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BANCORPSOUTH INC
Form S-3/A
December 05, 2001

As filed with the Securities and Exchange Commission on December 5, 2001

Registration No. 333-72712

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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

AMENDMENT NO. 2 TO FORM S-3
REGISTRATION STATEMENT UNDER THE
SECURITIES ACT OF 1933

BANCORPSOUTH, INC.
(Exact Name of Registrant as Specified in Its Charter)
MISSISSIPPI
(State or Other Jurisdiction of
Incorporation or Organization)
64-0659571
(IRS Employer Identification No.)
ONE MISSISSIPPI PLAZA
TUPELO, MISSISSIPPI 38801
(662) 680-2000
(Address, Including Zip Code, and Telephone Number, Including
Area Code, of Registrant's Principal Executive Offices)

BANCORPSOUTH
BANCORPSOUTH
BANCORPSOUTH
BANCORPSOUTH
DE
(State or Oth
Incorporation
APP
(IRS Employer I
ONE MISS
TUPELO, MI
(662)
(Address, Including Zip Code
Area Code, of Registrant'

AUBREY B. PATTERSON
BANCORPSOUTH, INC.
ONE MISSISSIPPI PLAZA
TUPELO, MISSISSIPPI 38801
(662) 680-2000
(Name, Address, Including Zip Code, and Telephone Number,
Including Area Code, of Agent For Service)

With
RALPH W
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2100 NASHV
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Approximate date of commencement of proposed sale to the public: From
time to time after the effective date of this Registration Statement.

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If the only securities being registered on this form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. []

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. [X]

If this form is used to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [] _____

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [] _____

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. []

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED (1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE PER UNIT (1) (2)	OFFERING PRICE PER UNIT (2)
Debt Securities of BancorpSouth, Inc. (3)...	--	--	
Common Stock of BancorpSouth, Inc., par value \$2.50 per share (4).....	--	--	
Trust Preferred Securities of BancorpSouth Capital Trust I, BancorpSouth Capital Trust II, BancorpSouth Capital Trust III and BancorpSouth Capital Trust IV.....	--	--	
BancorpSouth, Inc. Guarantees with respect to Trust Preferred Securities (5).....	--	--	
Total	\$500,000,000	100%	

(1) Pursuant to General Instruction II (D) of Form S-3, such indeterminate number or principal amount of Debt Securities (including Debt Securities and Junior Subordinated Debt Securities) and Common Stock of BancorpSouth, Inc. (the "Company") and Trust Preferred Securities (the "Trust Preferred Securities") of BancorpSouth Capital Trust I, BancorpSouth Capital Trust II, BancorpSouth Capital Trust III and BancorpSouth Capital Trust IV (collectively, the "BXS Trusts") not to exceed \$500,000,000 maximum aggregate offering price exclusive of accrued interest and dividends, if any (collectively, the "Offered Securities").

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- (2) The proposed maximum offering price per unit will be determined from time to time in connection with the issuance of the Offered Securities registered hereunder. The maximum aggregate offering price will be such amount in U.S. dollars as shall result in a maximum aggregate offering price for all securities of \$500,000,000. Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended, and exclusive of accrued interest and dividends, if any.
- (3) Junior Subordinated Debt Securities may be purchased by any of the BXS Trusts with the proceeds of the sale of the Trust Preferred Securities of that BXS Trust, together with the proceeds received from the Company for the common securities to be issued by that BXS Trust to the Company. No additional consideration will be received by the Company for such Junior Subordinated Debt Securities. Such Junior Subordinated Debt Securities may later be distributed for no additional consideration to the holders of Trust Preferred Securities of the applicable BXS Trust upon certain events described in the applicable Trust Agreement of such BXS Trust.
- (4) Includes Common Stock Purchase Rights. Prior to the occurrence of certain events, such Rights will not be exercisable or evidenced separately from the Common Stock.
- (5) The Company is also registering pursuant to this Registration Statement the Company's Guarantees and other obligations that it may have with respect to Trust Preferred Securities issued by any of the BXS Trusts. Pursuant to Rule 457(n) under the Securities Act of 1933, as amended, no separate consideration will be received for any such Guarantee or any other such obligations.

THE REGISTRANTS HEREBY AMEND THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANTS SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

SUBJECT TO COMPLETION, DATED _____, 2001

PROSPECTUS

\$500,000,000

BANCORPSOUTH, INC.
Debt Securities
Junior Subordinated Debt Securities
Common Stock

BANCORPSOUTH CAPITAL TRUST I
BANCORPSOUTH CAPITAL TRUST II
BANCORPSOUTH CAPITAL TRUST III
BANCORPSOUTH CAPITAL TRUST IV
Trust Preferred Securities

(fully and unconditionally guaranteed on a subordinated basis, as described herein, by BancorpSouth, Inc.)

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BancorpSouth, Inc. and the BXS Trusts may offer and sell from time to time, in one or more series, up to \$500,000,000 of the securities listed above in connection with this prospectus.

Each of the BXS Trusts is a Delaware business trust which may sell trust preferred securities in one or more offerings to the public and common securities to BancorpSouth, Inc. In the event of such sales, the BXS Trusts will use the proceeds to buy an equal principal amount of junior subordinated debt securities of BancorpSouth, Inc.

The common stock of BancorpSouth, Inc. is listed on the New York Stock Exchange under the symbol "BXS."

This prospectus contains a general description of the securities which may be offered. The specific terms of the securities will be contained in one or more supplements to this prospectus. Read the prospectus and any supplement carefully before you invest. The supplement may also add, update or change information contained in this prospectus.

THE SECURITIES COVERED BY THIS PROSPECTUS WILL NOT BE SAVINGS ACCOUNTS, DEPOSITS OR OTHER OBLIGATIONS OF ANY BANK OR NONBANK SUBSIDIARY OF BANCORPSOUTH AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, THE BANK INSURANCE FUND OR ANY OTHER GOVERNMENT AGENCY.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is _____, 2001.

This prospectus may not be used to consummate sales of securities unless accompanied by a prospectus supplement.

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ABOUT THIS PROSPECTUS

This document is called a prospectus. This summary highlights selected information from this prospectus and may not contain all of the information that is important to you. To understand the terms of the securities, you should carefully read this prospectus with the attached prospectus supplement. This prospectus and the prospectus supplement together give the specific terms of the securities being offered. You should also read the documents referred to under the heading "Where You Can Find More Information" for information on BancorpSouth, Inc. and its financial statements. The Company has its principal offices at One Mississippi Plaza, Tupelo, Mississippi 38804 (telephone: (662) 680-2000). Certain capitalized terms used in this summary are defined elsewhere in this prospectus.

BancorpSouth, Inc. (also referred to as the "Company" or "we") and BancorpSouth Capital Trust I, BancorpSouth Capital Trust II, BancorpSouth Capital Trust III and BancorpSouth Capital Trust IV have filed a registration statement with the Securities and Exchange Commission under a "shelf" registration procedure. Under this procedure, the Company and the BXS Trusts may offer and sell from time to time, in one or more series, up to an aggregate of \$500,000,000 of any of the following securities:

- (i) unsecured debt securities of the Company;
(ii) shares of common stock of the Company;
(iii) trust preferred securities of a BXS Trust;
(iv) unsecured junior subordinated debt securities of the Company relating to the trust preferred securities; and
(v) guarantees of the Company relating to the trust preferred securities.

This prospectus provides you with a general description of the securities the Company or a BXS Trust may offer. Each time the Company or a BXS

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Trust offers securities, we will provide you with a prospectus supplement that will describe the specific amounts, prices and terms of the securities being offered. The prospectus supplement may also add, update or change information contained in this prospectus.

The prospectus supplement may also contain information about certain U.S. federal income tax considerations relating to the securities covered by the prospectus supplement.

The Company and each BXS Trust may sell securities to underwriters who will sell the securities to the public on terms fixed at the time of sale. In addition, the securities may be sold by the Company and each BXS Trust directly or through dealers or agents designated from time to time, which agents may be affiliates of the Company and each BXS Trust. If the Company, directly or through agents, solicits offers to purchase the securities, the Company reserves the sole right to accept and, together with its agents, to reject, in whole or in part, any such offer.

The prospectus supplement will also contain, with respect to the securities being sold, the names of the underwriters, dealers or agents, if any, together with the terms of offering, the compensation of the underwriters and the net proceeds to the Company and each BXS Trust.

Any underwriters, dealers or agents participating in the offering may be deemed "underwriters" within the meaning of the Securities Act of 1933, as amended.

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RATIO OF EARNINGS TO FIXED CHARGES

For the nine months ended September 30, 2001 and 2000 and for the five years ended December 31, 2000, the ratio of earnings to fixed charges of the Company, computed as set forth below, was as follows:

	Nine months ended		Year ended	
	9/30/2001	9/30/2000	2000	1999
Earnings to Fixed Charges:				
Excluding Interest on Deposits	5.10	4.69	4.08	7.29
Including Interest on Deposits	1.38	1.38	1.32	1.53

For purposes of computing the ratio of earnings to fixed charges, earnings represent net income (loss) before extraordinary items plus applicable income taxes and fixed charges. Fixed charges, excluding interest on deposits, include interest expense (other than on deposits) and the proportion deemed representative of the interest factor of rent expense, net of income from subleases. Fixed charges, including interest on deposits, include all interest expense and the proportion deemed representative of the interest factor of rent expense, net of income from subleases.

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WHERE YOU CAN FIND MORE INFORMATION

The Company and the BXS Trusts have filed a registration statement with the SEC. This prospectus is part of the registration statement but the registration statement also contains additional information and exhibits. The Company also files proxy statements, annual, quarterly and special reports and other information with the SEC. You may read and copy the registration statement and any reports, proxy statements and other information at the public reference room maintained by the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549. You can call the SEC for further information about its public reference room at 1-800-732-0330. The SEC also maintains an Internet website that contains reports, proxy statements and other information about issuers, like the Company, that file electronically with the SEC. The address of the SEC's website is "<http://www.sec.gov>."

The Company's common stock is listed on the New York Stock Exchange under the symbol "BXS." Reports and other information concerning the Company can be inspected at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

The SEC allows the Company to incorporate documents by reference in this prospectus. This means that by listing or referring to a document which the Company has filed with the SEC in this prospectus, that document is considered to be a part of this prospectus and should be read with the same care. When the Company updates the information contained in documents which have been incorporated by reference by making future filings with the SEC, the information incorporated by reference in this prospectus is considered to be automatically updated.

The documents listed below are incorporated by reference into this prospectus:

- The Company's Annual Report on Form 10-K for the year ended December 31, 2000;
- The Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2001;
- The Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2001;
- The Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2001;
- The Company's Current Report on Form 8-K, dated March 28, 2001;
- The description of the Company's Common Stock and Common Stock Purchase Rights contained in the Company's Registration Statements on Form 8-A filed pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including any amendment or report filed for the purpose of updating such description; and
- Any documents filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of the initial filing of this registration statement of which this prospectus is a part and before the effective date of that registration statement and after the date of this prospectus and before the termination of the offering of the securities.

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You may request a free copy of any or all of these filings by writing or telephoning us at the following address:

BancorpSouth, Inc.
One Mississippi Plaza
Tupelo, Mississippi 38804
Attention: Corporate Secretary
Telephone number: (662) 680-2000

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No separate financial statements of any BXS Trust are included in this prospectus. The Company and the BXS Trusts do not consider that such financial statements would be material to holders of the Trust Preferred Securities because each BXS Trust is a special purpose entity, has no operating history or independent operations and is not engaged in and does not propose to engage in any activity other than holding as trust assets the Corresponding Junior Subordinated Debt Securities (as defined below under the heading "The BXS Trusts") of the Company and issuing the Trust Securities. Furthermore, taken together, the Company's obligations under each series of Corresponding Junior Subordinated Debt Securities, the Junior Indenture pursuant to which the Corresponding Junior Subordinated Debt Securities will be issued, the related Trust Agreement and the related Guarantee provide, in the aggregate, a full, irrevocable and unconditional guarantee of payments of Distributions and other amounts due on the related Trust Preferred Securities of a BXS Trust. For a more detailed discussion see "The BXS Trusts," "Description of Trust Preferred Securities," "Description of Junior Subordinated Debt Securities--Corresponding Junior Subordinated Debt Securities" and "Description of Guarantees." In addition, the Company does not expect that any of the BXS Trusts will be filing reports under the Exchange Act with the SEC.

You should only rely on the information contained in this prospectus and any applicable prospectus supplement or incorporated by reference. Neither the Company nor any BXS Trust has authorized anyone to provide you with different information. You should not assume that the information in this prospectus or any prospectus supplement is accurate as of a later date than the date of this prospectus or the applicable prospectus supplement. The financial condition, results of operations or business prospects of the Company may have changed since those dates.

THE COMPANY

The Company is a bank holding company and Mississippi corporation with commercial banking and financial services operations in Mississippi, Tennessee, Alabama, Arkansas, Texas and Louisiana. Its principal subsidiary is BancorpSouth Bank, a Mississippi banking corporation (the "Bank"). The Company's principal office is located at One Mississippi Plaza, Tupelo, Mississippi 38804 and its telephone number is (662) 680-2000.

The Bank has its principal office in Tupelo, Lee County, Mississippi, and conducts a general commercial banking and trust business through offices in over 100 municipalities or communities in Mississippi, Tennessee, Alabama, Arkansas, Texas and Louisiana. The Bank has grown through the acquisition of other banks, the purchase of assets from federal regulators and through the opening of new branches and offices.

The Bank and its subsidiaries provide a range of financial services to individuals and small-to-medium size businesses. The Bank operates investment

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services, consumer finance, credit life insurance and insurance agency subsidiaries which engage in investment brokerage services, consumer lending, credit life insurance sales and sales of other insurance products. The Bank's trust department offers a variety of services including personal trust and estate services, certain employee benefit accounts and plans, including individual retirement accounts, and limited corporate trust functions.

THE BXS TRUSTS

Each BXS Trust is a statutory business trust created under Delaware law and is governed by:

- (i) a trust agreement, in effect as of the date hereof, as Depositor of the BXS Trust, and the Delaware Trustee of such BXS Trust; and

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- (ii) a certificate of trust, in effect as of the date hereof, filed with the Delaware Secretary of State.

Unless otherwise specified in the applicable prospectus supplement:

- Each BXS Trust will have a term of approximately 55 years from the date it issues its Trust Securities, but may dissolve earlier as provided in the applicable Trust Agreement.
- Each BXS Trust's business and affairs will be conducted by its trustees.
- The trustees will be appointed by the Company as holder of the Trust Common Securities.
- The trustees will be The Bank of New York, as the Property Trustee (the "Property Trustee"), The Bank of New York (Delaware), as the Delaware Trustee (the "Delaware Trustee"), and two individual trustees (the "Administrative Trustees") who are employees or officers of or affiliated with the Company (collectively, the "BXS Trust Trustees"). The Bank of New York, as Property Trustee, will act as sole indenture trustee under each Trust Agreement for purposes of compliance with the Trust Indenture Act. The Bank of New York will also act as trustee under the Guarantees and the Junior Indenture. See "Description of Guarantees" and "Description of Junior Subordinated Debt Securities."
- If an event of default under the Trust Agreement for a BXS Trust has occurred and is continuing, the holder of the Trust Common Securities of that BXS Trust, or the holders of a majority in Liquidation Amount of the Related Trust Preferred Securities, will be entitled to appoint, remove or replace the Property Trustee or the Delaware Trustee for such BXS Trust.
- Under all circumstances, only the holder of the Trust Common Securities has the right to vote to appoint, remove or replace the Administrative Trustees.
- The duties and obligations of each BXS Trust Trustee are governed by the applicable Trust Agreement.

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- The Company will pay all fees and expenses related to each BXS Trust and the offering of the Trust Preferred Securities and will pay, directly or indirectly, all ongoing costs, expenses and liabilities of each BXS Trust.

Each trust agreement of a BXS Trust in effect on the date hereof will be amended and restated in its entirety (each, as so amended and restated, a "Trust Agreement") substantially in the form filed as an exhibit to the registration statement of which this prospectus forms a part.

Each Trust Agreement will be qualified as an indenture under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

Each BXS Trust may offer to the public, from time to time, preferred securities (the "Trust Preferred Securities") representing preferred beneficial interests in the applicable BXS Trust. In addition to Trust Preferred Securities offered to the public, each BXS Trust will sell common securities representing common ownership interests in such BXS Trust to the Company (the "Trust Common Securities"). All of the Trust Common Securities of each BXS Trust will be owned by the Company. The Trust Common Securities and the Trust Preferred Securities together are also referred to as the "Trust Securities."

Each BXS Trust exists for the exclusive purposes of:

- (i) issuing and selling its Trust Securities;
- (ii) using the proceeds from the sale of such Trust Securities to acquire a series of Corresponding Junior Subordinated Debt Securities issued by the Company;
- (iii) making distributions; and
- (iv) engaging in only those other activities necessary or incidental thereto (such as registering the transfer of the Trust Securities).

When any BXS Trust sells its Trust Preferred Securities to the public, it will use the money it receives together with the money it receives from the sale of its Trust Common Securities to buy a series of the Company's Junior Subordinated Debt Securities (the "Corresponding Junior Subordinated Debt Securities"). The payment terms of the Corresponding Junior Subordinated Debt Securities will be virtually the same as the payment terms of that BXS Trust's Trust Preferred Securities (the "Related Trust Preferred Securities").

Each BXS Trust will own only the applicable series of Corresponding Junior Subordinated Debt Securities. The only source of funds for each BXS Trust will be the payments it receives from the Company on the Corresponding Junior Subordinated Debt Securities. Each BXS Trust will use such funds to make cash payments to holders of the Trust Preferred Securities.

The Trust Common Securities of a BXS Trust will rank equally, and payments will be made thereon pro rata, with the Trust Preferred Securities of such BXS Trust, except that upon the occurrence and continuance of an event of default under a Trust Agreement resulting from an event of default under the Junior Indenture, the rights of the Company, as holder of the Trust Common Securities, to payment in respect of Distributions and payments upon liquidation or redemption will be subordinated to the rights of the holders of the Trust Preferred Securities of such BXS Trust. See "Description of Trust Preferred

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Securities--Subordination of Trust Common Securities." The Company will acquire Trust Common Securities in an aggregate Liquidation Amount equal to not less than 3% of the total capital of each BXS Trust.

The prospectus supplement relating to any Trust Preferred Securities will contain the details of the cumulative preferential cash distributions ("Distributions") to be made periodically to the holders of the Trust Securities.

Under certain circumstances, the Company may redeem the Corresponding Junior Subordinated Debt Securities which it sold to a BXS Trust. If it does this, the BXS Trust will redeem a like amount of the Trust Preferred Securities which it sold to the public and the Trust Common Securities which it sold to the Company.

Under certain circumstances, the Company may dissolve each BXS Trust and cause the Corresponding Junior Subordinated Debt Securities to be distributed to the holders of the Related Trust Preferred Securities. If this happens, owners of the Related Trust Preferred Securities will no longer have any interest in such BXS Trust and will only own the Corresponding Junior Subordinated Debt Securities.

Generally, the Company needs the approval of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board") to redeem the Corresponding Junior Subordinated Debt Securities or to dissolve one or more of the BXS Trusts. A more detailed description is provided under the heading "Description of Trust Preferred Securities--Liquidation Distribution Upon Dissolution."

The principal executive office of each BXS Trust is One Mississippi Plaza, Tupelo, Mississippi 38804 and the telephone number of each is (662) 680-2000.

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CERTAIN REGULATORY CONSIDERATIONS

GENERAL. As a bank holding company, the Company is subject to the regulation, supervision and examination of the Federal Reserve Board under the Bank Holding Company Act of 1956, as amended by the Gramm-Leach-Bliley Act, which became effective March 11, 2000.

The Company's subsidiary bank is also subject to regulation, supervision and examination by applicable federal and state banking agencies. The Bank, the Company's principal banking subsidiary, is a Mississippi chartered banking corporation and is subject to regulation, supervision and examination by the Mississippi Department of Banking and Consumer Finance and the Federal Deposit Insurance Corporation. The Bank is not a member of the Federal Reserve. Depository institutions, such as the Bank, are also affected by various state and federal laws, including those related to consumer protection and similar matters.

For a discussion of the material elements of the regulatory framework applicable to bank holding companies and their subsidiaries, which is information relevant to the Company, please refer to the Company's Annual Report on Form 10-K for the year ended December 31, 2000 and the other reports filed subsequently with the SEC by the Company, which are incorporated by reference in this prospectus. This regulatory framework is intended primarily for the protection of depositors and the federal deposit insurance funds and not for the protection of investors.

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DIVIDENDS. The Company is a legal entity separate and distinct from its subsidiaries (including the Bank), although the principal source of the Company's cash revenues are payments of interest and dividends from the Bank. There are various legal and regulatory limitations on the extent to which the Bank can finance or otherwise supply funds to the Company and certain of its other affiliates.

Various federal and state laws limit the amount of dividends that the Bank may pay to the Company without regulatory approval. Under Mississippi law, the Bank must obtain written approval of the Commissioner of the Mississippi Department of Banking and Consumer Finance prior to paying any dividend on the Bank's common stock. Under the Federal Deposit Insurance Corporation Improvement Act of 1991, the Bank may not pay any dividends if, after paying the dividend, it would be undercapitalized under applicable capital requirements. The FDIC also has the authority to prohibit the Bank from engaging in business practices which the FDIC considers to be unsafe or unsound, which, depending on the financial condition of the Bank, could include the payment of dividends.

Consistent with its policy regarding bank holding companies serving as a source of financial strength for their subsidiary banks, the Federal Reserve Board has indicated that, as a matter of prudent banking, a bank holding company generally should not maintain a rate of cash dividends unless its net income available to common shareholders has been sufficient to fully fund the dividends, and the prospective rate of earnings retention appears consistent with the bank holding company's capital needs, asset quality and overall financial condition.

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USE OF PROCEEDS

Except as may be set forth in a prospectus supplement, the Company will use the net proceeds from the sale of the securities offered hereby for general corporate purposes, including refinancing of debt, investments in, or extensions of credit to, the Bank and, to a lesser extent, other existing or future subsidiaries. Pending such use, the net proceeds may be temporarily invested in short-term obligations. The precise amounts and timing of the application of proceeds used for general corporate purposes will depend upon funding requirements of the Company and its subsidiaries and the availability of other funds.

DESCRIPTION OF DEBT SECURITIES

SUMMARY. The following description of the terms of the debt securities other than the Junior Subordinated Debt Securities (the "Debt Securities") sets forth certain general terms and provisions. The particular terms of any offering of Debt Securities will be contained in a prospectus supplement. The prospectus supplement will describe the:

- specific designation;
- priority in rights of payment, if any;
- aggregate principal amount;
- denominations;
- maturity;

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- premium, if any;
- interest rate, if any (which may be fixed or variable);
- dates interest is paid;
- terms for redemption at the option of the Company or the holder, if any;
- terms for sinking or purchase fund payments, if any;
- currency or currencies of denomination and payment, if other than U.S. dollars;
- securities exchanges, if any, on which the Debt Securities are to be listed;
- initial public offering price;
- principal amounts, if any, to be purchased by underwriters; and
- other terms in connection with the offering and sale of the Debt Securities being sold.

All or a portion of the Debt Securities may be issued in global form. This means that you will not receive a paper certificate. Instead, you will receive a statement showing your ownership of the Debt Securities that you purchased. A more detailed discussion of the depository arrangements that will apply appears under the heading "Book-Entry Issuance."

Debt Securities may be sold at a substantial discount below their stated principal amount, bearing no interest or interest at a rate which at the time of issuance is below market rates. Certain United States federal income tax consequences and special considerations applicable to any such Debt Securities will be described in the applicable prospectus supplement.

If any index is used to determine the amount of payments of principal of, premium, if any, or interest on any series of Debt Securities, special United States federal income tax, accounting and other considerations applicable thereto will be described in the applicable prospectus supplement.

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The Debt Securities are to be issued under an Indenture, as it may be supplemented from time to time (the "Debt Securities Indenture"), between the Company and The Bank of New York, as Trustee (the "Debt Securities Trustee"). The form of the Debt Securities Indenture has been filed as an exhibit to the registration statement of which this prospectus forms a part. The Debt Securities Indenture is qualified under the Trust Indenture Act.

The following summaries of certain provisions of the Debt Securities and the Debt Securities Indenture are not complete. For a complete description of the Debt Securities, you should read the Debt Securities Indenture applicable to a particular series of Debt Securities (the "Applicable Indenture"), including the definitions therein of certain terms.

Wherever we refer to particular sections, articles or defined terms of the Applicable Indenture, we are incorporating those sections, articles or defined terms into this prospectus by reference. Capitalized terms not otherwise

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defined herein shall have the meaning given to them in the Applicable Indenture.

GENERAL. The aggregate principal amount of Securities which may be authenticated and delivered under the Debt Securities Indenture is unlimited. The Securities may be issued up to the aggregate principal amount of Securities from time to time authorized by or pursuant to a Company Board Resolution.

The Securities may be issued in one or more series. All Securities of each series issued under the Debt Securities Indenture shall in all respects be equally and ratably entitled to the benefits thereof with respect to such series without preference, priority or distinction on account of the actual time or times of the authentication and delivery or Maturity of the Securities of such series. There shall be established in or pursuant to a Company Board Resolution, and set forth in an Officers' Certificate of the Company, or established in one or more indentures supplemental to the Debt Securities Indenture, which shall be delivered to the Trustee prior to the issuance of Securities of any series:

- (1) the form of the Securities of the series and the Coupons, if any, appertaining thereto;
- (2) the title of the Securities of the series;
- (3) any limit upon the aggregate principal amount of the Securities of the series;
- (4) the date or dates on which the Securities may be issued;
- (5) the date or dates, which may be serial, on which the principal of, and premium, if any, on the Securities of such series shall be payable;
- (6) the rate or rates, or the method of determination thereof, at which the Securities of such series shall bear interest, if any;
- (7) whether Securities under the Debt Securities Indenture are to be designated as Senior Debt Securities or Subordinated Debt Securities;
- (8) the place or places where the principal of, and premium, if any, and interest, if any, on Securities of the series shall be payable;
- (9) the provisions, if any, establishing the price or prices at which, the period or periods within which and the terms and conditions upon which Securities of the series may be redeemed, in whole or in part, at the option of the Company;
- (10) the obligation, if any, of the Company to redeem, purchase or repay Securities of the series pursuant to the sinking fund or analogous provisions or at the option of a Holder thereof and the price or prices, in the currency or currency unit in which the Securities of such series are payable, at which and the period or periods within which

and the terms and conditions upon which Securities of the series shall be redeemed, purchased or repaid, in whole or in part, pursuant to such obligation;

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- (11) the denominations in which such series of Debt Securities will be issuable, if other than denominations of \$1000 and any integral multiple thereof;
- (12) the portion of the principal amount of Securities of such series which shall be payable upon declaration of acceleration of the Maturity, if other than the principal amount thereof;
- (13) whether payment of the principal of, premium, if any, and interest, if any, on the Securities of such series shall be with or without deduction for taxes, assessments or governmental charges, and with or without reimbursement of taxes, assessments or governmental charges paid by Holders;
- (14) any Events of Default or Defaults with respect to the Securities of such series;
- (15) the applicable dates for the list of names and addresses of the Holders of Registered Securities in case the Securities of such series do not bear interest;
- (16) whether the Securities of such series are to be issued as Registered Securities (with or without Coupons) or Unregistered Securities or both, and, if Unregistered Securities or Coupon Securities are issued, whether Unregistered Securities or Coupon Securities of such series may be exchanged for Registered Securities or Fully Registered Securities of such series and whether Registered Securities or Fully Registered Securities of such series may be exchanged for Unregistered Securities of such series and the circumstance under which and the place or places where any such exchanges, if permitted, may be made;
- (17) the currency or currencies in which the principal of, and premium, if any, and interest, if any, on the Securities of such series are to be denominated, payable, redeemable or repurchaseable;
- (18) provisions for the satisfaction and discharge of the indebtedness represented by the Securities of such series;
- (19) whether the Securities of such series are issuable as a Global Security and, in such case, the identity of the Depositary for such series;
- (20) if the amount of payment of principal of (and premium, if any) or interest on the Securities of such series may be determined with reference to an index, formula or other method based on a coin, currency or currency unit other than that in which the Securities are stated to be payable or otherwise, the manner in which such amounts shall be determined;
- (21) any other terms of such series; and
- (22) any trustees, paying agents, transfer agents or registrars with respect to the Securities of such series, and, if the Securities of such series are to be denominated and payable in any currency other than Dollars, the initial Dollar Determination Agent.

Unless otherwise provided in the prospectus supplement:

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- (i) principal of (and premium, if any) and interest on the Debt Securities will be payable, and the Debt Securities will be exchangeable and transfers thereof will be registerable, at the office or agency of the Company, except that, at the option of the Company, interest may be paid by mailing a check to the address of the person entitled thereto as it appears in the Security Register; and

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- (ii) the Debt Securities will be issued only in registered form and in denominations of \$1,000 or any integral multiple thereof, and shall be payable in Dollars.

No service charge will be made for any transfer or exchange of the Debt Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Debt Securities may be issued as Original Issue Discount Securities to be sold at a substantial discount below their principal amount. "Original Issue Discount Security" means any security which provides for an amount less than the principal amount thereof to be due and payable upon the declaration of acceleration of the maturity thereof upon the occurrence and continuance of an Event of Default.

The Debt Securities Indenture does not contain any provisions that would provide protection to holders of the Debt Securities against a sudden and dramatic decline in credit quality of the Company resulting from any highly leveraged transaction, takeover, merger, recapitalization or similar restructuring or change in control.

The Debt Securities Indenture allows the Company to merge or consolidate with another company, or to sell all or substantially all of its assets to another company. If these events occur, the other company will be required to assume the Company's responsibilities relating to the Debt Securities and the Company will be released from all liabilities and obligations. See "--Merger, Consolidation and Sale of Assets" for a more detailed discussion.

DEFAULTS. The Debt Securities Indenture defines an Event of Default with respect to any Senior Debt Securities as any one of the following events:

- (1) default in the payment of any interest upon any Security of such series when such interest becomes due and payable, and continuance of such default for a period of 30 days;
- (2) default in the payment of the principal of (including any sinking fund payment or analogous obligation) or premium, if any, on any Security of such series as and when the same shall become due and payable either at Maturity, upon redemption, by declaration or otherwise;
- (3) default in the performance, or breach, of any covenant or warranty of the Company in respect of the Securities of such series (other than a covenant or warranty a default in the performance of which or the breach of which is specifically dealt with elsewhere), and continuance of such default or breach for a period of 90 days after there has been given to the Company by the Trustee, by registered or certified mail,

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or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Securities of such series, a written notice specifying such default or breach and requiring it to be remedied;

- (4) the entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Company under Title 11 of the United States Code, as now constituted or as hereafter amended, or any other applicable bankruptcy law or other similar law, or appointing a receiver, trustee or other similar official of the Company or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days;
- (5) the filing by the Company a petition or answer or consent seeking relief under Title 11 of the United States Code, as now constituted or as hereinafter amended, or any other applicable Federal or State bankruptcy law or other similar law, or the consent by it to the institution of proceedings thereunder or to the filing of any such petition

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or to the appointment or taking possession of a receiver, trustee, custodian or other similar official of the Company shall fail generally to pay its debts as such debts become due or shall take any corporate action in furtherance of any such action; or

- (6) any other Event of Default provided in the supplemental indenture under which such series of Securities is issued or in the form of Securities for such series.

The Debt Securities Indenture defines an Event of Default with respect to any Subordinated Debt Securities as any one of the following events:

- (1) the entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Company under Title 11 of the United States Code, as now constituted or as hereafter amended, or any other applicable Federal or State bankruptcy law or other similar law, or appointing a receiver, trustee or other similar official of the Company or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days;
- (2) the filing by the Company of a petition or answer or consent seeking relief under Title 11 of the United States Code, as now constituted or as hereinafter amended, or any other applicable Federal or State bankruptcy law or other similar law, or the consent by it to the institution of proceedings thereunder or to the filing of any such petition or to the appointment or taking possession of a receiver, trustee, custodian or other similar official of the Company, shall fail generally to pay its debts as such debts become due or shall take any corporate action in furtherance of any such action; or
- (3) any other Event of Default provided in the supplemental

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indenture under which such series of Securities is issued or in the form of Security for such series.

If an Event of Default with respect to any series of Securities occurs and is continuing, then and in every such case the Trustee or the Holders of not less than 25% in aggregate principal amount of the Securities outstanding of such series may declare the principal (or, if Securities of such series are Original Issue Discount Securities, such portion of the principal amount as may be specified in the terms of the Securities of such series) of all the Securities of such series to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by Holders of Securities), and upon any such declaration the same shall become immediately due and payable.

The Debt Securities Indenture provides that the applicable Trustee will, within 90 days after the occurrence of any default under the Debt Securities Indenture with respect to any series of Securities, transmit in the manner and to the extent provided in Section 313(c) of the Trust Indenture Act, notice of such default under the Debt Securities Indenture known to the Trustee, unless such default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the principal of or premium, if any, or interest on any Security of such series, or in the payment of any sinking fund installment or analogous obligation with respect to the Securities of such series, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors and/or Responsible Officers of the Trustee in good faith determine that the withholding of such notice is in the interests of the Holders of Securities of such series and any Coupons appertaining thereto; and provided, further, that in the case of any default in the performance, or breach, of any covenant or warranty of the Company in respect of the Securities of such series, no such notice to Holders of Securities of such series shall be given until at least 60 days after the occurrence thereof. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default or a Default.

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The Debt Securities Indenture provides that the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of Securities or Coupons, if any, appertaining thereto pursuant to this Indenture, unless such Holders of Securities or Coupons, if any, appertaining thereto shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

SUPPLEMENTAL INDENTURES. From time to time, without the consent of the Holders of any Securities, the Company, when authorized by a Board Resolution, and the Trustee for the Securities of any or all series, at any time and from time to time, may enter into one or more indentures supplemental to the Debt Securities Indenture, in form satisfactory to the Trustee, for any of the following purposes:

- (1) to evidence the succession of another corporation to the Company, and the assumption by any such successor of the covenants and obligations of the Company and in the Securities contained;
- (2) to evidence and provide for the acceptance of appointment by another corporation as a successor trustee with respect to one or more series of Securities;

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- (3) to add to the covenants and agreements of the Company for the benefit of the Holders of all or any series of Securities and the Coupons, if any, appertaining thereto (if such covenants are for less than all series, stating that such covenants are for the benefit of such series), or to surrender any right or power conferred upon the Company by the Debt Securities Indenture, provided that such action shall not adversely affect the interests of the Holders of Securities of any series then Outstanding and the Holders of the Coupons, if any, appertaining thereto;
- (4) to cure any ambiguity, to correct or supplement any provision of the Debt Securities Indenture which may be defective or inconsistent with any other provision therein, or to make any other provisions with respect to matters or questions arising under the Debt Securities Indenture, provided such other provisions shall not adversely affect the interests of the Holders of Securities of any series then Outstanding and Coupons, if any, appertaining thereto;
- (5) to establish any additional form of Security and to provide for the issuance of any additional series of Securities and Coupons, if any, appertaining thereto and to set forth the terms thereof;
- (6) to permit payment in the United States of principal, premium or interest on Unregistered Securities or of interest on Coupon Securities; or
- (7) to provide for the issuance of uncertificated Securities of one or more series in the place of certificated Securities.

From time to time, with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of all series (voting as one class) affected by such supplemental indenture or indentures, by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture or indentures supplemental to the Debt Securities Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Debt Securities Indenture or of modifying in any manner the rights of the Holders of the Securities of each such series under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Security affected thereby:

- (1) change the Maturity of the principal of, or the Stated Maturity of, or any installment of interest on, any Security, or reduce the principal amount thereof (including in the

case of an Original Issue Discount Security the amount payable upon acceleration of the Maturity thereof) or any premium thereon or the rate of interest thereon, or change the method of computing the amount of principal thereof on any date, or eliminate a Place of Payment where, or the coin or currency in which, any Security or any premium thereon or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Maturity or the Stated Maturity, as the case may be, thereof (or, in

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the case of redemption or a repayment, on or after the Redemption Date or the Repayment Date, as the case may be);

- (2) reduce the percentage in principal amount of the Outstanding Securities of any series, the consent of whose Holders is required for any such supplemental indenture or the consent of whose Holders is required for any waiver (of compliance with certain provisions of the Debt Securities Indenture or certain defaults hereunder and their consequences) provided for in the Debt Securities Indenture; or
- (3) modify any of the provisions of the "Supplemental Indentures", "Waiver of Covenants" or "Waiver of Past Defaults" sections of the Debt Securities Indenture, except to increase any such percentage or to provide that certain other provisions of the Debt Securities Indenture cannot be modified or waived without the consent of the Holder of each Security affected thereby.

MERGER, CONSOLIDATION AND SALE OF ASSETS. The Company shall not consolidate with or merge into any other corporation or convey or transfer its properties and assets substantially as an entirety, to any Person, unless:

- (1) the corporation formed by such consolidation or into which the Company is merged or the Person which acquires by conveyance or transfer the properties and assets of the Company substantially as an entirety shall be a corporation organized and existing under the laws of the United States of America or any State or the District of Columbia, and shall expressly assume, by an indenture supplemental to the Debt Securities Indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of and premium, if any, and interest on all the Securities of each series and the Coupons, if any, appertaining thereto and the performance of every covenant of the Debt Securities Indenture on the part of the Company to be performed or observed;
- (2) immediately after giving effect to such transaction, no Event of Default or Default, and no event which, after notice or lapse of time or both, would become an Event of Default or a Default, shall have happened and be continuing; and
- (3) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel each stating that such consolidation, merger, conveyance or transfer and such supplemental indenture comply with these requirements and that all conditions precedent provided for the Debt Securities Indenture relating to such transaction have been complied with.

Upon any consolidation or merger, or any conveyance or transfer of the properties and assets of the Company substantially as an entirety, the successor corporation formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Debt Securities Indenture with the same effect as if such successor corporation had been named as the Company therein.

In the event of any such conveyance or transfer, the Person named as the Company or any successor which shall theretofore have become such may be dissolved, wound-up and liquidated at

any time thereafter, and such Person thereafter shall be released from its liabilities as obligor and maker of all the securities and from its obligations under the Debt Securities Indenture.

OUTSTANDING DEBT SECURITIES. The Debt Securities Indenture provides that, in determining whether the holders of the requisite principal amount of outstanding Debt Securities have given any request, demand, authorization, direction, notice, consent or waiver under the Applicable Indenture:

- (a) the principal amount of an Original Issue Discount Security that shall be deemed to be Outstanding shall be the amount of the principal thereof that would be due and payable as of the date of such determination upon a declaration of acceleration of the Maturity thereof; and
- (b) Securities owned by the Company or any other obligor upon the Securities or by any Affiliate of the Company or such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Securities which the Trustee knows to be so owned shall be so disregarded. Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Securities and that the pledgee is not the Company or any other obligor upon the Securities or any Affiliate of the Company or such other obligor.

TRUSTEE. The Bank of New York is the Trustee under the Debt Securities Indenture.

DESCRIPTION OF JUNIOR SUBORDINATED DEBT SECURITIES

SUMMARY. The following description of the terms of the Junior Subordinated Debt Securities sets forth certain general terms and provisions. The particular terms of any Junior Subordinated Debt Securities will be contained in a prospectus supplement. The prospectus supplement will describe the following terms of the Junior Subordinated Debt Securities:

- (1) the title of the series of Junior Subordinated Debt Securities;
- (2) any limit upon the aggregate principal amount of the Junior Subordinated Debt Securities and the Company's right to increase such amount;
- (3) the date or dates on which the principal of the Junior Subordinated Debt Securities is payable (the "Stated Maturity") or the method of determination thereof and the Company's right to shorten or extend such date or dates;
- (4) the rate or rates, if any, at which the Junior Subordinated Debt Securities shall bear interest;
- (5) the dates on which any such installment of interest shall be payable (the "Interest Payment Dates");

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- (6) the right, if any, of the Company to defer or extend an Interest Payment Date;
- (7) the Regular Record Date for the interest payable on any Interest Payment Date or the method by which any of the foregoing shall be determined;
- (8) the place or places where the principal of (and premium, if any) and interest on the Junior Subordinated Debt Securities will be payable and the place or places where notices and demands to or upon the Company in respect of the Junior Subordinated Debt Securities may be made ("Place of Payment");

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- (9) any period or periods within which or the date or dates on which, the price or prices at which and the terms and conditions upon which Junior Subordinated Debt Securities may be redeemed, in whole or in part, at the option of the Company;
- (10) the obligation or the right, if any, of the Company to redeem, repay or purchase the Junior Subordinated Debt Securities pursuant to any sinking fund, amortization or analogous provisions, or at the option of a Holder thereof, and the period or periods within which, the price or prices at which, the currency or currencies (including currency unit or units) in which and the other terms and conditions upon which the Junior Subordinated Debt Securities shall be redeemed, repaid or purchased, in whole or in part, pursuant to such obligations;
- (11) the denominations in which any Junior Subordinated Debt Securities shall be issuable, if other than denominations of \$25.00 and any integral multiple thereof;
- (12) if other than in U.S. Dollars, the currency or currencies (including currency unit or units) in which the principal of (and premium, if any) and interest, if any, on the Junior Subordinated Debt Securities shall be payable, or in which the Junior Subordinated Debt Securities shall be denominated;
- (13) any additions, modifications or deletions in the events of default under the Junior Indenture or covenants of the Company specified in the Junior Indenture with respect to the Junior Subordinated Debt Securities;
- (14) if other than the principal amount thereof, the portion of the principal amount of Junior Subordinated Debt Securities that shall be payable upon declaration of acceleration of the Maturity thereof;
- (15) any additions or changes to the Junior Indenture with respect to a series of Junior Subordinated Debt Securities as shall be necessary to permit or facilitate the issuance of such series in bearer form, registerable or not registerable as to principal, and with or without interest coupons;
- (16) any index or indices used to determine the amount of payments

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of principal of and premium, if any, on the Junior Subordinated Debt Securities and the manner in which such amounts will be determined;

- (17) the terms and conditions relating to the issuance of a temporary Global Security representing all of the Junior Subordinated Debt Securities of such series and the exchange of such temporary global security for definitive Junior Subordinated Debt Securities of such series;
- (18) subject to the terms described herein under "--Global Junior Subordinated Debt Securities," whether the Junior Subordinated Debt Securities of the series shall be issued in whole or in part in the form of one or more Global Securities and, in such case, the Depository for such Global Securities, which Depository shall be a clearing agency registered under the Exchange Act;
- (19) the appointment of any Paying Agent or Agents;
- (20) the terms and conditions of any right to convert or exchange the Junior Subordinated Debt Securities into other Company securities;
- (21) the transfer restrictions and legends required to be on the Junior Subordinated Debt Securities;
- (22) the form of Trust Agreement and Guarantee Agreement;
- (23) the relative degree, if any, to which the Junior Subordinated Debt Securities of the series shall be senior to or be subordinated to other series of Junior Subordinated

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Debt Securities or other indebtedness of the Company in right of payment, whether such other series of Junior Subordinated Debt Securities or other indebtedness are outstanding or not; and

- (24) any other terms of the Junior Subordinated Debt Securities not inconsistent with the provisions of the Junior Indenture.

Unless otherwise provided in the related prospectus supplement, the Junior Subordinated Debt Securities will be issued in global (book-entry) form to a BXS Trust. The Corresponding Junior Subordinated Debt Securities will be registered in the name of The Depository Trust Company ("DTC") or a nominee of DTC.

The Junior Subordinated Debt Securities are to be issued in one or more series under a Junior Subordinated Indenture, as supplemented from time to time (as so supplemented, the "Junior Indenture"), between the Company and The Bank of New York, as trustee (the "Junior Indenture Trustee"). Certain U.S. federal income tax consequences and special considerations applicable to any such Junior Subordinated Debt Securities will be described in the applicable prospectus supplement.

The following summary of certain terms and provisions of the Junior Subordinated Debt Securities, Corresponding Junior Subordinated Debt Securities and the Junior Indenture is not complete. For a complete description, you should

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read the Junior Indenture. The form of the Junior Indenture has been filed as an exhibit to the registration statement of which this prospectus forms a part. The Junior Indenture will be qualified under the Trust Indenture Act.

References herein to particular sections, articles or defined terms of the Junior Indenture incorporate those sections, articles or defined terms into this prospectus by reference. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Junior Indenture.

GENERAL. Each series of Junior Subordinated Debt Securities will rank equally with all other series of Junior Subordinated Debt Securities and will be unsecured and subordinate and junior in right of payment to the extent and in the manner set forth in the Junior Indenture to all Senior Debt of the Company, including the Debt Securities. See "--Subordination."

Except as otherwise provided in the applicable prospectus supplement, the Junior Indenture does not limit the incurrence or issuance of other secured or unsecured debt of the Company, including Senior Debt, whether under the Junior Indenture, any other existing indenture or any other indenture that the Company may enter into in the future or otherwise.

The Junior Subordinated Debt Securities will be issuable in one or more series pursuant to an indenture supplemental to the Junior Indenture or a resolution of the Company's Board of Directors or a committee thereof.

Junior Subordinated Debt Securities may provide for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration of the Maturity thereof. Certain U.S. federal income tax consequences and special considerations applicable to any such Junior Subordinated Debt Securities will be described in the applicable prospectus supplement.

If any index is used to determine the amount of payments of principal of and premium, if any, on the Junior Subordinated Debt Securities, special U.S. federal income tax, accounting and other considerations applicable thereto will be described in the applicable prospectus supplement.

The Junior Indenture does not limit the aggregate principal amount of the Junior Subordinated Debt Securities that may be authenticated and delivered thereunder and provides that Junior Subordinated Debt Securities may be issued in one or more series.

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The Junior Indenture allows the Company to merge or consolidate with another company or to transfer or lease all or substantially all of its assets to another company. If these events occur, the other company shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Junior Indenture and the Company shall be discharged from all obligations and covenants under the Junior Indenture and the Junior Subordinated Debt Securities and may be dissolved and liquidated. See "Consolidation, Merger, Sale of Assets and Other Transactions" for a more detailed discussion.

The Junior Indenture provides that the Company, when authorized by its Board of Directors, and the Junior Indenture Trustee, at any time and from time to time, may enter into one or more indentures supplemental thereto to, among other things, change certain of the Company's obligations or certain of the holder's rights concerning the Junior Subordinated Debt Securities of that series without such holder's consent. The Company and the Junior Indenture Trustee may enter into an indenture supplement to change the principal amount or

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Stated Maturity of principal of or any installment of interest on (other than as described herein under "--Option to Defer Interest Payments") the Junior Subordinated Debt Securities, however, with the consent of the Holders of not less than a majority in principal amount of the outstanding Junior Subordinated Debt Securities of each series affected by such supplemental indenture. See "Modification of the Junior Indenture" for a more detailed discussion.

DENOMINATIONS, REGISTRATION AND TRANSFER. Unless otherwise specified in the applicable prospectus supplement, the Junior Subordinated Debt Securities will be issuable only in registered form without coupons in denominations of \$25.00 and any integral multiple thereof. See "Book-Entry Issuance." Subject to restrictions relating to Junior Subordinated Debt Securities represented by global certificates, Junior Subordinated Debt Securities of any series will be exchangeable for other Junior Subordinated Debt Securities of the same series, of authorized denominations, of a like aggregate principal amount, of the same Original Issue Date and Stated Maturity and having the same terms.

Subject to restrictions relating to Junior Subordinated Debt Securities represented by global certificates, Junior Subordinated Debt Securities may be presented for exchange as provided above and may be surrendered by or on behalf of the Depositary or its nominee to the Securities Registrar, accompanied by registration instructions, without service charge and upon payment of any taxes or other governmental charges as described in the Junior Indenture. The Company will appoint the Junior Indenture Trustee as Securities Registrar under the Junior Indenture.

In the event of any redemption, neither the Company nor the Junior Indenture Trustee shall be required to (i) issue, transfer or exchange Junior Subordinated Debt Securities of any series during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption and ending at the close of business on the day of mailing of a notice of redemption or (ii) transfer or exchange any Junior Subordinated Debt Securities so selected for redemption in whole or in part, except, in the case of any Junior Subordinated Debt Securities to be redeemed in part, any portion thereof not to be redeemed.

GLOBAL JUNIOR SUBORDINATED DEBT SECURITIES. Unless otherwise stated in a prospectus supplement or unless issued to a BXS Trust as Corresponding Junior Subordinated Debt Securities, each series of the Junior Subordinated Debt Securities will be issued as global Junior Subordinated Debt Securities to be deposited with a Depositary designated by the Company and registered in the name of such Depositary or its nominee. The depositary arrangements that will apply, including the manner in which principal of and premium, if any, and interest on Junior Subordinated Debt Securities and other payments will be payable are discussed in more detail under the heading "Book-Entry Issuance."

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PAYMENT AND PAYING AGENTS. The applicable prospectus supplement will specify the place or places where the principal of (and premium, if any) and interest on any series of Junior Subordinated Debt Securities shall be payable. Unless otherwise indicated in the applicable prospectus supplement, payment of any interest on any series of Junior Subordinated Debt Securities will be made to the Person in whose name such Junior Subordinated Debt Security is registered at the close of business on the Regular Record Date for such interest, except in the case of Defaulted Interest. The Company may designate one or more Paying Agents.

Any money deposited with the Junior Indenture Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of

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(and premium, if any) or interest on any Junior Subordinated Debt Security and remaining unclaimed for two years after such principal (and premium, if any) or interest has become due and payable shall (unless otherwise required by applicable law), at the request of the Company, be paid to the Company or (if held by the Company) be discharged from such trust and all liability of the Junior Indenture Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease.

OPTION TO DEFER INTEREST PAYMENTS. If provided in the applicable prospectus supplement, so long as no Debenture Event of Default has occurred and is continuing, the Company will have the right, at any time or from time to time during the term of any series of Junior Subordinated Debt Securities, to defer payment of interest for up to such number of consecutive interest payment periods as may be specified in the applicable prospectus supplement (each, an "Extension Period"), subject to the terms, conditions and covenants, if any, specified in such prospectus supplement, provided that no Extension Period may extend beyond the Stated Maturity of such series of Junior Subordinated Debt Securities. During any such Extension Period, the Company may not (i) declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of the Company's capital stock; (ii) make any payment of principal, interest or premium, if any, on or repay, repurchase or redeem any debt securities of the Company that rank pari passu with or junior in interest to the Corresponding Junior Subordinated Debt Securities, or (iii) make any guarantee payments with respect to any guarantee by the Company of the debt securities of any subsidiary of the Company if such guarantee ranks pari passu with or junior in interest to the Junior Subordinated Debt Securities (other than (a) dividends or distributions in Common Stock of the Company, (b) any declaration of a dividend in connection with the implementation of a shareholder rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any rights under such plan, (c) payments under the Guarantee, (d) purchases or acquisitions of shares of Common Stock in connection with the satisfaction by the Company of its obligations under any employee benefit plan or other contractual obligation of the Company, (e) as a result of a reclassification of the Company's capital stock or the exchange or conversion of one class or series of the Company's capital stock for another class or series of the Company's capital stock, or (f) the purchase of fractional interests in shares of the Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged).

Prior to the termination of any such applicable Extension Period, the Company may further defer the payment of interest.

REDEMPTION. Unless otherwise indicated in the applicable prospectus supplement, the Company may at any time, at its option and subject to receipt of prior approval of the Federal Reserve Board if such approval is then required under applicable capital guidelines or policies, redeem the Junior Subordinated Debt Securities of any series in whole or in part at any time or from time to time prior to Maturity. If the Junior Subordinated Debt Securities of any series are so redeemable only on or after a specified date or upon the satisfaction of additional conditions, the applicable prospectus supplement will specify such date or describe such conditions. Unless

otherwise indicated in the applicable prospectus supplement, Junior Subordinated Debt Securities may be redeemed in part but only in integral multiples of \$25.00. Except as otherwise specified in the applicable prospectus supplement, the redemption price for any Junior Subordinated Debt Security so redeemed shall equal any accrued and unpaid interest (including Additional Interest) thereon to

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the redemption date, plus 100% of the principal amount thereof.

Unless otherwise specified in the applicable prospectus supplement, if a Tax Event in respect of a series of Junior Subordinated Debt Securities, an Investment Company Event or a Capital Treatment Event shall occur and be continuing, the Company may, at its option and subject to receipt of prior approval by the Federal Reserve Board if such approval is then required under applicable capital guidelines or policies, prepay such series of Junior Subordinated Debt Securities in whole (but not in part) within 90 days following the occurrence of such Tax Event, Investment Company Event or Capital Treatment Event, at a prepayment price equal to 100% of the principal amount of such Junior Subordinated Debt Securities then outstanding plus accrued and unpaid interest to the date fixed for redemption, except as otherwise specified in the applicable prospectus supplement.

"Tax Event" means the receipt by the Company of an opinion of independent counsel experienced in such matters to the effect that, as a result of any amendment to, or change (including any announced proposed change) in, the laws or any regulations thereunder of the United States or any political subdivision or taxing authority thereof or therein, or as a result of any official administrative pronouncement or judicial decision interpreting or applying such laws or regulations, which amendment or change is effective or which proposed change, pronouncement or decision is announced on or after the date of issuance of the Junior Subordinated Debt Securities or of the related Trust Preferred Securities under the Trust Agreement, there is more than an insubstantial risk that (i) such BXS Trust is, or will be within 90 days of the date of such opinion of independent counsel, subject to U.S. federal income tax with respect to income received or accrued on the Corresponding Junior Subordinated Debt Securities or subject to more than a de minimis amount of other taxes, duties or other governmental charges as determined by such counsel, or (ii) interest payable by the Company on such series of Corresponding Junior Subordinated Debt Securities is not, or within 90 days of the date of such opinion of independent counsel, will not be, deductible by the Company, in whole or in part, for U.S. federal income tax purposes.

A "Capital Treatment Event" means the reasonable determination by the Company that, as a result of the occurrence of any amendment to, or change (including any announced prospective change) in, the laws (or any regulations thereunder) of the United States or any political subdivision thereof or therein, or as a result of any official or administrative pronouncement or action or judicial decision interpreting or applying such laws or regulations, which amendment or change is effective or such pronouncement, action or decision is announced on or after the date of issuance of the related Trust Preferred Securities under the Trust Agreement, there is more than an insubstantial risk that the Company will not be entitled to treat an amount equal to the liquidation amount of the Trust Preferred Securities as "Tier 1 Capital" (or the then equivalent thereof) for purposes of the capital adequacy guidelines of the Federal Reserve, as then in effect and applicable to the Company.

An "Investment Company Event" means the receipt by the Company of an opinion of counsel experienced in such matters to the effect that, as a result of the occurrence of a change in law or regulation or a change (including any announced prospective change) in interpretation or application of law or regulation by any legislative body, court, governmental agency or regulatory authority, there is more than an insubstantial risk that the affected BXS Trust is or will be considered an "investment company" that is required to be registered under the Investment Company Act of 1940, as amended (the "Investment Company Act"), which change or prospective change becomes effective or would become effective, as the case may be, on or after the date of original issuance of the Trust Preferred Securities of such affected BXS Trust.

Notice of any redemption will be mailed not later than 30 days and not earlier than 60 days prior to the date fixed for redemption, to each Holder of Junior Subordinated Debt Securities to be redeemed, at the address of such Holder as it appears in the Securities Register. Unless the Company defaults in payment of the redemption price, on and after the redemption date interest shall cease to accrue on such Junior Subordinated Debt Securities or portions thereof called for redemption.

MODIFICATION OF THE JUNIOR INDENTURE. From time to time, the Company and the Junior Indenture Trustee may, without the consent of the Holders of any series of Junior Subordinated Debt Securities, supplement the Junior Indenture for specified purposes, including, among other things, curing ambiguities or inconsistencies (provided that any such action does not materially adversely affect the interest of the Holders of any series of Junior Subordinated Debt Securities or, in the case of Corresponding Junior Subordinated Debt Securities, the Holders of the Related Trust Preferred Securities so long as they remain outstanding) and complying with the requirements of the SEC in order to effect or maintain the qualification of the Junior Indenture under the Trust Indenture Act. The Junior Indenture contains provisions permitting the Company and the Junior Indenture Trustee, with the consent of the holders of not less than a majority in principal amount of each outstanding series of Junior Subordinated Debt Securities affected, to supplement the Junior Indenture for the purpose of modifying in any manner the rights of the Holders of such series of the Junior Subordinated Debt Securities under the Junior Indenture; provided, however, that no such supplement may, without the consent of the holder of each outstanding Junior Subordinated Debt Security so affected, among other things, (i) change the Stated Maturity of the principal of, or any installment of interest on (other than as described herein under "--Option to Defer Interest Payments") any series of Junior Subordinated Debt Securities (except as otherwise specified in the applicable prospectus supplement), or reduce the principal amount thereof or of interest thereon or reduce any premium payable upon the redemption thereof, or change the place of payment where any Junior Subordinated Debt Securities or interest thereon is payable or (ii) reduce the percentage of principal amount of Junior Subordinated Debt Securities of any series, the Holders of which are required to consent to any such supplement; provided that, in the case of Corresponding Junior Subordinated Debt Securities, so long as any of the Related Trust Preferred Securities remain outstanding, no such amendment may be made that adversely affects the holders of such Trust Preferred Securities, and no termination of the Junior Indenture may occur, and no waiver of any Debenture Event of Default or compliance with any covenant under the Junior Indenture may be effective, without the prior consent of the holders of at least a majority of the aggregate Liquidation Amount of all outstanding Related Trust Preferred Securities unless and until the principal (and premium, if any) of the Corresponding Junior Subordinated Debt Securities and all accrued and unpaid interest thereon have been paid in full and certain other conditions have been satisfied.

In addition, the Company and the Junior Indenture Trustee may execute, without the consent of any holder of Junior Subordinated Debt Securities, any supplemental Junior Indenture for the purpose of establishing the form or terms of any new series of Junior Subordinated Debt Securities.

JUNIOR SUBORDINATED DEBT SECURITY EVENTS OF DEFAULT. The Junior Indenture provides that any one or more of the following described events (with grace and cure periods) with respect to a series of Junior Subordinated Debt Securities that has occurred and is continuing constitutes a "Debenture Event of Default" with respect to such series of Junior Subordinated Debt Securities:

- (i) default in the payment of any interest on such series of

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Junior Subordinated Debt Securities, including any Additional Interest in respect thereof, when it becomes due and payable and continuance of such default for a period of 30 days (subject to the deferral of any due date in the case of an Extension Period);

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- (ii) default in the payment of the principal of (or premium, if any, on) such series of Junior Subordinated Debt Securities when due, whether at Maturity, upon redemption, by declaration of acceleration or otherwise;
- (iii) default in the performance, or breach, in any material respect, of any covenant or warranty of the Company in the Junior Indenture and continuance of such default or breach for 90 days after written notice specifying such default or breach and requiring it to be remedied to the Company from the Junior Indenture Trustee or the Holders of at least 25% in aggregate outstanding principal amount of such affected series of outstanding Junior Subordinated Debt Securities; or
- (iv) certain events in bankruptcy, insolvency or reorganization of the Company.

The Holders of a majority in principal amount of outstanding Junior Subordinated Debt Securities of any series have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Junior Indenture Trustee. The Junior Indenture Trustee or the Holders of not less than 25% in aggregate principal amount of outstanding Junior Subordinated Debt Securities of each series affected may declare the principal (or, if the Junior Subordinated Debt Securities of such series are Discount Securities, such portion of the principal amount as may be specified in a prospectus supplement) due and payable immediately upon a Debenture Event of Default, and, in the case of Corresponding Junior Subordinated Debt Securities, should the Junior Indenture Trustee or such Holders of such Corresponding Junior Subordinated Debt Securities fail to make such declaration, the Holders of at least 25% in aggregate Liquidation Amount of the Related Trust Preferred Securities shall have such right by a notice in writing to the Company and the Junior Indenture Trustee. The Holders of a majority in aggregate principal amount of outstanding Junior Subordinated Debt Securities of each series affected may annul such declaration and waive the default by written notice to the Property Trustee, the Company and the Junior Indenture Trustee, subject to certain limitations. In the case of Corresponding Junior Subordinated Debt Securities, should the holders of such Corresponding Junior Subordinated Debt Securities fail to annul such declaration and waive such default, the holders of a majority in aggregate Liquidation Amount of the Related Trust Preferred Securities shall have such right.

The holders of a majority in aggregate outstanding principal amount of each series of Junior Subordinated Debt Securities affected thereby may, on behalf of the Holders of all the Junior Subordinated Debt Securities of such series, waive any past default, except a default in the payment of principal of (or premium, if any) or interest (including any Additional Interest) (unless such default has been cured and a sum sufficient to pay all matured installments of interest (including any Additional Interest) and principal due otherwise than by acceleration has been deposited with the Junior Indenture Trustee) or a default in respect of a covenant or provision which under the Junior Indenture cannot be modified or amended without the consent of the Holder of each outstanding Junior Subordinated Debt Security of such series. In the case of

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Corresponding Junior Subordinated Debt Securities, should the holders of such Corresponding Junior Subordinated Debt Securities fail to annul such declaration and waive such default, the holders of a majority in aggregate Liquidation Amount of the Related Trust Preferred Securities shall have such right. The Company is required to file annually with the Junior Indenture Trustee a certificate as to whether or not the Company is in compliance with all the conditions and covenants applicable to it under the Junior Indenture.

ENFORCEMENT OF CERTAIN RIGHTS BY HOLDERS OF TRUST PREFERRED SECURITIES. If a Debenture Event of Default with respect to a series of Corresponding Junior Subordinated Debt Securities has occurred and is continuing and such event is attributable to the failure of the Company to pay interest or principal on such Corresponding Junior Subordinated Debt Securities on the date such interest or principal is due and payable, a holder of the Related Trust Preferred Securities may institute a suit directly against the Company for enforcement of payment to such

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holder of principal of (and premium, if any) and interest (including any Additional Interest) on such Corresponding Junior Subordinated Debt Securities having a principal amount equal to the aggregate Liquidation Amount of the Related Trust Preferred Securities of such holder (a "Direct Action"). The Company may not amend the Junior Indenture to remove the foregoing right to bring a Direct Action without the prior consent of the holders of all of the Related Trust Preferred Securities outstanding until the principal (and premium, if any) of the Corresponding Junior Subordinated Debt Securities and all accrued unpaid interest (including Additional Interest) thereon have been paid in full.

The holders of such Related Trust Preferred Securities will not be able to exercise directly any remedies other than those set forth in the preceding paragraph available to the holders of the Junior Subordinated Debt Securities unless there shall have been an event of default under the Trust Agreement. See "Description of Trust Preferred Securities--Events of Default; Notice."

CONSOLIDATION, MERGER, SALE OF ASSETS AND OTHER TRANSACTIONS. The Junior Indenture provides that the Company shall not consolidate with or merge with or into any other Person or convey, transfer or lease its properties and assets substantially as an entirety to any Person, and no Person shall consolidate with or merge into the Company or convey, transfer or lease its properties and assets substantially as an entirety to the Company, unless:

- (i) in case the Company consolidates with or merges with or into another Person or conveys, transfers or leases its properties and assets substantially as an entirety to any Person, the successor Person is a corporation, partnership, limited liability company or trust organized and existing under the laws of the United States or any State or the District of Columbia, and such successor Person expressly assumes the due and punctual payment of the principal of (and premium, if any) and interest (including the Additional Interest) on the Junior Subordinated Debt Securities and the performance of every covenant and every obligation of the Junior Indenture on the part of the Company to be performed or observed;
- (ii) immediately after giving effect to such transaction, no Debenture Event of Default, and no event which, after notice or lapse of time or both, would become a Debenture Event of Default, shall have occurred and be continuing; and

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- (iii) certain other conditions as prescribed by the Junior Indenture are met.

SATISFACTION AND DISCHARGE. The Junior Indenture shall cease to be of further effect and the Junior Indenture Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of the Junior Indenture, when

- (1) either (a) all Junior Subordinated Debt Securities theretofore authenticated and delivered have been delivered to the Junior Indenture Trustee for cancellation or (b) all such Securities not theretofore delivered to the Trustee for cancellation have become due and payable, or will become due and payable at their Stated Maturity within one year of the date of deposit, and the Company has deposited or caused to be deposited with the Trustee as trust funds in trust for such purpose, an amount in the currency or currencies in which the Securities of such series are payable sufficient to pay and discharge the entire indebtedness on such Securities not theretofore delivered to the Trustee for cancellation, for principal (and premium, if any) and interest (including any Additional Interest) to the date of such deposit (in the case of Securities which have become due and payable) or to the Stated Maturity;
- (2) the Company has paid or caused to be paid all other sums payable under the Junior Indenture by the Company; and

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- (3) the Company has delivered to the Junior Indenture Trustee an Officer's Certificate and an Opinion of Counsel each stating that all conditions precedent of the Junior Indenture have been complied with.

TRANSFER OR EXCHANGE. At the option of the holder, Junior Subordinated Debt Securities may be exchanged for other Securities of the same series of any authorized denominations, of a like aggregate principal amount, of the same Original Issue Date and Stated Maturity and having the same terms, upon surrender of the Junior Subordinated Debt Securities to be exchanged at such office or agency. Whenever any securities are so surrendered for exchange, the Company shall execute, and the Junior Indenture Trustee shall authenticate and deliver, the Securities which the holder making the exchange is entitled to receive. All Securities issued upon any transfer or exchange of the Junior Subordinated Debt Securities shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under the Junior Indenture, as the Securities surrendered upon such transfer or exchange.

SUBORDINATION. The Company covenants and agrees, and each holder of a Junior Subordinated Debt Security, by its acceptance thereof, likewise covenants and agrees, that the payment of the principal of (and premium, if any) and interest (including any Additional Interest) on each and all of the Junior Subordinated Debt Securities are hereby expressly made subordinate and junior in right of payment to the prior payment in full of all amounts then due and payable in respect of all Senior Debt. As used herein, "Senior Debt" with respect to any series of Securities means the principal of (and premium, if any) and interest, if any (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Company whether or not such claim for post-petition interest is allowed in such proceeding), on Debt of the Company, whether incurred on or prior to the date of this Indenture

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or thereafter incurred, unless, in the instrument creating or evidencing the same or pursuant to which the same is outstanding, it is provided that such obligations are not superior in right of payment to the Securities or the Other Debentures. Senior Debt does not include (a) any Debt of the Company which, when incurred and without respect to any election under Section 1111(b) of the U.S. Bankruptcy Code of 1978, as amended, was without recourse to the Company; (b) any Debt of the Company to any of its Subsidiaries; (c) Debt to any employee of the Company; (d) Debt which by its terms is subordinated to trade accounts payable or accrued liabilities arising in the ordinary course of business to the extent that payments made to the holders of such Debt by the Holders as a result of the subordination provisions of the Junior Indenture would be greater than such payments otherwise would have been as a result of any obligation of such holders of such Debt to pay amounts over to the obligees on such trade accounts payable or accrued liabilities arising in the ordinary course of business as a result of the subordination provisions to which such Debt is subject; and (e) any other debt securities issued pursuant to the Junior Indenture.

In the event of:

- (i) any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Company, its creditors or its property,
- (ii) any proceeding for the liquidation, dissolution, or other winding up of the Company, voluntary or involuntary, whether or not involving insolvency or bankruptcy proceedings,
- (iii) any assignment by the Company for the benefit of creditors or
- (iv) any other marshaling of the assets of the Company (each such event, if any, herein sometimes referred to as a "Proceeding"),

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then the holders of Senior Debt shall be entitled to receive payment in full of principal of (and premium, if any) and interest, if any, on such Senior Debt, or provision shall be made for such payment in cash or cash equivalents or otherwise in a manner satisfactory to the holders of Senior Debt, before the Holders of the Securities are entitled to receive or retain any payment or distribution of any kind or character, whether in cash, property or securities (including any payment or distribution which may be payable or deliverable by reason of the payment of any other Debt of the Company (including any series of the Securities) subordinated to the payment of the Securities, such payment or distribution being hereinafter referred to as a "Junior Subordinated Payment"), on account of principal of (or premium, if any) or interest (including any Additional Interest) on the Securities or on account of the purchase or other acquisition of Securities by the Company or any Subsidiary and to that end the holders of Senior Debt shall be entitled to receive, for application to the payment thereof, any payment or distribution of any kind or character, whether in cash, property or securities, including any Junior Subordinated Payment, which may be payable or deliverable in respect of the Securities in any such Proceeding; provided, however, that holders of Senior Debt shall not be entitled to receive payment of any such amounts to the extent that such holders would be required by the subordination provisions of such Senior Debt to pay such amounts over to the obligees on trade accounts payable or other liabilities arising in the ordinary course of business. In the event that, notwithstanding the foregoing provisions of this Section, the Junior Indenture Trustee or the Holder of any Junior Subordinated Debt Security shall have received any payment or

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distribution of assets of the Company of any kind or character, whether in cash, property or securities, including any Junior Subordinated Payment, before all Senior Debt is paid in full or payment thereof is provided for in cash or cash equivalents or otherwise in a manner satisfactory to the holders of Senior Debt, and if such fact shall, at or prior to the time of such payment or distribution, have been made known to a Responsible Officer of the Junior Indenture Trustee or, as the case may be, such Holder, then and in such event such payment or distribution shall be paid over or delivered forthwith to the trustee in bankruptcy, receiver, liquidating trustee, custodian, assignee, agent or other Person making payment or distribution of assets of the Company for application to the payment of all Senior Debt remaining unpaid, to the extent necessary to pay all Senior Debt in full, after giving effect to any concurrent payment or distribution to or for the holders of Senior Debt.

TRUST EXPENSES. The Company, as holder of the Trust Common Securities, covenants to pay all debts and obligations and all costs and expenses of each BXS Trust, including, but not limited to, all costs and expenses relating to the organization of each BXS Trust, the fees and expenses of the Trustees and all costs and expenses relating to the operation of such BXS Trust, and to pay any and all taxes, duties, assessments or other governmental charges of whatever nature imposed on each BXS Trust by the United States or any other taxing authority.

GOVERNING LAW. The Junior Indenture and the Junior Subordinated Debt Securities will be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.

INFORMATION CONCERNING THE JUNIOR INDENTURE TRUSTEE. The Junior Indenture Trustee undertakes to perform such duties and only such duties as are specifically set forth in the Junior Indenture, and no implied covenants or obligations shall be read into the Junior Indenture against the Trustee. The Junior Indenture Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the Junior Indenture at the request or direction of any of the holders of Junior Subordinated Debt Securities pursuant to the Junior Indenture, unless such holders shall have offered to the Junior Indenture Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

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DESCRIPTION OF TRUST PREFERRED SECURITIES

This summary of certain provisions of the Trust Preferred Securities and each Trust Agreement is not complete. For a complete description, you should read each Trust Agreement and the applicable prospectus supplement. Wherever particular defined terms of a Trust Agreement are referred to herein or in a prospectus supplement, such defined terms are incorporated herein or therein by reference. The form of each Trust Agreement has been filed as an exhibit to the registration statement of which this prospectus forms a part. The applicable prospectus supplement will also describe certain U.S. federal income tax considerations applicable to any offering of the Trust Preferred Securities.

Pursuant to the terms of the applicable Trust Agreement, each BXS Trust will sell Trust Preferred Securities to the public and Trust Common Securities to the Company. The Trust Preferred Securities represent preferred beneficial interests in the BXS Trust that sold them. Holders of such Trust Preferred Securities will be entitled to receive Distributions and amounts payable on redemption or liquidation ahead of holders of the Trust Common Securities. A more complete discussion appears under the heading "-- Subordination of Trust

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Common Securities." Holders of the Trust Preferred Securities will also be entitled to other benefits as described in the corresponding Trust Agreement.

Each of the BXS Trusts is a legally separate entity and the assets of one are not available to satisfy the obligations of any of the others.

GENERAL. The Trust Preferred Securities of a BXS Trust will rank on a parity, and payments will be made thereon pro rata, with the Trust Common Securities of that BXS Trust except as described under "--Subordination of Trust Common Securities." Legal title to the Corresponding Junior Subordinated Debt Securities will be held and administered by the Property Trustee in trust for the benefit of the holders of the Related Trust Preferred Securities and Trust Common Securities.

DISTRIBUTIONS. Distributions on the Trust Securities will be cumulative, will accumulate whether or not there are funds of the related BXS Trust available, will accrue from the date of original issuance and will be payable in arrears, subject to the Company's right to defer payment of interest on the Junior Subordinated Debt Securities as described under "Description of Junior Subordinated Debt Securities--Option to Defer Interest Payments," on such dates as specified in the applicable prospectus supplement. In the event that any date on which Distributions are payable on the Trust Securities is not a Business Day, payment of the Distribution payable on such date will be made on the next succeeding day that is a Business Day (and without any interest or other payment in respect to any such delay) except that, if such Business Day is in the next succeeding calendar year, payment of such Distribution shall be made on the immediately preceding Business Day, in either case with the same force and effect as if made on such date (each date on which Distributions are payable in accordance with the foregoing, a "Distribution Date"). A "Business Day" shall mean any day other than a Saturday or a Sunday, or a day on which banking institutions in the City of New York are authorized or required by law or executive order to remain closed or a day on which the corporate trust office of the Property Trustee or the Junior Indenture Trustee is closed for business.

Each BXS Trust's Trust Preferred Securities represent preferred beneficial interests in the applicable BXS Trust and the Distributions on each Trust Preferred Security will be payable at a rate specified in the applicable prospectus supplement for such Trust Preferred Securities. Distributions to which holders of Trust Preferred Securities are entitled will accumulate additional Distributions at the rate per annum if and as specified in the applicable prospectus supplement. The

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term "Distributions" as used herein includes any such additional Distributions unless otherwise stated.

If an Extension Period occurs with respect to the Corresponding Junior Subordinated Debt Securities, distributions on the Related Trust Preferred Securities will be correspondingly deferred. See "Description of Junior Subordinated Debt Securities--Option to Defer Interest Payments."

The revenue of each BXS Trust available for distribution to holders of its Trust Securities will be limited to payments it receives under the Corresponding Junior Subordinated Debt Securities in which the BXS Trust will invest the proceeds from the issuance and sale of its Trust Securities. See "Description of Junior Subordinated Debt Securities--Corresponding Junior Subordinated Debt Securities." If the Company does not make interest payments on such Corresponding Junior Subordinated Debt Securities, the Property Trustee will not have funds available to pay Distributions on the related Trust

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Securities. The payment of Distributions (if and to the extent the BXS Trust has funds legally available for the payment of such Distributions and cash sufficient to make such payments) is guaranteed by the Company on a limited basis as set forth herein under "Description of Guarantees."

Distributions on the Trust Preferred Securities will be payable to the holders thereof as they appear on the register of such BXS Trust at the close of business on the relevant record dates for the related Distribution Dates. Subject to any applicable laws and regulations and the provisions of the applicable Trust Agreement, each such payment will be made as described under "Book-Entry Issuance."

REDEMPTION OR EXCHANGE

MANDATORY REDEMPTION. Upon the repayment or redemption, in whole or in part, of any Corresponding Junior Subordinated Debt Securities, whether at maturity or upon earlier redemption as provided in the Junior Indenture, the proceeds from such repayment or redemption shall be applied by the Property Trustee to redeem a Like Amount of the Trust Securities, upon not less than 30 nor more than 60 days notice, at a redemption price (the "Redemption Price") equal to the aggregate Liquidation Amount of such Trust Securities plus accumulated and unpaid Distributions thereon to the date of redemption (the "Redemption Date") and the related amount of the premium, if any, paid by the Company upon the concurrent redemption of such Corresponding Junior Subordinated Debt Securities, allocated on a pro rata basis (based on Liquidation Amounts) among the Trust Securities. See "Description of Junior Subordinated Debt Securities--Redemption." If less than all the Trust Securities are to be redeemed on a Redemption Date, then the aggregate Liquidation Amount of Trust Securities to be redeemed shall be allocated on a pro rata basis (based on Liquidation Amounts) among the Trust Securities. The Redemption Price will be payable on each Redemption Date only to the extent that the BXS Trust has funds then on hand and available in the Payment Account for the payment of such Redemption Price.

DISTRIBUTION OF CORRESPONDING JUNIOR SUBORDINATED DEBT SECURITIES. Subject to the Company having received prior approval of the Federal Reserve Board to do so, if such approval is then required under applicable capital guidelines or policies of the Federal Reserve Board, the Company has the right at any time (including upon the occurrence and continuation of a Tax Event, Investment Company Event or Capital Treatment Event in respect of the BXS Trust) to dissolve any BXS Trust and, after satisfaction of liabilities to creditors of such BXS Trust as provided by applicable law, cause a Like Amount of the Corresponding Junior Subordinated Debt Securities in respect of the Trust Securities issued by such BXS Trust to be distributed to the holders of such Trust Securities in liquidation of such BXS Trust.

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"Like Amount" means (i) with respect to a redemption of any series of Trust Securities, Trust Securities of such series having a Liquidation Amount equal to that portion of the principal amount of Corresponding Junior Subordinated Debt Securities to be contemporaneously redeemed in accordance with the Junior Indenture, the proceeds of which will be used to pay the Redemption Price of such Trust Securities allocated to the Trust Securities based upon their relative Liquidation Amounts and the proceeds of which will be used to pay the redemption price of such Trust Securities, and (ii) with respect to a distribution of Corresponding Junior Subordinated Debt Securities to Holders of any series of Trust Securities in connection with a dissolution or liquidation of the related BXS Trust, Corresponding Junior Subordinated Debt Securities having a principal amount equal to the Liquidation Amount of the Trust Securities of the Holder to whom such Corresponding Junior Subordinated Debt

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Securities are distributed.

"Liquidation Amount" means the stated liquidation amount per Trust Security of \$25 (or such other stated amount as is set forth in the applicable prospectus supplement).

There can be no assurance as to the market prices for the Trust Preferred Securities or the Corresponding Junior Subordinated Debt Securities that may be distributed in exchange for Trust Preferred Securities if a dissolution and liquidation of a BXS Trust were to occur. Accordingly, the Trust Preferred Securities that an investor may purchase, or the Corresponding Junior Subordinated Debt Securities that the investor may receive on dissolution and liquidation of a BXS Trust, may trade at a discount to the price that the investor paid to purchase the Trust Preferred Securities offered hereby.

If the Property Trustee gives a notice of redemption in respect of any Trust Securities, then, while the Trust Preferred Securities are in book-entry-only form, by 12:00 noon, New York City time, on the Redemption Date, to the extent funds are available in the Payment Account, the Property Trustee will irrevocably deposit with DTC funds sufficient to pay the applicable Redemption Price and will give DTC irrevocable instructions and authority to pay the Redemption Price to the holders of such Trust Preferred Securities. See "Book-Entry Issuance." If such Trust Preferred Securities are held in certificated form, the Property Trustee, to the extent funds are available in the Payment Account, will irrevocably deposit with the Paying Agent for such Trust Preferred Securities funds sufficient to pay the applicable Redemption Price and will give such Paying Agent irrevocable instructions and authority to pay the Redemption Price to the Holders thereof upon surrender of their certificates evidencing such Trust Preferred Securities. Notwithstanding the foregoing, Distributions payable on or prior to the Redemption Date for any Trust Securities called for redemption shall be payable to the Holders of such Trust Securities as they appear on the Securities Register on the relevant record dates for the related Distribution Dates. If notice of redemption shall have been given and funds deposited as required, then upon the date of such deposit, all rights of the holders of such Trust Securities so called for redemption will cease, except the right of the holders of such Trust Securities to receive the applicable Redemption Price and any Distribution payable on or prior to the Redemption Date, but without interest, and such Trust Preferred Securities will cease to be outstanding. In the event that any date on which any applicable Redemption Price is payable is not a Business Day, then payment of the applicable Redemption Price payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of any such delay), except that, if such Business Day falls in the next calendar year, such payment will be made on the immediately

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