of an Incentive Unit may not subsequently be reallocated to the Common Stock Measurement Fund. An election to convert Incentive Units pursuant to this Paragraph 4.3(c) shall constitute an amendment to the Incentive Award under which the Participant was granted such Incentive Units.

VIII.

Paragraph a. of Section 5.2 of the Plan is hereby amended by the deletion of the last sentence of the paragraph immediately following subparagraph ii. thereof and the substitution of the following:

In no event may a Participant elect to receive a Scheduled Distribution with respect to an Incentive Award deferred under this Plan, including such portion thereof, if any, that the Participant has elected to convert to cash in accordance with the provisions of Section 4.3c. hereof.

IX.

Section 9.1 of the Plan is hereby amended by the deletion of that Section and the substitution of the following:

Death Benefit. Upon the death of a Participant at any time prior to the commencement or payment of benefits hereunder (other than a Scheduled Distribution), his or her Beneficiary(ies) shall receive an amount equal to the Participant's remaining vested Account Balance. Such amount shall be paid in a lump sum on the Participant's Benefit Distribution Date. In the event of the death of a Participant while receiving payment of benefits under the Annual Installment Method but prior to receipt of all installments under such method, his or her Beneficiary(ies) shall receive an amount equal to the Participant's remaining Account Balance in a single lump-sum payment within ninety (90) days of the Participant's date of death.

X.

Section 11.2 of the Plan is hereby amended by the deletion of that portion of the first paragraph which precedes subparagraph a. and the substitution of the following:

Amendment. The Board of Directors, or its delegate or designee, may, at any time, amend or modify the Plan in whole or in part. Notwithstanding the foregoing:

XI.

Section 12.7 of the Plan is hereby amended by the deletion of that Section in its entirety and the substitution of the following:

Small Benefits. If the value of a Participant's Account is not more than the applicable limit under Code Section 402(g), determined in the aggregate for amounts attributable to all Plan Years as of the date of his or her Benefit Distribution Date, then notwithstanding any provision of this Plan to the contrary, the Committee shall distribute such amount to the Participant, or his or her Beneficiary, in the form of a single-sum payment within ninety (90) days of such date, which distribution shall be in lieu of any benefit otherwise provided hereunder.

XII.

Subsection c. of Section 15.1 of the Plan is hereby amended by the addition of the following at the end thereof:

Notwithstanding the preceding, in lieu of having such taxes withheld from the Common Stock, a Participant may instruct the Employer to satisfy the withholding obligation, in whole or in part, from other amounts due to the Participant from the Employer, if any, or, alternatively, may remit to the Employer the amount of any such required withholdings. If no such instructions are received by or amounts remitted to the Employer by the date established by the Employer, the taxes shall be withheld from the Common Stock as provided herein.

XIII.

Capitalized terms used in this Amendment shall have the same meaning as when used in the Plan unless otherwise specifically provided herein.

XIV.

Except as otherwise specifically provided herein, this Amendment shall be effective as of the date of execution by the Company noted below.

XV.

Except as hereby amended, the Hancock Whitney Corporation Nonqualified Deferred Compensation Plan shall remain unchanged.

[Signature Page Follows]

IN WITNESS WHEREOF, this amendment is executed this ___ day of December, 2018.

HANCOCK WHITNEY CORPORATION

By: _____
Name: _____
Title: _____

AMENDMENT TO THE HANCOCK WHITNEY CORPORATION
NONQUALIFIED DEFERRED COMPENSATION PLAN

Amendment No. 2

WHEREAS, Hancock Whitney Corporation (the "Company") adopted the Hancock Whitney Corporation Nonqualified Deferred Compensation Plan (the "Plan") effective February 1, 2006; and

WHEREAS, the Board of Directors of the Company has the authority to amend the Plan pursuant to Section 11.2 and the Plan has been amended from time to time, and was last amended and restated in its entirety effective May 25, 2018; and

WHEREAS, Department of Labor Regulations updating the requirements for processing claims for benefits based on Participant Disability became effective with respect to the Plan for claims made on or after April 1, 2018 and the Board of Directors desires to amend the Plan to incorporate such updated procedures.

NOW, THEREFORE, the Plan is amended as follows:

I.

Article XIII of the Plan is hereby amended by the deletion of that Article in its entirety and the substitution of the following:

ARTICLE XIII
CLAIMS PROCEDURES

13.1 Presentation of Claim. Any Participant, Beneficiary of a deceased Participant, or a duly authorized representative thereof (referred to herein as a "Claimant") may deliver to the Committee a written claim for a determination with respect to the amounts distributable to such Claimant from the Plan. If such a claim relates to the contents of a notice received by the Claimant, the claim must be made within 60 days after such notice was received by the Claimant. All other claims must be made within 180 days of the date on which the event that caused the claim to arise occurred. The claim must state with particularity the determination desired by the Claimant.

13.2 Notification of Adverse Benefit Determination. If a claim for benefits (other than benefits on account of a Participant's Disability) is wholly or partially denied, the Committee shall provide written or electronic notice of the adverse determination to the Claimant within a reasonable period of time, but not later than ninety (90) days after receipt of the claim. An extension of time for processing the claim for benefits is allowable if the Committee determines special circumstances require an extension, but such an extension shall not extend beyond ninety (90) days from end of the initial period. The Committee shall give the Claimant notice to this effect prior to the expiration of the initial ninety (90) day period and such notice shall include an explanation of the special circumstances requiring the extension and the date by which the Committee expects to render the benefit determination.

In the event a claim for benefits is submitted due to a Participant's Disability, the time limits set forth in this paragraph for providing notice of an adverse determination shall apply in lieu of the limits set forth in the preceding paragraph. The Committee shall notify the Claimant of the adverse benefit determination with regard to a claim due to Disability no later than forty-five (45) days after receipt of the claim. This period may be extended by the Committee for up to thirty (30) days if the Committee determines that such an extension is necessary due to matters beyond the control of the Plan. The Claimant must be notified prior to the expiration of the initial forty-five (45) day period of the circumstances requiring the extension of time and a date by which the Committee expects to render a decision. If, prior to the end of the first thirty (30) day extension period, the Committee determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional thirty (30) days. The Claimant must first be notified, prior to the expiration of the first thirty (30) day extension period, of the circumstances requiring the extension and the date as of which the Committee expects to render a decision. The notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. The Claimant shall be afforded at least forty-five (45) days within which to provide the specified information.

The Committee's written or electronic notification of an adverse benefit determination shall be provided to the Claimant in a manner calculated to be understood by the Claimant and shall set forth the following information:

(a) The specific reason or reasons for the adverse determination.

(b) Specific references to pertinent Plan provisions on which the adverse determination is based.

(c) A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary.

(d) An explanation of the claim review procedure set forth in Section 13.3 below.

(e) A statement of the Claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

In the event of a claim based on a Participant's Disability, the notification of adverse benefit determination shall be provided in a culturally and linguistically appropriate manner and, in addition to the information listed in the paragraph above, shall also contain:

(a) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:

- the views presented by the Claimant to the Plan of health care professionals treating the Claimant and vocational professionals who evaluated the Claimant;
- the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
- a disability determination made by the Social Security Administration regarding the Claimant and presented by the Claimant to the Plan.

(b) If the adverse benefit determination is based on medical necessity or experimental and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances will be provided. If this is not practical, a statement will be included that such explanation will be provided free of charge, upon request.

(c) Either the specific internal rules, guidelines, protocols, or other similar criteria relied upon to make a determination, or a statement that such rules, guidelines, protocols, or criteria do not exist.

(d) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

If notice of the adverse benefit determination is not furnished in accordance with the provisions of this Section, the claim shall be deemed denied and the Claimant shall be permitted to exercise his right to review as set forth in Section 13.3 below.

13.3 Review of a Denied Claim. On or before sixty (60) days (180 day if the claim for benefits is due to a Participant's Disability) after receiving a notice from the Committee that a claim has been denied, in whole or in part, a Claimant may file with the Committee a written request for a review of the denial of the claim. Upon such timely-submitted request, the Claimant shall be provided a full and fair review of his claim and the adverse benefit determination. The Claimant:

(a) Shall, upon request and free of charge, be provided reasonable access to, and copies of, all documents, records and other information relevant (as defined in applicable ERISA regulations) to the claim for benefits; and/or

(b) May submit any written comments, records and other information related to the claims the Claimant feels are appropriate.

13.4 Special Provisions for Claims Due to Disability. In addition to the above, in the event of a claim due to a Participant's Disability, the following shall apply with regard to the review of an adverse benefit determination:

Such review will not afford deference to the initial adverse benefit determination and will be conducted by a reviewer or committee appointed by the Company, which is an appropriate named fiduciary of the Plan and which shall neither be the individual who made the adverse benefit determination that is the subject of the appeal nor the subordinate of such individual (in the event an individual making the initial adverse benefit determination is a member of the review committee, he shall not participate in the committee's review of the appeal).

In the case of an appeal of an adverse benefit determination that is based in whole or in part on a medical judgment, the reviewer or committee shall consult with a healthcare professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The healthcare professional engaged for this purpose shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

Each Claimant will be provided with the identity of the medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

If the Plan considers, relies upon or creates any new or additional evidence during the review of the adverse benefit determination, the Plan will provide such new or additional evidence to the Claimant, free of charge, as soon as possible and sufficiently in advance of the time within which a determination on review is required to allow the Claimant time to respond.

Before the Plan issues an adverse benefit determination on review that is based on a new or additional rationale, the Claimant must be provided a copy of the rationale at no cost to the Claimant. The rationale must be provided as soon as possible and sufficiently in advance of the time within which a final determination on appeal is required to allow the Claimant time to respond.

13.5 Decision on Review. The Committee shall render its decision on review promptly, and no later than 60 days (forty-five (45) days if the claim is due to a Participant's Disability) after the Committee receives the Claimant's written request for a review of an adverse benefit determination. If the Committee determines that special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial 60-day period (forty-five (45) days if the claim is due to a Participant's Disability). In no event shall such extension exceed a period of 60 days (forty-five (45) days if the claim is due to a Participant's Disability) from the end of the initial period. The extension notice shall indicate the special

circumstances requiring an extension of time and the date by which the Committee expects to render the benefit determination. In rendering its decision, the Committee shall take into account all comments, documents, records and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Committee shall provide the Claimant with written or electronic notification of the benefit determination upon review. In the event of an adverse benefit determination on review, the notification shall set forth in a manner calculated to be understood by the Claimant the following:

(a) The specific reason or reasons for the adverse determination.

(b) Specific references to the pertinent Plan provisions on which the adverse determination is based.

(c) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of, all documents, records and other information relevant to the Claimant's claim for benefits.

(d) A statement of the Claimant's right to bring an action under Section 502(a) of ERISA.

In the event of a claim based on a Participant's Disability, the notification of adverse benefit determination shall be provided in a culturally and linguistically appropriate manner and, in addition to the information listed in the paragraph above, shall also contain:

(a) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:

- the views presented by the Claimant to the Plan of health care professionals treating the Claimant and vocational professionals who evaluated the Claimant;
- the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
- a disability determination made by the Social Security Administration regarding the Claimant and presented by the Claimant to the Plan.

(b) If the adverse benefit determination is based on medical necessity or experimental and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances will be provided. If this is not practical, a statement will be included that such explanation will be provided free of charge, upon request.

(c) Either the specific internal rules, guidelines, protocols, or other similar criteria relied upon to make a determination, or a statement that such rules, guidelines, protocols, or criteria do not exist.

If notice of the decision on review is not furnished in accordance with this Section, the claim shall be deemed denied.

13.6 Legal Action. A Claimant's compliance with the foregoing provisions of this Article XIII is a mandatory prerequisite to a Claimant's right to commence any legal action with respect to any claim for benefits under this Plan, which shall be through not more than two years after receipt of the Committee's decision on review.

II.

Capitalized terms used in this Amendment shall have the same meaning as when used in the Plan unless otherwise specifically provided herein.

III.

This Amendment shall be effective as of April 1, 2018.

IV.

This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

V.

Except as hereby amended, the Hancock Whitney Corporation Nonqualified Deferred Compensation Plan shall remain unchanged.

IN WITNESS WHEREOF, this Amendment is executed this ___ day of December, 2018.

HANCOCK WHITNEY CORPORATION

By: _____
Name: _____
Title: _____

AMENDMENT TO THE HANCOCK WHITNEY CORPORATION
NONQUALIFIED DEFERRED COMPENSATION PLAN

Amendment No. 3

WHEREAS, Hancock Whitney Corporation (the "Company") adopted the Hancock Whitney Corporation Nonqualified Deferred Compensation Plan (previously known as the Hancock Holding Company Nonqualified Deferred Compensation Plan) (the "Plan") effective February 1, 2006; and

WHEREAS, the Board of Directors of the Company has the authority to amend the Plan pursuant to Section 11.2 and the Plan has been amended from time to time, and was last amended and restated in its entirety effective May 25, 2018; and

WHEREAS, the Plan was amended the ___ day of December, 2018 (the "Prior Amendment"), to allow, in the discretion of the Committee and during an established window period, limited reallocations of Participants' Deferral Accounts into and out of the Common Stock Measurement Fund; and

WHEREAS, the Company desires to further amend the Plan to include, in the Committee's discretion, the Transfer Amount only of Participants who are Directors, which Transfer Amount consists solely of deferrals of cash director fees under the Predecessor Plan, in the amounts eligible for such reallocation; and

WHEREAS, to the extent the Plan allows allocations to the Common Stock Measurement Fund, it is intended as an arrangement that merely provides a convenient way for Associates and/or Directors to elect to purchase Company Stock on the open market or from the Company at fair market value and all amendments herein and/or under the Prior Amendment are to be construed and interpreted in accordance with such intent.

NOW, THEREFORE, the Plan is amended as follows:

I.

Section 4.2 of the Plan is hereby amended by the addition of the following at the end of paragraph (a) thereof to read as follows:

No other portion of the Transfer Amount shall be allocated to the Common Stock Measurement Fund except as provided in Section 4.2(e) below.

II.

Section 4.2 of the Plan is hereby further amended by the deletion of paragraphs (e) and (f) thereof as added pursuant to Amendment No. 1, dated the ___ day of December, 2018, in their entirety and the substitution of the following:

(e) The Committee may, in its discretion and from time to time (but not to exceed once during any Plan Year), allow one or more Participants designated by

the Committee to make an election to reallocate amounts in the Participant's Deferral Account not previously allocated to the Common Stock Measurement Fund from other Measurement Funds to the Common Stock Measurement Fund. In addition, with respect to such a designated Participant who is a Director, such election may also be applicable, in the Committee's discretion, to such Participant's Transfer Amount, if any. In no event may any portion of the amounts in a Participant's Company Contribution Account, Company Restoration Matching Account, Supplemental Account, or Cash Incentive Account or the Transfer Amount of any Participant other than a Director be eligible for such an election. Such reallocation election shall be made only during the limited period of time designated by the Committee (the "Investment Reallocation Period") and in accordance with rules and procedures (including the amounts and/or percentages) established by the Committee. Amounts so reallocated to the Common Stock Measurement Fund shall be subject to all provisions of this Section 4.2 otherwise applicable to amounts allocated to the Common Stock Measurement Fund.

(f) The Committee may also, in its discretion, during the Investment Reallocation Period designated under paragraph (e) above, allow one or more Participants designated by the Committee to make an election to reallocate amounts in the Participant's Deferral Account and/or, with respect to a Participant who is a Director, the Participant's Transfer Amount, if any, from the Common Stock Measurement Fund to other Measurement Funds under the Plan. Such reallocation election shall be made in such amounts or percentages and in accordance with the rules and procedures established by the Committee.

III.

Capitalized terms used in this Amendment shall have the same meaning as when used in the Plan unless otherwise specifically provided herein.

IV.

Except as otherwise specifically provided herein, this Amendment shall be effective as of the date of execution by the Company noted below.

V.

Except as hereby amended, the Hancock Whitney Corporation Nonqualified Deferred Compensation Plan, as previously amended, shall remain unchanged.

[Signature Page Follows]

IN WITNESS WHEREOF, this amendment is executed this ___ day of _____, 2019.

HANCOCK WHITNEY CORPORATION

By: _____
Name: _____
Title: _____

AMENDMENT TO THE HANCOCK WHITNEY CORPORATION
NONQUALIFIED DEFERRED COMPENSATION PLAN

Amendment No. 4

WHEREAS, Hancock Whitney Corporation (the "Company") adopted the Hancock Whitney Corporation Nonqualified Deferred Compensation Plan (previously known as the Hancock Holding Company Nonqualified Deferred Compensation Plan) (the "Plan") effective February 1, 2006; and

WHEREAS, the Board of Directors of the Company has the authority to amend the Plan pursuant to Section 11.2 and the Plan has been amended from time to time, and was last amended and restated in its entirety effective May 25, 2018; and

WHEREAS, the Board of Directors desires to amend the Plan to limit the maximum amount of certain deferrals under the Plan.

NOW, THEREFORE, the Plan is amended effective the 28th day of August, 2019 (the "Effective Date"), as follows:

I.

Section 3.1 of the Plan is hereby amended by the deletion of the chart in that Section and the substitution of the following:

Type of Deferral	Minimum Amount	Maximum Amount
Base Salary		80%
Bonus	$3,000 in the aggregate	80%
Commissions		80%
Cash Director Fees	$0	100%

II.

Capitalized terms used in this Amendment shall have the same meaning as when used in the Plan unless otherwise specifically provided herein.

III.

Except as hereby amended, the Hancock Whitney Corporation Nonqualified Deferred Compensation Plan shall remain unchanged.

[Signature Page Follows]

IN WITNESS WHEREOF, this amendment is executed as of the Effective Date noted above.

HANCOCK WHITNEY CORPORATION

By: _____
Name: _____
Title: _____

AMENDMENT TO THE HANCOCK WHITNEY CORPORATION
NONQUALIFIED DEFERRED COMPENSATION PLAN

Amendment No. 5

WHEREAS, Hancock Whitney Corporation (the "Company") adopted the Hancock Whitney Corporation Nonqualified Deferred Compensation Plan (previously known as the Hancock Holding Company Nonqualified Deferred Compensation Plan) (the "Plan") effective February 1, 2006; and

WHEREAS, the Board of Directors of the Company has the authority to amend the Plan pursuant to Section 11.2 and the Plan has been amended from time to time, and was last amended and restated in its entirety effective May 25, 2018; and

WHEREAS, the Company desires to further amend the Plan to exclude short-term disability payments from Base Salary taken into consideration for purposes of deferral under the Plan.

NOW, THEREFORE, the Plan is amended as follows:

I.

Section 1.7 of the Plan is hereby amended by the deletion of the first sentence thereof and the substitution of the following:

"Base Salary" shall mean annual cash compensation paid for services rendered by an Associate for the Employer during any calendar year, excluding distributions from qualified and nonqualified deferred compensation plans, bonuses, commissions, overtime, fringe benefits, stock options, relocation expenses, incentive compensation payments, severance payments, short-term disability payments under the Company's short-term disability plan (including any tax gross-up payments made in connection with such payments), income replacement on account of long-term disability, non-monetary awards, director fees and other fees, and automobile and other allowances, for employment services rendered (whether or not such allowances are included in the Associate's gross income).

II.

Capitalized terms used in this Amendment shall have the same meaning as when used in the Plan unless otherwise specifically provided herein.

III.

This Amendment shall be effective as of the 1st day of January, 2020.

IV.

Except as hereby amended, the Hancock Whitney Corporation Nonqualified Deferred Compensation Plan, as previously amended, shall remain unchanged.

IN WITNESS WHEREOF, this amendment is executed this ___ day of February, 2020.

HANCOCK WHITNEY CORPORATION

By: _____
Name: _____
Title: _____