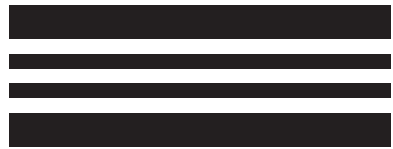


Official
Office
Use
Only



UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

**Must Be Postmarked
No Later Than
November 20, 2012**

Winslow v. BancorpSouth, Inc., et al.

Civil Action No. 3:10-cv-00463

PROOF OF CLAIM AND RELEASE

Please Type or Print in the Boxes Below
Do NOT use Red Ink, Pencil, or Staples

BNCORPS

PART I: CLAIMANT IDENTIFICATION

Last Name	M.I.	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Last Name (Co-Beneficial Owner)	First Name (Co-Beneficial Owner)
<input type="text"/>	<input type="text"/>

IRA
 Joint Tenancy
 Employee
 Individual
 Other _____ (specify)

Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA

Trustee/Asset Manager/Nominee/Record Owner's Name (if Different from Beneficial Owner Listed Above)

Account#/Fund# (Not Necessary for Individual Filers)

Social Security Number	or	Taxpayer Identification Number
<input type="text"/> — <input type="text"/> — <input type="text"/>		<input type="text"/> — <input type="text"/>

Telephone Number (Work)	Telephone Number (Home)
<input type="text"/> — <input type="text"/> — <input type="text"/>	<input type="text"/> — <input type="text"/> — <input type="text"/>

Email Address

MAILING INFORMATION

Address

Address

City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>

For Claims Processing Only	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> ATP <input type="radio"/> KE	<input type="radio"/> BE <input type="radio"/> DR <input type="radio"/> EM	<input type="radio"/> FL <input type="radio"/> ME <input type="radio"/> ND	<input type="radio"/> OP <input type="radio"/> RE <input type="radio"/> SH	<input type="text"/> M M / <input type="text"/> D D / <input type="text"/> Y Y Y Y	For Claims Processing Only
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PART II. SCHEDULE OF TRANSACTIONS IN BANCORPSOUTH COMMON STOCK

Proof Enclosed?

A. Number of shares of BancorpSouth common stock held at the close of trading on April 22, 2009:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Y
 N

B. Purchases or acquisitions of BancorpSouth common stock (April 23, 2009 – July 22, 2010, inclusive):

PURCHASES		Total Purchase or Acquisition Price (Excluding Commissions, Taxes and Fees) <i>Please round off to the nearest whole dollar</i>	Proof of Purchase Enclosed?																	
Trade Date(s) of Shares (List Chronologically)		Number of Shares Purchased or Acquired																		
M	M	D	D	Y	Y	Y	Y		\$											
1.																				
2.																				
3.																				
4.																				
5.																				

IMPORTANT: (i) If any purchase listed covered a "short sale", please mark Yes: Yes

(ii) If you received shares through an acquisition or merger, please identify the date, the share amount, and the company acquired:

M	M	D	D	Y	Y	Y	Y

Merger Shares:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company:

C. Sales of BancorpSouth common stock (April 23, 2009 – July 22, 2010, inclusive):

SALES		Total Sales Price (Excluding Commissions, Taxes and Fees) <i>Please round off to the nearest whole dollar</i>	Proof of Sales Enclosed?																	
Trade Date(s) of Shares (List Chronologically)		Number of Shares Sold																		
M	M	D	D	Y	Y	Y	Y		\$											
1.																				
2.																				
3.																				
4.																				
5.																				

Proof Enclosed?

D. Number of shares of BancorpSouth common stock held at the close of trading on July 22, 2010:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Y
 N

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 6. FAILURE TO SIGN THE RELEASE
MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.



V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim under the terms of the Stipulation of Settlement dated as of May 24, 2012 ("Stipulation"), described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Middle District of Tennessee, with respect to my (our) claim as a Settlement Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to Co-Lead Counsel to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases or sales of BancorpSouth common stock during the Settlement Class Period and know of no other Person having done so on my (our) behalf.

VI. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, relinquish, and discharge all of the Released Claims against each and all of the Defendants and each and all of their respective "Related Parties." "Related Parties" as to BancorpSouth means each of that entity's past or present directors, executive officers as defined by Regulation O, 12 CFR 215, partners, members, insurers, co-insurers, reinsurers, principals, agents, controlling shareholders, attorneys, advisors, investment advisors, underwriters, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, privies, related or affiliated corporations or entities, and any entity in which BancorpSouth has a controlling interest. "Related Parties" as to the Individual Defendants shall also include members of an Individual Defendant's immediate family; present or former spouses; heirs; executors, administrators, agents, insurers, reinsurers, attorneys, personal or legal representatives or other persons acting in a representative capacity for an Individual Defendant; successors; assigns; any entity in which an Individual Defendant and/or any member of an Individual Defendant's immediate family has or have a controlling interest (directly or indirectly); and any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant and/or members of his immediate family. "Related Parties" specifically excludes KPMG LLP and any of BancorpSouth's past or present outside auditors.

2. "Released Claims" means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims (including Unknown Claims as defined below), and causes of action of every nature and description whatsoever, in law or equity, and regardless of upon what legal theory based, whether arising under federal, state, local, statutory, common law, foreign law, or any other law, rule, or regulation, whether fixed, contingent, or absolute, accrued or unaccrued, liquidated or un-liquidated, matured or un-matured, known or unknown, discoverable or undiscoverable, concealed or hidden, suspected or unsuspected, disclosed or undisclosed, whether class and/or individual in nature that the Lead Plaintiff or any Settlement Class Member asserted or could have asserted in this Litigation or any other action, court, tribunal, proceeding or forum against any of the Released Persons arising out of or relating in any manner to both (i) the purchase or acquisition of BancorpSouth common stock during the Settlement Class Period, and (ii) the facts, matters, allegations, transactions, events, disclosures, representations, statements, acts, or omissions or failures to act that were alleged or that could have been alleged in the Litigation.

3. "Unknown Claims" means any and all Released Claims which the Lead Plaintiff or any Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Persons, or might have affected his, her, or its decision not to object to this settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Lead Plaintiff shall waive, and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have waived, the provisions, rights, and benefits of California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Lead Plaintiff shall expressly waive, and each of the Settlement Class Members shall be deemed to have by operation of the Judgment expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. The Lead Plaintiff and Settlement Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the Released Claims, but the Lead Plaintiff shall expressly fully, finally, and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Lead Plaintiff acknowledges, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

4. This release shall be of no force or effect unless and until the Court approves the Stipulation and it becomes effective on the Effective Date.

5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in BancorpSouth common stock that occurred during the Settlement Class Period as well as the number of shares of BancorpSouth common stock held by me (us) at the close of trading on April 22, 2009, and the number of shares of BancorpSouth common stock held at the close of trading on July 22, 2010.

7. I (We) hereby warrant and represent that I am (we are) not excluded from the Settlement Class, as defined in the Notice.



I (WE) DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT ALL OF THE FOREGOING INFORMATION SUPPLIED ON THIS PROOF OF CLAIM AND RELEASE FORM BY THE UNDERSIGNED IS TRUE AND CORRECT.

Executed this _____ day of _____ in _____
(Month/Year) (City/State/Country)

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g.,
Beneficial Owner, Executor or Administrator)

(Capacity of person(s) signing, e.g.,
Beneficial Owner, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release/declaration and return with the entire claim form.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your claim form and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested.
6. If you move, please send the Claims Administrator your new address.

