

**HANCOCK WHITNEY CORPORATION
SEVERANCE PAY PLAN
AND SUMMARY PLAN DESCRIPTION**

THIS HANCOCK WHITNEY CORPORATION SEVERANCE PAY PLAN (previously known as the Hancock Holding Company Severance Pay Plan) (the "Plan"), is hereby amended and restated by Hancock Whitney Corporation (previously known as Hancock Holding Company) (the "Company"), effective May 25, 2018.

WITNESSETH:

WHEREAS, the Plan was initially adopted by the Company effective July 1, 2012; and

WHEREAS, the Company has the right to amend the Plan, and the Plan has previously been amended from time to time; and

WHEREAS, effective the 25th day of May, 2018, the name of the Company is changed to Hancock Whitney Corporation; and

WHEREAS, the Company desires to restate the Plan solely for the purposes of changing the name of the Plan and otherwise reflecting the new name of the Company and its Affiliates and of incorporating previously approved Plan amendments.

NOW, THEREFORE, the Hancock Whitney Corporation Severance Pay Plan is restated in its entirety as follows:

1. INTRODUCTION: The Plan is intended to be a welfare benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). It provides severance benefits to Eligible Associates of the Company and any subsidiary of the Company at least 80% of which is owned, directly or indirectly, by the Company (these subsidiaries are referred to herein as "Affiliates" and, collectively with the Company, are referred to herein as your "Employer"). This document, including Exhibit A hereto, serves as both the Plan document and its summary plan description.

2. ELIGIBILITY: You may become eligible to receive benefits under the Plan if you are engaged in a Regular, Full-time Employment relationship as an associate of the Company or an Affiliate ("Eligible Associate"). If you are an Eligible Associate, you will remain eligible during any leave of absence authorized by your Employer. Eligibility will terminate, however, if an Eligible Associate fails to return to employment with the Employer by the date an authorized leave of absence expires. The following are not considered Eligible Associates and are not covered under the Plan:

- Temporary associates hired by the Employer to perform services for a specified, limited period of time.
- Occasional associates hired by the Employer to perform services from time to time and who have no regular recurring schedule.
- Leased associates.
- On-call associates who are contracted by the Employer to perform services on an as needed basis for special projects.
- Seasonal associates who are hired by the Employer for summer employment, spring break and/or Christmas break.
- Co-Op associates hired as part of a high school/college cooperative program.

- Project associates hired by the Employer only to perform services in connection with specific projects.
- Independent contractors.
- Individuals hired by the Employer to participate in the Intern programs of the Employer.

3. CONDITIONS FOR BENEFITS: If you are an Eligible Associate, you will be eligible to receive Regular Severance or Partial Severance, as applicable, upon meeting the conditions set forth in this Section.

Regular Severance. You will be eligible to receive Regular Severance, provided you satisfy all of the following conditions as of the date your employment with the Employer ends:

- You are not involuntarily terminated by your Employer for Cause (as defined below) or poor performance or your employment does not end as a result of your disability, death, resignation or retirement;
- Your employment with your Employer is not terminated voluntarily, whether in connection with a program or on an individual basis.
- You have not been offered a Comparable Job (as defined below) with your Employer;
- You have not accepted other Regular, Full-time Employment with your Employer, whether or not it is a Comparable Job;
- You are not a party to any employment, severance, separation or other agreement with your Employer pursuant to which you will be entitled to or will be paid severance benefits in connection with your termination of employment with your Employer;
- You are not covered by the provisions of a merger or other similar acquisition agreement or by a program developed by the Company in connection with a merger or acquisition which provides for the payment of other separation or severance benefits to you by the Company or an Affiliate;
- You comply with any additional requirements that may be imposed by your Employer, such as signing a waiver and release on the form supplied by your Employer; and
- Your Employer certifies that you are eligible to receive benefits.

No involuntary termination of your employment shall be deemed to have occurred and no Regular Severance benefits shall be due hereunder in connection with any Company-wide restructure or reclassification of employee positions and/or pay grade levels.

Partial Severance. You will be eligible to receive Partial Severance only in the event either (1) your hours are permanently reduced to a regular schedule of fewer than 30 hours per week, or (2) your position with the Employer is changed to one that is not eligible for participation in the Plan, and you satisfy all of the following conditions:

- Your reduction in hours or change in position was not requested by you, or was not otherwise a voluntary reduction or change, whether in connection with a program or on an individual basis;
- Your reduction in hours or change in position was not due to poor performance;
- You have not been offered a Comparable Job (as defined below) with your Employer;
- You have not accepted other Regular, Full-time Employment with your Employer, whether or not it is a Comparable Job;
- You are not a party to any employment, severance, separation or other agreement with your Employer pursuant to which you will be entitled to or will be paid benefits in connection with such a reduction of hours or change in position;
- Such reduction in hours or change in position is not a result of a Company-wide restructure or reclassification of employee positions or pay grade levels;
- You are not covered by the provisions of a merger or other similar acquisition agreement or by a program developed by the Company in connection with a merger or acquisition which provides for the payment of other separation or severance benefits to you by the Company or an Affiliate;
- You comply with any additional requirements that may be imposed by your Employer, such as signing a waiver and release on the form supplied by your Employer; and
- Your Employer certifies that you are eligible to receive benefits.

Notwithstanding the foregoing, no Eligible Associate shall be eligible for Regular Severance or Partial Severance if he or she is offered employment by a successor employer in a position that is determined to be comparable (notwithstanding the definition of Comparable Job) by the Plan Administrator and within the time determined by the Plan Administrator. "Successor employer" shall mean an entity that purchases or otherwise assumes an Affiliate, assets, operations, or functions previously owned or performed by the Company or any Affiliate. For example, the purchaser of a branch bank of the Company or an outsourcing agency assuming certain operations of the Employer shall be considered a successor employer.

4. EXCLUSIVE BENEFITS: Benefits under the Plan are in lieu of any other severance or similar amount payable on account of your termination of employment under any other plan, policy or program maintained by your Employer; provided, however, that any Eligible Associate who has entered into an individual, separate agreement with the Employer that provides for the payment of a severance benefit shall receive the benefits under that agreement and shall not be eligible for any severance benefits under the Plan. Further, in the event an Eligible Associate's employment is terminated in connection with an involuntary reduction in force and such Eligible Associate receives additional benefits or other payments in connection with such reduction (unless the Eligible Associate has entered an independent, separate agreement with respect to such additional benefits or payments as provided in the preceding sentence) whether from the Company, an Affiliate, a successor employer or pursuant to any statute, including the Worker Adjustment and Retraining Notification Act ("WARN Act"), any benefits hereunder shall be offset against such additional benefits or other payments. If the Plan Administrator determines in good faith that an Eligible Associate is entitled to WARN Act

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damages or WARN Act notice, the Plan Administrator shall reduce the Eligible Associate's benefit entitlement under the Plan by the WARN Act damages or pay and benefits after receiving WARN Act notice, but not below \$500, and pay the offset amount to the Eligible Associate in satisfaction of the Eligible Associate's WARN Act notice rights or damages. In all other cases, benefits paid under the Plan in excess of \$500 will be treated as having been paid to satisfy any WARN Act damages.

5. **BENEFITS:** Severance consists of cash benefits. The amount of Partial Severance is fixed at 4 weeks of Base Salary. The amount of your Regular Severance is calculated using your Base Salary, the grade level at which you were employed on the date your employment ends and your Years of Service, as follows:

Grade Level	Minimum Number of Weeks	Severance Benefit Formula	Maximum Number of Weeks
50 - 57	4	Minimum + 1 additional week per year of service	26
58 - 61 & Commissioned	13	Minimum + 2 additional weeks per year of service	26
62 - 63	26	Minimum + 2 additional weeks per year of service	52
64 - 68	52	52	52

Years of Service. A "Year of Service" is measured as a consecutive 12-month period of service beginning on the date you first performed services for your Employer and on each anniversary thereof. Partial Years of Service are disregarded.

For Example: If you begin employment on July 1, 2007, and your employment ends on February 15, 2017, you will be credited with nine Years of Service (your service between July 1, 2016, and February 15, 2017, will be disregarded as a partial year).

If you terminate your employment and you are later rehired, only Years of Service after your most recent rehire date will be considered; provided, however, if you are rehired within thirty (30) days of the date of your termination with the Employer, you will be reinstated and deemed hired as of your original employment date. In calculating Years of Service under the preceding provisions, the following shall apply:

- (a) Eligible Associates hired in connection with the merger of Whitney Holding Corporation into Hancock Holding Company (currently known as Hancock Whitney Corporation) who have not

subsequently incurred a termination of employment will receive service credit for their employment with Whitney Holding Corporation and its affiliates (collectively, the "Whitney Affiliates"), calculated from their latest hire date with such Whitney Affiliates.

(b) Individuals who become Eligible Associates on March 11, 2017 (the "Transfer Date") in connection with the acquisition of nine FNBC Bank branches by the Company's subsidiary, Whitney Bank, and who were employed by FNBC Bank on the day immediately preceding the Transfer Date, including those individuals on an approved leave of absence, will receive service credit for their employment with FNBC Bank and its affiliates (collectively, the "FNBC Affiliates"), calculated from their latest hire date with such FNBC Affiliates.

Other than as provided herein with respect to Whitney Affiliates and FNBC Affiliates, Years of Service with any entity prior to such entity becoming an Affiliate of the Company, shall not be taken into consideration under the Plan notwithstanding that such prior service may be considered for purposes of seniority and/or other benefits sponsored by the Company.

Payments. Cash payments under the Plan will be made in the form of a single lump sum within 45 days following the date on which your employment ends (or in the event of a Partial Severance payment, within 45 days following the effective date of the permanent reduction of your regularly scheduled hours or change in position), provided you have satisfied all of the applicable conditions. As a condition of any payment, your Employer will withhold any taxes that are required by law to be withheld.

Notification. You will be provided a minimum of two weeks' notice of termination of your employment. In the event the notice is not provided, you will be paid two weeks of salary in-lieu-of notice in addition to the Regular Severance benefit under the formula provided above. The Plan Administrator reserves the right to increase the notification period at its' sole discretion. However, in no event, shall the notice period be less than two weeks.

Payment Delay. If you are a "specified employee" at the time your employment ceases, your Employer may be required to delay your payment under the Plan until the first business day of the seventh month following your termination. If this delay occurs, payment will be made as soon as practicable, but without liability for interest or loss of investment opportunity. The definition of the term "specified employee" is included in the Internal Revenue Code and is complex. Generally, it refers to "officers" and others with administrative or managerial authority whose annual compensation is in excess of \$130,000 (as may be adjusted from time to time), but not more than a total of 50 employees. Your Employer will determine your status at the time of your termination and inform you if you are a specified employee whose payment is subject to delay.

6. ADMINISTRATION AND CLAIMS: The Company has appointed the Compensation Committee of its Board of Directors (or its designee) as the Plan Administrator. The Plan Administrator has delegated certain of its duties and responsibilities, including but not limited to the day-to-day administration and the claims procedure, to the Human Resources Division of the Company's Affiliate, Whitney Bank, which will carry out many of the administrative functions under the Plan. Among other things, the Human Resources Division determines your position at the time of your termination, whether you are an Eligible Associate, and the amount of your benefit. In connection with its administration of the Plan, the Plan Administrator can adopt rules and procedures and interpret the Plan and any form or document related to the Plan, including

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the resolution of uncertainty created by any conflict, ambiguity or omission contained in the Plan and/or its related documents.

Claims. It is not necessary to make a claim or application to receive your Severance; you will receive any necessary documents from your Employer at the time of your termination. If you believe that you are eligible to receive a benefit under the Plan that has not been paid, or that the amount of your benefit has not been correctly determined, you can make a claim to have your benefit redetermined. To make a claim, you must file a written statement with the Plan Administrator that explains why you believe you are entitled to a payment and identifies the provisions of the Plan you are relying upon to make your claim.

Once your claim is received, the Plan Administrator will respond, in writing, within 90 days. If your claim is denied, in whole or in part, the response will include the reasons why your claim is denied, and it will identify the Plan provisions and employment records upon which the denial is based. You can appeal a denial by writing to the Plan Administrator not later than 60 days after the denial. Your appeal should explain why you believe the denial is incorrect and it should include any information or documents you believe support your position. Before you submit your appeal, you can request copies of any documents in the possession of your Employer that are relevant to the determination of your benefit, such as your salary history or a copy of the Plan. The Plan Administrator will review your appeal and provide you with written notice of its disposition not later than 60 days after it is received.

Arbitration. In the event of any dispute or controversy arising out of or relating to the Plan (including but not limited to interpretation or implementation of the Plan, benefits under the Plan, and any dispute involving a claim under Section 502(a) of ERISA) between or among you and the Company, the Employer, the Plan, or any party associated with the Plan, such dispute or controversy must first be pursued through the Plan's claims procedures to the extent applicable. Once those procedures have been exhausted or if they are inapplicable, any remaining dispute or controversy must be resolved by binding arbitration, not in court. Any arbitration proceeding will be conducted in accordance with the Federal Arbitration Act and the employment rules of the American Arbitration Association ("AAA"). Any dispute or claim will be presented to a single arbitrator selected by mutual agreement (or, failing such an agreement, the arbitrator will be selected in accordance with the rules of the AAA). In the arbitration, no individual or entity shall have the right to pursue any dispute or controversy in a representative capacity or as a class action or collective actions, and all such rights are waived.

The arbitrator will provide deference to any determination by the Plan Administrator, and will overturn such determination only if the arbitrator finds the Plan Administrator's determination was arbitrary and capricious and the result of an abuse of the Plan Administrator's discretion under the Plan. The arbitrator will also defer to the factual determinations made by the Plan Administrator. All determinations of the arbitrator will be final and binding upon all parties to the arbitration. In any arbitration involving the Employer and an associate, the Employer will bear all reasonable costs in connection with the arbitration proceedings, although if the Plan Administrator determines that a claim is frivolous and that determination is upheld by the arbitrator, the associate will bear such costs. The venue for any arbitration proceeding and for any judicial proceeding related to this arbitration provision (including a judicial proceeding to enforce this provision) will be in Gulfport, Mississippi, or such other location within the Company's service territory designated by the Company.

7. **DEFINITIONS:**

Cause. You will be deemed to be terminated for "Cause" if your employment is involuntarily terminated because you have:

- Unacceptable performance;
- Insubordination;
- Violated your Employer's policies or procedures;
- Violated your Employer's "Code of Conduct"; or
- Other forms of misconduct as may be determined by the Employer in its sole discretion.

Any determination of whether you have been terminated for Cause will be made in the sole and absolute discretion of your Employer.

Base Salary. Your "Base Salary" is your periodic, regular rate of pay, whether salaried or hourly, determined without regard to any overtime, bonus, incentive, commission, equity compensation, fringe benefit or similar amount.

Change in Control. The Company's Board of Directors determines whether a "Change in Control" has occurred using the following guidelines:

- The acquisition by any one person or by more than one person acting as a group, of ownership of stock that, together with stock held by such person or group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the stock of the Company;
- The acquisition by any one person, or by more than one person acting as a group, during the twelve-month period ending on the date of the most recent acquisition, of ownership of stock possessing fifty percent (50%) or more of the total voting power of the stock of the Company;
- The replacement during any twelve-month period of a majority of the members of the board of the Company by directors whose appointment or election is not endorsed by a majority of the members of such board before the date of such appointment or election; or
- The acquisition by any one person, or more than one person acting as a group, during the twelve-month period ending on the date of the most recent acquisition, of assets of the Company having a total gross fair market value of more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions.

Comparable Job. A "Comparable Job" means a position offered to you that satisfies all of the following conditions:

- It has a Base Salary that has been reduced by no more than 10% of your then-current Base Salary;

- It has a pay grade that is no more than two pay grades lower than your then-current position; and
- It has a job site within 35 miles of your current job site.

Regular, Full-time Employment. "Regular, Full-time Employment" means common law employment as an associate of the Employer, who is regularly-scheduled to work 30 or more hours per week on a recurring basis.

8. GENERAL PROVISIONS:

Spendthrift Provision. Your benefits hereunder are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge to such benefit will be void and given no effect. Any benefit payable under the terms of the Plan is not subject to attachment or legal process, and any such action shall not be recognized by your Employer.

Employment Rights. Participation in the Plan is not an employment agreement; nothing contained in the Plan gives you the right to be retained in the employ of your Employer or otherwise modifies your "at will" employment status.

Amendment or Termination. Except as provided below, your Employer has no obligation to maintain the Plan for any particular length of time; the Company, or to the extent delegated by the Company, the Plan Administrator, possesses the right, at any time, to amend or terminate the Plan, in whole or in part. Notwithstanding this general authority (i) no amendment or termination will change the amount of your benefit if you are or become eligible to receive it before the adoption or effective date of the amendment or termination, and (ii) no amendment or termination can be made effective during the 12-month period following a Change in Control without your written consent. If the Plan is amended or terminated, you will receive written notice.

Rehire. If you are rehired by your Employer, you may be required to repay all or a portion of any cash benefit paid to you under the Plan. If the number of weeks of Base Salary on which the severance payment you received under the Plan was calculated is greater than the number of weeks between your termination and reemployment dates, upon your rehire as an Eligible Associate you may be required to repay to your Employer the portion of the severance benefit attributable to such excess weeks.

Successors; Binding Plan. The Plan is binding upon your Employer and any successor to your Employer, whether by purchase, merger, consolidation or otherwise. The Plan inures to your benefit and is enforceable by you, including your personal or legal representatives, and executors or heirs. If you die while any amount is payable to you, the remaining amount will be paid to your surviving spouse, if any and otherwise to your estate.

Governing Law. The Plan is governed by federal law to the extent applicable, and to the extent not applicable, by the laws of the State of Mississippi.

General Assets. Benefits payable from the Plan are paid solely from the general assets of the Employer. The Employer has not established a trust or earmarked any asset to pay benefits, and it has not acquired any form of insurance to fund your benefits.

Severability. In the event that any provision of the Plan be declared or determined by any arbitrator or court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining parts, terms or provisions shall not be affected thereby and any illegal, invalid or unenforceable part, term or provision shall be deemed not to be a part of the Plan.

This amended and restated Hancock Whitney Corporation Severance Pay Plan, consisting of this and the preceding eight pages, was executed this the 25th day of May, 2018, but effective as of the date first noted above.

HANCOCK WHITNEY CORPORATION

By: Rudi Wetzel

Name: Rudi Wetzel

Title: EVP, CHRO

**EXHIBIT A
GENERAL INFORMATION**

Name of Plan: Hancock Whitney Corporation Severance Pay Plan

Name and Address of the Company:
Hancock Whitney Corporation
Post Office Box 4019, Gulfport, MS 39502

Employer Identification Number: 64-0693170

Affiliates: Members of the parent and subsidiary group affiliated with Hancock Whitney Corporation, including:

Hancock Whitney Bank	EIN 64-0169065
Hancock Whitney Investment Services	EIN 64-0867168
Hancock Whitney Equipment Finance	EIN 47-5079398

Plan Identification Number: 501

Type of Plan: Unfunded welfare benefit plan funded by the general assets of the Company and its affiliates

Plan Administrator: The Compensation Committee of the Company's Board of Directors, Post Office Box 4019, Gulfport, MS 39502; Attn: Human Resources. The Plan Administrator has delegated certain administrative functions to the Company's Human Resources Division.

Agent for Service of Legal Process: Plan Administrator

Plan Year: The calendar year.

Events That May Cause a Loss of Benefits: The following events, among others, may cause a loss of your benefits or a delay in payment:

- The Company reserves the right to amend or terminate the Plan.
- If you are terminated for Cause or for poor performance, or if your

employment ends on account of your death, disability, retirement, resignation, or other voluntary termination, you may not receive benefits.

- If you are employed by a successor employer following your termination, you may not receive benefits.
- If you are rehired, you may be required to return a portion of the payments previously made to you.

ERISA Rights: If you are an Eligible Associate, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended, called "ERISA." ERISA provides that you are entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the plan, including any insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Administration and the Plan's most recent summary Plan description. You are entitled to obtain copies of these documents by providing a written request to the Plan Administrator; you may be charged a nominal fee for copying them.
- Receive a summary of the Plan's annual financial report.

Prudent Actions by Plan Fiduciaries. In addition to creating rights for participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries," have a duty to act prudently and in the interests of you and other participants and beneficiaries. No one can terminate you or otherwise discriminate against you in any way to prevent you from obtaining benefits or exercising your rights under ERISA.

Enforce Your Rights. If your claim for benefits is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit

in a state or federal court. If fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds your claim is frivolous).

Assistance With Your Questions. If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hot line of the Employee Benefits Security Administration.

HANCOCK WHITNEY CORPORATION

SEVERANCE PAY PLAN

SUMMARY PLAN DESCRIPTION

This Summary Plan Description is the actual Plan document without the signature page.

**FIRST AMENDMENT TO
HANCOCK WHITNEY CORPORATION
SEVERANCE PAY PLAN**

HANCOCK WHITNEY CORPORATION (the “Company”) hereby amends the **HANCOCK WHITNEY CORPORATION SEVERANCE PAY PLAN** (the “Plan”) this the 12th day of July, 2018.

WITNESSETH:

WHEREAS, effective the 1st day of July, 2012, the Company established the Plan to provide severance benefits to eligible Associates of the Company and/or of its Affiliates; and

WHEREAS, pursuant to the terms of the Plan, the Company reserved the right to amend the Plan at any time provided no such amendment affects the amount of any benefit an Associate has become entitled to receive before the adoption or effective date of the amendment; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety effective May 25, 2018; and

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

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

I.

Section 5 of the Plan is amended by the addition of a new subparagraph (c) at the end of the second paragraph in the Subsection titled **Years of Service** to read as follows:

(c) Individuals who become Eligible Associates on July 14, 2018 (the “Transfer Date”) in connection with the acquisition by the Company’s subsidiary, Hancock Whitney Bank of certain business operations of Capital One, and who were employed by Capital One on the day immediately preceding the Transfer Date, including those individuals on an approved leave of absence who return to work within six months following the Transfer Date (or such later date as is required by applicable law), will receive service credit for their employment with Capital One and its affiliates (collectively, the “Capital One Affiliates”), to the same extent that such service with Capital One Affiliates was credited

(as of the day immediately preceding the Transfer Date) under the severance or other analogous benefit program sponsored by Capital One.

II.

Section 5 of the Plan is further amended by the deletion of the last paragraph in the Subsection titled **Years of Service** and the substitution of the following:

Other than as provided herein with respect to Whitney Affiliates, FNBC Affiliates and Capital One Affiliates, Years of Service with any entity prior to such entity becoming an Affiliate of the Company, shall not be taken into consideration under the Plan notwithstanding that such prior service may be considered for purposes of seniority and/or other benefits sponsored by the Company.

III.

This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

IV.

Capitalized terms used in this Amendment shall have the same meaning as when used in the Plan unless otherwise specifically provided herein.

V.

Except as amended herein, the Plan shall remain unchanged.

IN WITNESS WHEREOF, the Company has caused this Amendment to be executed by its officer thereunto duly authorized as of the date first noted above.

HANCOCK WHITNEY CORPORATION

By: 

Title: EVP, CHRO

**SECOND AMENDMENT TO
HANCOCK WHITNEY CORPORATION
SEVERANCE PAY PLAN**

HANCOCK WHITNEY CORPORATION (the “Company”) hereby amends the **HANCOCK WHITNEY CORPORATION SEVERANCE PAY PLAN** (the “Plan”) this the 20th day of September, 2019.

WITNESSETH:

WHEREAS, effective the 1st day of July, 2012, the Company established the Plan to provide severance benefits to Eligible Associates of the Company and/or of its Affiliates; and

WHEREAS, pursuant to the terms of the Plan, the Company reserved the right to amend the Plan at any time provided no such amendment affects the amount of any benefit an Associate has become entitled to receive before the adoption or effective date of the amendment; and

WHEREAS, the Plan has been amended from time to time and was most recently amended and restated in its entirety effective May 25, 2018; and

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

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

I.

Section 3 of the Plan is amended by the addition under the Subsection for “Regular Severance” of a new bullet point to the list of conditions for eligibility to receive Regular Severance payment, to read as follows:

- You are not covered by the MidSouth Bank Severance Pay Plan.

II.

Section 3 of the Plan is further amended by the addition under the Subsection for “Partial Severance” of a new bullet point to the list of conditions for eligibility to receive Partial Severance payment, to read as follows:

- You are not covered by the MidSouth Bank Severance Pay Plan.

III.

Section 5 of the Plan is amended by the addition of a new subparagraph (d) at the end of the second paragraph in the Subsection titled **Years of Service** to read as follows:

(d) Individuals who become Eligible Associates on September 21, 2019, or, if different, the actual effective date of the mergers of MidSouth Bancorp, Inc. and its wholly-owned subsidiary, MidSouth Bank, N.A., with and into the Company and its, wholly-owned subsidiary, Hancock Whitney Bank, (the "Transfer Date") and who were employed by MidSouth or a subsidiary thereof on the day immediately preceding the Transfer Date, will receive service credit for their employment with MidSouth and its subsidiaries (collectively, the "MidSouth Affiliates"), to the same extent that such service with MidSouth Affiliates was credited (as of the day immediately preceding the Transfer Date) under the severance or other analogous benefit program sponsored by MidSouth and/or its subsidiaries.

IV.

Section 5 of the Plan is further amended by the deletion of the last paragraph in the Subsection titled **Years of Service**, as previously amended, and the substitution of the following:

Other than as provided herein with respect to Whitney Affiliates, FNBC Affiliates, Capital One Affiliates and MidSouth Affiliates, Years of Service with any entity prior to such entity becoming an Affiliate of the Company, shall not be taken into consideration under the Plan notwithstanding that such prior service may be considered for purposes of seniority and/or other benefits sponsored by the Company.

V.

This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

VI.

Capitalized terms used in this Amendment shall have the same meaning as when used in the Plan unless otherwise specifically provided herein.

VII.

Except as amended herein, the Plan, as previously amended, shall remain unchanged.

IN WITNESS WHEREOF, the Company has caused this Amendment to be executed by its officer thereunto duly authorized as of the date first noted above.

HANCOCK WHITNEY CORPORATION

By: 

Title: EVP, CHRO