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**APPLICATION**

to the

**BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM**

by

**THE TORONTO-DOMINION BANK**

and its subsidiary bank holding companies

for prior approval to acquire

**FIRST HORIZON CORPORATION**

Pursuant to Sections 3(a)(2), 3(a)(3) and 3(a)(5)  
of the Bank Holding Company Act of 1956, as amended,  
and Regulation Y promulgated thereunder

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**March 21, 2022**

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Board of Governors of the Federal Reserve System



# Application to Become a Bank Holding Company and/or Acquire an Additional Bank or Bank Holding Company—FR Y-3

**The Toronto-Dominion Bank**

Corporate Title of Applicant

66 Wellington Street West

Street Address

Toronto, Canada M5K 1A2

City

State

Zip Code

**Foreign Bank**

(Type of organization, such as corporation, partnership, business trust, association, or trust)

Hereby applies to the Board pursuant to:

- (1) Section 3(a)(1) of the Bank Holding Company Act of 1956, as amended, (“BHC Act”—12 U.S.C. §1842), under “Procedures for other bank acquisition proposals” as described in section 225.15 of Regulation Y;
- (2) Section 3(a)(3) of the BHC Act, under “Procedures for other bank acquisition proposals” as described in section 225.15 of Regulation Y; or
- (3) Section 3(a)(5) of the BHC Act, under “Procedures for other bank acquisition proposals” as described in section 225.15 of Regulation Y.

for prior approval of the acquisition of direct or indirect ownership, control, or power to vote at least 100% of a class of voting shares or otherwise to control:

**First Horizon Corporation**

Corporate Title of Bank or Bank Holding Company

165 Madison Avenue

Street Address

Memphis TN 38103

City

State

Zip Code

Does applicant request confidential treatment for any portion of this submission?

Yes

- As required by the General Instructions, a letter justifying the request for confidential treatment is included.
- The information for which confidential treatment is being sought is separately bound and labeled “Confidential.”

No

Name, title, address, telephone number, and facsimile number of person(s) to whom inquiries concerning this application may be directed:

Kashif Zaman  
Name

Vice President (M&A and Treasury)  
Title

66 Wellington Street West  
Street Address

Toronto, Canada \_\_\_\_\_ M5K 1A2  
City State Zip Code

(416) 963-2585  
Area Code / Phone Number

\_\_\_\_\_  
Area Code / FAX Number

Adam Cohen  
Name

Partner, Simpson Thacher & Bartlett LLP  
Title

90 G Street NW  
Street Address

Washington \_\_\_\_\_ DC \_\_\_\_\_ 20001  
City State Zip Code

(202) 636-5578  
Area Code / Phone Number

(202) 636-5502  
Area Code / FAX Number

**Certification**

I certify that the information contained in this application has been examined carefully by me and is true, correct, and complete, and is current as of the date of this submission to the best of my knowledge and belief. I acknowledge that any misrepresentation or omission of a material fact constitutes fraud in the inducement and may subject me to legal sanctions provided by 18 U.S.C. §1001 and §1007.

I also certify, with respect to any information pertaining to an individual and submitted to the Board in (or in connection with) this application, that the applicant has the authority, on behalf of the individual, to provide such information to the Board and to consent or to object to public release of such information. I certify that the applicant and the involved individual consent to public release of any such information, except to the extent set forth in a written request by the applicant or the individual, submitted in accordance with the Instructions to this form and the Board’s Rules Regarding

Availability of Information (12 C.F.R. Part 261), requesting confidential treatment for the information.

I acknowledge that approval of this application is in the discretion of the Board of Governors of the Federal Reserve System (the “Federal Reserve”). Actions or communications, whether oral, written, or electronic, by the Federal Reserve or its employees in connection with this filing, including approval if granted, do not constitute a contract, either express or implied, or any other obligation binding upon the agency, the United States or any other entity of the United States, or any officer or employee of the United States. Such actions or communications will not affect the ability of the Federal Reserve to exercise its supervisory, regulatory, or examination powers under applicable laws and regulations. I further acknowledge that the foregoing may not be waived or modified by any employee or agency of the Federal Reserve or of the United States.

Signed this 21st day of March 2022  
Day Month Year



\_\_\_\_\_  
Signature of Chief Executive Officer or Designee

BARBARA HOOPER SEVP, Treasury, Corporate Development, Strategic Sourcing & Real Estate

Print or Type Name Title

Board of Governors of the Federal Reserve System



# Application to Become a Bank Holding Company and/or Acquire an Additional Bank or Bank Holding Company—FR Y-3

**TD Group US Holdings LLC**

Corporate Title of Applicant

251 Little Falls Drive

Street Address

Wilmington

DE

19808

City

State

Zip Code

Limited Liability Company

(Type of organization, such as corporation, partnership, business trust, association, or trust)

Hereby applies to the Board pursuant to:

- (1) Section 3(a)(1) of the Bank Holding Company Act of 1956, as amended, (“BHC Act”—12 U.S.C. §1842), under “Procedures for other bank acquisition proposals” as described in section 225.15 of Regulation Y;
- (2) Section 3(a)(3) of the BHC Act, under “Procedures for other bank acquisition proposals” as described in section 225.15 of Regulation Y; or
- (3) Section 3(a)(5) of the BHC Act, under “Procedures for other bank acquisition proposals” as described in section 225.15 of Regulation Y.

for prior approval of the acquisition of direct or indirect ownership, control, or power to vote at least 100% of a class of voting shares or otherwise to control:

**First Horizon Corporation**

Corporate Title of Bank or Bank Holding Company

165 Madison Avenue

Street Address

Memphis

TN

38103

City

State

Zip Code

Does applicant request confidential treatment for any portion of this submission?

Yes

As required by the General Instructions, a letter justifying the request for confidential treatment is included.

The information for which confidential treatment is being sought is separately bound and labeled “Confidential.”

No



Name, title, address, telephone number, and facsimile number of person(s) to whom inquiries concerning this application may be directed:

Kashif Zaman  
Name

Adam Cohen  
Name

Vice President (M&A and Treasury)  
Title

Partner, Simpson Thacher & Bartlett LLP  
Title

66 Wellington Street West  
Street Address

90 G Street NW  
Street Address

Toronto, Canada M5K 1A2  
City State Zip Code

Washington DC 20001  
City State Zip Code

(416) 963-2585  
Area Code / Phone Number

(202) 636-5578  
Area Code / Phone Number

Area Code / FAX Number

(202) 636-5502  
Area Code / FAX Number

### Certification


I certify that the information contained in this application has been examined carefully by me and is true, correct, and complete, and is current as of the date of this submission to the best of my knowledge and belief. I acknowledge that any misrepresentation or omission of a material fact constitutes fraud in the inducement and may subject me to legal sanctions provided by 18 U.S.C. §1001 and §1007.

I also certify, with respect to any information pertaining to an individual and submitted to the Board in (or in connection with) this application, that the applicant has the authority, on behalf of the individual, to provide such information to the Board and to consent or to object to public release of such information. I certify that the applicant and the involved individual consent to public release of any such information, except to the extent set forth in a written request by the applicant or the individual, submitted in accordance with the Instructions to this form and the Board's Rules Regarding

Availability of Information (12 C.F.R. Part 261), requesting confidential treatment for the information.

I acknowledge that approval of this application is in the discretion of the Board of Governors of the Federal Reserve System (the "Federal Reserve"). Actions or communications, whether oral, written, or electronic, by the Federal Reserve or its employees in connection with this filing, including approval if granted, do not constitute a contract, either express or implied, or any other obligation binding upon the agency, the United States or any other entity of the United States, or any officer or employee of the United States. Such actions or communications will not affect the ability of the Federal Reserve to exercise its supervisory, regulatory, or examination powers under applicable laws and regulations. I further acknowledge that the foregoing may not be waived or modified by any employee or agency of the Federal Reserve or of the United States.

Signed this 21st day of March 2022  
Day Month Year

  
Signature of Chief Executive Officer or Designee

Mark R. Chauvin President & CEO, TOGUS  
Print or Type Name Title

Board of Governors of the Federal Reserve System



# Application to Become a Bank Holding Company and/or Acquire an Additional Bank or Bank Holding Company—FR Y-3

**TD Bank US Holding Company**

Corporate Title of Applicant

1701 Route 70 East

Street Address

Cherry Hill

NJ

08034

City

State

Zip Code

**Corporation**

(Type of organization, such as corporation, partnership, business trust, association, or trust)

Hereby applies to the Board pursuant to:

- (1) Section 3(a)(1) of the Bank Holding Company Act of 1956, as amended, (“BHC Act”—12 U.S.C. §1842), under “Procedures for other bank acquisition proposals” as described in section 225.15 of Regulation Y;
- (2) Section 3(a)(3) of the BHC Act, under “Procedures for other bank acquisition proposals” as described in section 225.15 of Regulation Y; or
- (3) Section 3(a)(5) of the BHC Act, under “Procedures for other bank acquisition proposals” as described in section 225.15 of Regulation Y.

for prior approval of the acquisition of direct or indirect ownership, control, or power to vote at least 100% of a class of voting shares or otherwise to control:

**First Horizon Corporation**

Corporate Title of Bank or Bank Holding Company

165 Madison Avenue

Street Address

Memphis

TN

38103

City

State

Zip Code

Does applicant request confidential treatment for any portion of this submission?

Yes

As required by the General Instructions, a letter justifying the request for confidential treatment is included.

The information for which confidential treatment is being sought is separately bound and labeled “Confidential.”

No



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**TABLE OF CONFIDENTIAL EXHIBITS**

**(CONTAINED IN A SEPARATELY BOUND CONFIDENTIAL VOLUME)**

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## PRELIMINARY STATEMENT

### I. INTRODUCTION

#### A. Transaction Overview

This application (together with accompanying information on Form FR Y-3, the “Application”) is respectfully submitted by The Toronto-Dominion Bank (“TDB”) and its subsidiary bank holding companies, TD Group US Holdings LLC (“TDGUS”) and TD Bank US Holding Company (“TDBUSH” and, together with TDB and TDGUS, “TD” or the “Applicant”) to the Board of Governors of the Federal Reserve System (“Board”) and the Federal Reserve Bank of Philadelphia (“Reserve Bank”), pursuant to Sections 3(a)(2), 3(a)(3) and 3(a)(5) of the Bank Holding Company Act of 1956, as amended (the “BHC Act”), and Sections 225.11 and 225.15 of Regulation Y thereunder, for the Board’s approval of the following:

- The merger of Falcon Holdings Acquisition Co. (“Merger Sub”), a Delaware corporation and a direct wholly-owned subsidiary of TDBUSH, with and into First Horizon Corporation (“FHN”), with FHN as the surviving corporation (the “Parent Merger”) and the indirect acquisition by TDBUSH, TDGUS and TDB of control of FHN’s sole insured depository institution subsidiary, First Horizon Bank, resulting from the Parent Merger;
- Following the effective date of the Parent Merger, at TDB’s election, the merger of FHN with and into TDBUSH, with TDBUSH as the surviving corporation (the “Second Step Merger”), and the resulting direct acquisition by TDBUSH of control of First Horizon Bank; and
- Following the effective date of the Parent Merger, and in the event that the Bank Merger (as defined below) were to occur prior to the Second Step Merger, the acquisition of shares of TD Bank, National Association by FHN pursuant to the Bank Merger (the “Bank Share Acquisition”).<sup>1</sup>

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<sup>1</sup> TD currently expects that it will elect to complete the Second Step Merger within several weeks of the completion of the Parent Merger, and that the Bank Merger will be consummated promptly following the Second Step Merger. In such event, First Horizon Bank would be a direct subsidiary bank of First Horizon Corporation immediately prior to the completion of the Second Step Merger, and a direct subsidiary bank of TDBUSH immediately following the completion of the Second Step Merger. Also in such event, the Bank Share Acquisition would not occur.

In the alternative, TD may elect to effect the Bank Merger prior to the completion of the Second Step Merger and/or not to effect the Second Step Merger. In such event, First Horizon Corporation would be expected to remain a bank holding company immediately prior to the completion of the Second Step Merger based on the presumptions of control set forth in 12 C.F.R. § 225.32, and the Bank Share Acquisition would occur upon completion of the Bank Merger. In either event, TD would nevertheless expect that the Bank Merger will be consummated shortly following the Parent Merger.

TD requests approval for each of these transactions to preserve its ability to effect either alternative provided for under the Parent Merger Agreement and Bank Merger Agreement. Solely with respect to the Bank Share Acquisition, TD requests that First Horizon Corporation, as a subsidiary of TDBUSH following the Parent Merger, be considered an “applicant” for purposes of this request. TD also notes that both the Second Step

The Parent Merger will be effected pursuant to an Agreement and Plan of Merger, dated February 27, 2022, among TDB, TDBUSH, Merger Sub and FHN (the “Parent Merger Agreement”), a copy of which is provided as Public Exhibit 1. Following the consummation of the Parent Merger, TD intends to merge First Horizon Bank with and into TD Bank, National Association (“TDBNA”), a direct wholly-owned national bank subsidiary of TDBUSH, with TDBNA as the surviving entity (the “Bank Merger” and, together with the Parent Merger, the Second Step Merger and the Bank Share Acquisition, the “Proposed Transaction”), subject to receipt of applicable regulatory approvals, including by Office of the Comptroller of the Currency (the “OCC”) for the Bank Merger under the Bank Merger Act. The Bank Merger will be effected pursuant to an Agreement and Plan of Merger, dated February 27, 2022 (the “Bank Merger Agreement”), a copy of which is provided as Confidential Exhibit 1, and, as discussed below, may occur either before or after the Second Step Merger, at TDB’s election.

A diagram of the Applicant’s simplified organizational structure before and after the Proposed Transaction is included as Public Exhibit 2.

The Applicant currently expects that the Second Step Merger will be completed within several weeks of the completion of the Parent Merger, and that the Bank Merger will be consummated promptly following the Second Step Merger, such that TD will not operate First Horizon Bank as a separate subsidiary for more than a brief period of time.<sup>2</sup>

## **B. Key Public Benefits**

The Applicant believes that the Proposed Transaction will create a unique opportunity to provide enhanced services to the customers and communities of both banks through a deepened and expanded East Coast, Mid-Atlantic, and Southeast footprint, and access to TD’s strong consumer product suite and legendary service model. The combined organization will be positioned to provide customers with leading digital capabilities, longer store hours, and easy-to-access account opening, as well as provide other public benefits, including those summarized below.

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Merger and the Bank Share Acquisition would constitute internal corporate reorganizations, as described further below. Nevertheless, TD requests approval for each of these transactions in the event that the Board were to determine not to waive the BHC Act application requirements for such transactions.

In particular, the Second Step Merger (in the event that it occurs prior to the Bank Merger) would involve the merger of holding companies (FHN and TDBUSH) that are subsidiaries of TDGUS at the time of the Second Step Merger.

In addition, the Bank Share Acquisition would involve the acquisition of shares of a subsidiary bank (*i.e.*, TDBNA following the Bank Merger) by a commonly controlled subsidiary holding company (*i.e.*, FHN) resulting from the acquisition by FHN (as the surviving corporation in the Parent Merger) of shares of TDBNA upon completion of the Bank Merger in exchange for the shares in First Horizon Bank held by FHN immediately prior to the Bank Merger, in the event that the Second Step Merger (which may, at TDB’s election, occur prior to or after the Bank Merger) were to occur after the Bank Merger.

<sup>2</sup> As described in note 1, in the alternative, TD may elect to effect the Bank Merger prior to the completion of the Second Step Merger and/or not to effect the Second Step Merger. In either event, TD would nevertheless expect that the Bank Merger will be consummated shortly following the Parent Merger, such that TD will not operate First Horizon Bank as a separate subsidiary for more than a brief period of time.



- Introducing Applicant’s Differentiated Customer-Centric Brand in New Markets:*  
 The greater scale and market coverage resulting from the Proposed Transaction will increase competition in the Southeast markets into which the Applicant would enter as a result of the Proposed Transaction, while resulting in very limited overlapping branch bank operations (with the resulting organization holding no more than 6% of state-wide deposits in any state with overlapping branches). Further, the Proposed Transaction would help meet the evolving needs of customers, including through the Applicant’s legendary customer service model as America’s Most Convenient Bank®. Through the Applicant’s expanded East Coast, Mid-Atlantic and Southeast branch network, FHN customers would enjoy improved digital and mobile products, extended branch hours and enhanced service capabilities together with the Applicant’s “Unexpectedly Human” interactions across all of its channels. The Applicant’s extensive branch and ATM network provide the longest hours in its markets and “Always-On” customer service (including through call center and 24-hour online and mobile support). Moreover, the Applicant’s “OneTD” model (which eliminates banking silos and provides a one-stop shopping experience for all consumer and business customers) provides the feel and customer-oriented approach of a local community bank, supported by the technology and resources of a top-ten U.S. banking organization. The Applicant also recently implemented customer-oriented enhancements to its overdraft policies to better support its customers’ long-term financial well-being, which enhancements would benefit FHN’s customers following consummation of the Proposed Transaction.
- Strong Community Partner:* The Proposed Transaction will also provide greater opportunities for the combined organization to invest in the growth of the communities it serves, which has long been the highest priority for TD as reflected in the “Outstanding” overall CRA rating of TDBNA received in its most recent CRA performance evaluation (as well as in two of its last three CRA performance evaluations). The Applicant and FHN are both strong corporate citizens, with well-established reputations for serving all segments of their communities, including by prioritizing affordable and inclusive financial access, promoting diversity and inclusion, addressing systemic racism and fostering the economic empowerment of disadvantaged communities, and supporting sustainable practices and environmental stewardship. In particular, TD and FHN are committed to maintaining their excellent record of serving low-income communities and supporting minority-led institutions. TD proudly invests in its communities and has deep community engagement, supported by its local leadership model.

The Applicant also launched the TD Ready Commitment in 2018 to work towards a more inclusive and sustainable tomorrow and, in so doing, act as a positive change agent across its footprint by connecting, enriching and supporting the communities which it serves. As part of the TD Ready Commitment, TD has targeted a total of approximately \$750 million in community giving by 2030 and a

total of approximately \$75 billion toward low-carbon initiatives through lending, financing, asset management and internal corporate programs by 2030.<sup>3</sup>

- *Commitment to Local Communities:* The Proposed Transaction represents an opportunity for the Applicant to launch the growth of its footprint contiguously into attractive Southeastern markets and provides the foundation for the Applicant's further expansion into Texas and Georgia. To that end, the Applicant has announced that, in connection with the Proposed Transaction, it expects there to be no merger-related branch closures.
- *Commitment to Employees:* TD has also announced that it plans to retain all First Horizon Bank client-facing bankers, who have a demonstrated record of serving FHN's customers. Further, in connection with the Proposed Transaction, FHN has announced that it will be raising its minimum wage to \$18 per hour to match TD's minimum wage, effective April 10, 2022.
- *Robust Financial Strength Without Increasing Systemic Risk or Reducing Competition:* The Applicant's financial strength, business model, credit culture and focus on efficiency have enabled it to deliver solid financial performance even in challenging economic environments. The Proposed Transaction will result in a combined company with a strong and resilient capital base and liquidity position, with greater financial resources to invest in customer product enhancements and technology for client experience improvements, as well as long-term investments in the communities and customers of both organizations. At the same time, the Proposed Transaction will not result in any significant increase in systemic risk to the U.S. financial system, since the combination of the Applicant's and FHN's conservative regional bank business models will not significantly change the Applicant's systemic risk profile. In addition, the Proposed Transaction will not have adverse competitive effects or result in decreased competition in the limited number of markets in which the Applicant and FHN have overlapping branch operations. To the contrary, the Proposed Transaction would promote competition by creating a stronger and more competitive combined institution with greater financial resources to invest in customer product enhancements and technology for client experience improvements and to make long-term investments in the communities and customers of both organizations.
- *Sophisticated Technology and Digital Banking Capabilities:* TD understands that customer behavior has evolved greatly, as more customers are migrating quickly to online and digital-based products and services. The Proposed Transaction will help meet these evolving needs of customers of both FHN and the Applicant by providing greater access to the Applicant's existing and developing suite of digital banking tools. For example, the Applicant offers robust, scalable digital capabilities, including mobile deposit, card lock/unlock features, password

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<sup>3</sup> All dollar amounts presented in this Application are expressed in U.S. dollars except as otherwise indicated.

security services and curbside debit card delivery. The Proposed Transaction will provide the combined bank with greater financial resources to invest in customer product enhancements and technology for further client experience improvements.

Additional information regarding the Proposed Transaction is provided below. For the reasons set forth in this Application, TD believes that the Proposed Transaction satisfies all of the criteria that the Board is required to consider under Section 3 of the BHC Act and applicable regulations in order to approve this Application on a timely basis.

## **II. PARTIES TO THE PROPOSED TRANSACTION**

### **A. TD and its Subsidiaries**

#### **1. TDB**

TDB is a Schedule I bank under the Bank Act (Canada), and a financial holding company under the BHC Act with \$1.4 trillion in global assets at January 31, 2022. TDB also maintains a federally-licensed branch located in New York (the “New York Branch”) that, among other things, supports U.S. Wholesale Banking activities.

TDGUS was established on July 1, 2015 and was designated as TDB’s intermediate holding company for purposes of the Board’s Regulation YY on July 1, 2016. As of December 31, 2021, TDGUS held \$524.4 billion in total consolidated assets. In addition to its U.S. retail banking operations, TDGUS is the parent holding company of certain other nonbank subsidiaries, including TD Securities (USA) LLC, which operates as a broker-dealer in U.S. debt, corporate debt, equity and money market securities and acts as principal and an agent in the underwriting, distribution and private placement of debt and equity securities and other financial instruments.

On October 6, 2020, TDGUS acquired an approximately 13.5% stake in The Charles Schwab Corporation (“Schwab”) following the completion of Schwab’s acquisition of TD Ameritrade Holding Corporation, of which TDGUS was an approximate 43% shareholder. TDGUS’ ownership position in Schwab consists of approximately 9.9% of Schwab’s outstanding voting common shares with the remainder in Schwab non-voting common shares.

TDB’s other U.S. bank holding company, TDBUSH, is a direct wholly-owned subsidiary of TDGUS and serves as the direct parent bank holding company of TD’s two U.S. bank subsidiaries, TDBNA and TD Bank USA, National Association (“TDBUSA”). As of December 31, 2021, TDBNA and TDBUSA held a combined \$453.4 billion in assets and a combined \$396.4 billion in U.S. deposits.

Each of TDGUS and TDBUSH has elected to be treated as a financial holding company under the BHC Act.

## 2. TD Bank, National Association

TDBNA is a national bank with its main office located in Wilmington, Delaware, a direct wholly-owned subsidiary of TDBUSH and an indirect wholly-owned subsidiary of TDGUS.<sup>4</sup> TDBNA, which traces its roots in the United States to 1852, with the opening of the Portland Savings Bank, is one of two indirect bank subsidiaries of TDGUS, the U.S. intermediate holding company of TDB for purposes of the Board's Regulation YY. With a network of approximately 1,150 branches throughout the Northeast, Mid-Atlantic, Metro D.C., the Carolinas, and Florida, TDBNA and its subsidiaries provide a broad range of retail, commercial, and small business banking products and services.

TDBNA provides a broad range of services including real-estate, commercial and consumer loans; deposit products and services; as well as trust and financial advisory services to personal, business, corporate, and institutional clients. TDBNA provides banking products and services to individual and business customers through six core business lines.

TDBNA's "Consumer Deposits Products and Payments" business line offers a large variety of checking and savings products, along with money market accounts and certificates of deposits, to individual customers. Its "Residential Lending" business line provides various mortgage and home equity lending products. The "Credit Card & Unsecured Lending" business line provides branded credit cards and personal unsecured loans, and also manages the bank's Retail Card Services sales financing business. Through its "Corporate Products & Services" business line, TDBNA provides deposit services to three non-retail customer segments: small businesses, commercial customers and governments.

TDBNA's "Commercial Lending – Regional" business line sells and manages credit and ancillary products for regionally based commercial banking customers. In addition, its "Commercial and Specialty Banking" business line handles the needs of U.S. commercial customers with special borrowing needs in discrete lending categories: Large Corporate, Middle Market, Healthcare, Corporate Real Estate, Asset Based Lending, Equipment Finance and Dealer Commercial Services. Through its "TD Auto Finance" business line, TDBNA offers indirect retail automotive and dealer floorplan financing through a network of auto dealers throughout the U.S.<sup>5</sup>

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<sup>4</sup> TDBUSA, the second indirect bank subsidiary of TDGUS, is also a national bank with its main office located in Wilmington, Delaware. TDBUSA was originally chartered as Waterhouse National Bank to provide financial services to Waterhouse Group's brokerage service customers, and was purchased by TD in 1996. TDBUSA does not directly offer retail products and does not maintain a traditional branch network. TDBUSA's principal activities are offering money market deposit services for the benefit of TD Ameritrade's brokerage customers, and providing credit card services to retail customers under separate agreements with Target and Nordstrom. TDBUSA is the issuer and owner of the credit card accounts and related receivables that are offered to Target and Nordstrom customers. As of December 31, 2021, TDBUSA had total assets of approximately \$29.7 billion and total U.S. deposits of approximately \$25.6 billion.

<sup>5</sup> TDBNA's former operating subsidiary for the TD Auto Finance business, TD Auto Finance LLC, was merged with and into TDBNA on December 31, 2021. Since such merger, TDBNA has continued to conduct its auto finance business directly.

At December 31, 2021, TDBNA had total assets of \$423.6 billion and total deposits of \$370.8 billion. For a list of TDBNA's main office and branches, please see Public Exhibit 3.

## **B. First Horizon Corp. and its Subsidiaries**

### **1. FHN**

FHN is a Tennessee corporation, incorporated in 1968, and headquartered in Memphis, Tennessee. FHN is a bank holding company under the Bank Holding Company Act, and a financial holding company under the Gramm-Leach-Bliley Act, and its common stock is listed on the New York Stock Exchange under the symbol "FHN." At December 31, 2021, FHN had total consolidated assets of approximately \$89.1 billion. FHN provides diversified financial services primarily through its principal subsidiary, First Horizon Bank, a Tennessee banking corporation headquartered in Memphis, Tennessee.

In addition to First Horizon Bank and First Horizon Bank's subsidiaries, FHN's subsidiaries include Lenders Title Company; American Abstract & Title Company; Asset Exchange, Inc.; and United Title of Louisiana, Inc., each of which is engaged in activities that are financial in nature. In addition, FHN's other non-bank subsidiaries include IBERIA Asset Management, Inc.; IBERIA CDE, LLC; First Horizon Ventures, Inc.; Martin & Company Inc.; CB Trustee, LLC; and First Horizon Community Development Fund, LLC, each of which are engaged in activities that are closely related to banking. FHN also owns various statutory trusts established solely for the purpose of issuing capital securities, Liberty Bancorp Denning LLC, 840 Denning LLC, and First Horizon Merger Sub, LLC, each of which is engaged in holding property used by, furnishing services to or performing services for FHN or First Horizon Bank. A list and description of the subsidiaries and other equity investments of FHN, including the subsidiaries of First Horizon Bank and other equity investments, which will become indirect subsidiaries and other equity investments of the Applicant as a result of the Proposed Transaction, is provided in Confidential Exhibit 2.

In July 2020, FHN closed its merger of equals with IBERIABANK Corporation ("IBKC"). IBKC was the parent company of IBERIABANK based in Lafayette, Louisiana. At year-end 2019, IBKC had \$31.7 billion of total assets—nearly 75% of FHN's size at that time—and operated over 190 banking centers in 11 states: Louisiana, Texas, Arkansas, Tennessee, Mississippi, Alabama, Georgia, Florida, North and South Carolina, and New York. IBKC's largest concentrations of banking centers were in Louisiana and Florida. After closing, FHN's board expanded to 17 directors, of which nine are from legacy First Horizon and eight are from legacy IBKC. IBKC shareholders collectively were issued 243 million FHN common shares (on a net basis), or 44% of FHN's common shares outstanding at year-end 2020.

Also in July 2020, FHN purchased 30 branches in North Carolina (20), Virginia (8), and Georgia (2) from SunTrust Bank (now Truist Bank). Along with the branch facilities, FHN acquired \$0.4 billion of related loans and assumed \$2.2 billion of deposits.

## 2. First Horizon Bank

First Horizon Bank, which was founded in 1864, is a Tennessee state-chartered member bank headquartered in Memphis, Tennessee and a direct subsidiary of FHN.

First Horizon Bank's principal divisions and subsidiaries operate under the brands of First Horizon Bank, First Horizon Advisors, and FHN Financial. Prior to February 21, 2022, First Horizon Bank also operated under the brand IBERIABANK. First Horizon Bank offers regional banking, mortgage lending, title insurance, specialized commercial lending, commercial leasing and equipment financing, brokerage, wealth management and capital market services through the First Horizon family of companies. The First Horizon Advisors brand identifies wealth management products and services offered through First Horizon Bank's Trust Division as well as through separate subsidiaries that provide broker-dealer and investment management services and solicit insurance products as agent. FHN Financial, which operates partly through a division of First Horizon Bank and partly through subsidiaries, is an industry leader in fixed income sales, trading, and strategies for institutional clients in the U.S. and abroad.

First Horizon Bank operates primarily in the southeastern U.S., with approximately 420 banking offices across its twelve-state footprint of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, New York, North Carolina, South Carolina, Tennessee, Texas and Virginia. FHN Financial has 29 offices in 16 states across the U.S. In addition, FHN has 30 title services offices in three states and 15 stand-alone mortgage lending offices in nine states.

Through its Regional Banking segment, First Horizon Bank offers financial products and services, including traditional lending and deposit taking, to consumer and commercial clients primarily in the southern U.S. and other selected markets. Regional Banking also provides investment, wealth management, financial planning, trust and asset management services for consumer clients.

First Horizon Bank's Specialty Banking segment consists of lines of business that deliver product offerings and services with specialized industry knowledge. Specialty Banking's lines of business include asset-based lending, mortgage warehouse lending, commercial real estate, franchise finance, correspondent banking, equipment finance, mortgage, and title insurance. In addition to traditional lending and deposit taking, Specialty Banking also delivers treasury management solutions, loan syndications, international banking and SBA lending. Additionally, Specialty Banking has a line of business focused on fixed income securities sales, trading, underwriting, and strategies for institutional clients in the U.S. and abroad, as well as loan sales, portfolio advisory services, and derivative sales.

In addition, First Horizon Bank provides, through its Corporate segment, corporate support functions including risk management, audit, accounting, finance, executive office, and corporate communications. Shared support services such as human resources, properties, technology, credit risk and bank operations are allocated to the activities of Regional Banking, Specialty Banking and Corporate. Additionally, the Corporate segment includes centralized management of capital and funding to support the business activities of First Horizon Bank including management of wholesale funding, liquidity, and capital management and allocation. The Corporate segment also includes the revenue and expense associated with run-off businesses

such as pre-2009 mortgage banking elements, run-off consumer and trust preferred loan portfolios, and other exited businesses.

First Horizon Bank is a government securities dealer. The FHN Financial division of First Horizon Bank is registered with the SEC as a municipal securities dealer and the FHN Financial Municipal Advisors division of First Horizon Bank is registered with the SEC as a municipal adviser.

First Horizon Bank has approximately 50 wholly-owned active subsidiaries, including the following financial subsidiaries under the Gramm-Leach-Bliley Act and the Board's Regulation H: FHIS, Inc.; FHN Financial Securities Corp.; First Horizon Advisors, Inc.; First Horizon Insurance Agency, Inc.; and First Horizon Insurance Services, Inc.

At December 31, 2021, First Horizon Bank had total assets of \$89 billion and total deposits of \$76 billion. For a list of First Horizon Bank's main office and branches, please see Public Exhibit 4.

### **III. DESCRIPTION OF THE PROPOSED TRANSACTION**

The Proposed Transaction will provide TD with greater scale as well as an increased presence in a number of high-growth Southeastern markets that complement TD's current East Coast and Mid-Atlantic U.S. operations. TD intends to serve existing First Horizon Bank customers through a more expansive branch network and an extended array of products and services. After conducting extensive due diligence on First Horizon Bank, TD has concluded that the combination of their complementary businesses will result in a stronger banking organization better able to serve customers and communities.

The following is a summary of the Proposed Transaction, including the terms of the Parent Merger Agreement.

#### **A. The Parent Merger**

Under the Parent Merger Agreement, Merger Sub will, on the terms and subject to the conditions set forth therein, merge with and into FHN, with FHN surviving the merger and continuing its corporate existence as a Tennessee corporation, and with the separate corporate existence of Merger Sub ceasing thereupon.

In the Parent Merger, each share of FHN common stock issued and outstanding as of the effective time of the Parent Merger (other than shares owned by FHN as treasury stock or owned by FHN, TDB or TDGUS in a non-fiduciary or non-agency capacity and not as a result of debts previously contracted) will be automatically converted into the right to receive an amount in cash equal to \$25.00. In the event that the effective time of the Parent Merger occurs more than nine months after the date of the Parent Merger Agreement, the per-share merger consideration will be increased by an additional amount of cash equal to \$0.0017808 per day (equivalent to an annualized rate of 2.6% of the per share cash merger consideration) from the end of such nine-month period to the day immediately prior to the closing date of the Parent Merger.

At the effective time of the Parent Merger, each share of the following series of FHN preferred stock (together, the “Existing FHN Preferred Stock”) will remain issued and outstanding:

- FHN 6.625% Fixed-to-Floating Non-Cumulative Perpetual Preferred Stock, Series B (“FHN Series B Preferred Stock”);
- FHN 6.60% Fixed-to-Floating Non-Cumulative Perpetual Preferred Stock, Series C (“FHN Series C Preferred Stock”);
- FHN 6.100% Fixed-to-Floating Non-Cumulative Perpetual Preferred Stock, Series D (“FHN Series D Preferred Stock”);
- FHN Non-Cumulative Perpetual Preferred Stock, Series E (“FHN Series E Preferred Stock”); and
- FHN Non-Cumulative Perpetual Preferred Stock, Series F (“FHN Series F Preferred Stock”).

For information regarding the treatment of the Existing FHN Preferred Stock in the event of, and at the effective time of, the Second Step Merger, please see Part III.B below.

In addition, at the effective time of the Parent Merger, each issued and outstanding share of FHN’s newly designated Perpetual Convertible Preferred Stock, Series G (the “FHN Series G Preferred Stock”), issued pursuant to the Securities Purchase Agreement as described in Part III.D below, will be automatically converted into such number of FHN common shares as have a value at the effective time of the Parent Merger equal to \$100,000 (the per share subscription price paid for each share of FHN Series G Preferred Stock under the Securities Purchase Agreement).

The total transaction value is estimated to be approximately \$13.4 billion, based on the offer price of \$25.00 per share of FHN common stock.

The Parent Merger Agreement and the transactions contemplated thereby (including the Parent Merger, the Second Step Merger and the Bank Merger) have been approved by the boards of directors of each of TDB, TDGUS, TDBUSH, Merger Sub, and FHN. The Parent Merger Agreement must also be approved by the affirmative vote of the holders of a majority of the shares of FHN common stock then outstanding and entitled to vote. Resolutions of the boards of directors of TDB, TDBUSH and TDGUS related to the Parent Merger are provided in Confidential Exhibit 3. Resolutions of the board of directors of FHN related to the Parent Merger are provided in Confidential Exhibit 4.

#### 1. Governance and Community Matters

The Proposed Transaction will not result in any changes to the compositions of the boards of directors, or to the list of senior executive officers, of TDB, TDGUS, TDBUSH, or TDBNA, except that Mr. D. Bryan Jordan, FHN’s President and Chief Executive Officer, is expected to join the boards of directors of each of TDBUSH and TDBNA (as well as TDBUSA)



as a director and chair following the Parent Merger. Mr. Jordan will also join TDB as Vice Chair and as a member of TDB's senior executive team.

Pursuant to the Parent Merger Agreement, TDB intends to maintain significant business, employment and community engagement in the Memphis, Tennessee metro area following the Parent Merger.

Prior to the effective time of the Parent Merger, FHN will establish a new charitable foundation (the "New Foundation") focused on community support in the Memphis, Tennessee metro area and the other markets in which First Horizon Bank currently operates, subject to the guidelines and requirements set forth in Annex D to the Parent Merger Agreement. FHN has committed, under the Parent Merger Agreement, to contribute \$40,000,000 to the New Foundation on the closing date of (and immediately following) the Parent Merger.

## 2. Conduct of Business of First Horizon Bank Pending the Parent Merger

Pursuant to the Parent Merger Agreement, FHN has agreed, prior to the completion of the Parent Merger, that FHN shall, and shall cause each of its subsidiaries to (i) conduct its business in the ordinary course in all material respects, (ii) use reasonable best efforts to maintain and preserve intact its business organization, employees and advantageous business relationships, and (iii) not knowingly take any action that would reasonably be expected to prevent, materially impede or materially delay the consummation of the transactions on a timely basis. The Parent Merger Agreement also contains other customary specific covenants with respect to the ordinary course conduct of business for FHN prior to the completion of the Parent Merger.

TDB has agreed that it will not, and it will not permit its subsidiaries to, without the prior written consent of FHN, amend the constituent documents of TDB or any of its subsidiaries in a manner that would impair TDB's or TDBUSH's ability to perform its obligations under the Parent Merger Agreement or consummate the Proposed Transaction on a timely basis, or take any action that is intended or expected to result in any applicable closing conditions to the Parent Merger not being satisfied.

In addition, TDB, TDBUSH and FHN have agreed that, prior to the completion of the Parent Merger, they and their respective subsidiaries will cooperate and use reasonable best efforts to take or cause to be taken all actions necessary, proper or advisable to consummate as promptly as practicable the Proposed Transaction, including in connection with obtaining any regulatory approvals required to complete the Proposed Transaction.

## 3. Conditions to Completion of the Parent Merger

The respective obligations of each of TDB, TDBUSH and FHN to complete the Parent Merger are conditioned upon the satisfaction or waiver of certain customary conditions, including the following: (i) the approval of the Parent Merger Agreement by the affirmative vote of a majority of all votes entitled to be cast by FHN common stockholders; (ii) the receipt of required regulatory approvals, including the approval of the Board for the Parent Merger, and the expiration of all waiting periods in respect thereof without the imposition of any "materially burdensome regulatory condition," as defined in the Parent Merger Agreement; and (iii) the absence of any order, injunction, or other legal restraint preventing the completion of the Parent

Merger, Bank Merger or Second Step Merger, or making the consummation of the Parent Merger, Bank Merger or Second Step Merger illegal.

Each party's obligation to complete the Parent Merger is also subject to additional customary conditions, including: (i) subject to certain exceptions, the accuracy of the representations and warranties made by the other party as of the date of the Parent Merger Agreement and as of the closing date of the Parent Merger; and (ii) the performance in all material respects by the other party of the obligations in the Parent Merger Agreement required to be performed by it at or prior to the closing date of the Parent Merger.

#### 4. Termination

The Parent Merger Agreement may be terminated at any time before the completion of the Parent Merger in any of the following circumstances:

- by mutual written consent of TDB and FHN;
- by either TDB or FHN if:
  - any governmental entity that must grant a required regulatory approval has denied such approval and this denial has become final and nonappealable or a governmental entity has issued a final nonappealable order enjoining or otherwise prohibiting the consummation of the transactions contemplated by the Parent Merger Agreement, unless the failure to obtain a requisite regulatory approval is due to the failure of the party seeking to terminate this Parent Merger Agreement to perform or observe the terms of the Parent Merger Agreement;
  - the Parent Merger has not been completed by February 27, 2023, (but neither TDB nor FHN may terminate the Parent Merger Agreement for this reason if its material breach of any representation, warranty or obligation under the Parent Merger Agreement has resulted in the failure of the Parent Merger to occur by that date), provided that this termination date may be extended until May 27, 2023 at the option of either TDB or FHN (if such party would otherwise be permitted to terminate the Parent Merger Agreement) if the required regulatory approvals have not been obtained;
  - there is a breach by the other party of the Parent Merger Agreement that would prevent satisfaction of the closing conditions and the breach cannot be cured prior to the Parent Merger Agreement termination date or is not cured within 45 days after receipt of written notice of the breach, but neither TDB nor FHN may terminate the Parent Merger Agreement for this reason if it itself is then in material breach of the Parent Merger Agreement; or
  - the requisite FHN shareholder approval for the Parent Merger Agreement is not obtained upon a vote thereon taken at the FHN special shareholder

meeting called for such purpose (including any adjournment or postponement thereof).

- by TDB if:
  - the board of directors of FHN has failed to recommend that the shareholders of FHN approve the Parent Merger Agreement or has withdrawn, modified or qualified such recommendation in a manner adverse to TDB, or publicly disclosed that it has resolved to do so, or if FHN has taken or failed to take certain actions with respect to a competing acquisition proposal, or if FHN has willfully breached certain of its obligations under the no-solicitation covenant of the Parent Merger Agreement, or failed to call, give notice of, convene and hold a special meeting of shareholders to vote on approving the Parent Merger Agreement (an “FHN Shareholder Approval Breach”);<sup>6</sup> or
- by FHN if:
  - prior to the FHN shareholder approval being obtained, in order to enter into an alternative acquisition agreement with respect to a bona fide written proposal that FHN’s board of directors determines in good faith is more favorable from a financial point of view to FHN’s shareholders than the transactions contemplated by the Parent Merger Agreement and is reasonably likely to be timely consummated on its terms (a “Superior Proposal Termination”).<sup>7</sup>

FHN will be required to pay TDB a termination fee of \$435,500,000 (approximately 3.25% of the total transaction equity value) in the event the Parent Merger Agreement is terminated (i) by TDB due to an FHN Shareholder Approval Breach, (ii) by FHN in connection with a Superior Proposal Termination, or (iii) by either party in certain circumstances following the receipt by FHN of an alternative acquisition proposal if FHN consummates, or enters into an agreement providing for, an alternative transaction within one year after the date of such termination (provided that in the event of such an alternative transaction, the termination fee payable to TDB will be reduced by an amount equal to the difference between (A) the aggregate proceeds to be received by TDB upon consummation of such alternative transaction with respect to the shares of FHN common stock resulting from the conversion of FHN Series G Preferred Stock held by TDB and (B) the Series G Subscription Price).

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<sup>6</sup> The Parent Merger Agreement also permitted TDB to terminate the Parent Merger Agreement if FHN failed to file the articles of amendment to the FHN charter setting forth the terms of the FHN Series G Preferred Stock (the “Series G Articles of Amendment”) with the Tennessee Secretary of State within five business days of the date of the Parent Merger Agreement. However, FHN filed the Series G Articles of Amendment in accordance with the Parent Merger Agreement, such that this termination right is no longer applicable.

<sup>7</sup> The Parent Merger Agreement also permitted FHN to terminate the Parent Merger Agreement if TDB failed to pay to FHN the Series G Subscription Price under the Securities Purchase Agreement within five business days of the date that the Series G Articles of Amendment have become effective. TDB paid the Series G Subscription Price to FHN in accordance with the Parent Merger Agreement, such that this termination right is no longer applicable.

Under certain circumstances following termination of the Parent Merger Agreement, each of TDB and FHN may be required to reimburse the other party \$25 million for fees and expenses incurred or accrued in connection with or related to the transactions contemplated by the Parent Merger Agreement.

## **B. The Second Step Merger**

The Second Step Merger may, at TDB's election, occur after the consummation of the Parent Merger, on a date following the consummation of the Parent Merger to be determined by TDB in its sole discretion. At the effective time of the Second Step Merger, each issued and outstanding share of FHN's common stock will be cancelled and retired, and each issued and outstanding share of TDBUSH's stock will remain unchanged and outstanding.

In addition, at the effective time of the Second Step Merger:

- each issued and outstanding share of FHN Series B Preferred Stock will be automatically converted into a share of a newly created series of preferred shares of TDBUSH having powers, preferences and special rights that are not materially less favorable than the Series B Preferred Stock;
- each issued and outstanding share of FHN Series C Preferred Stock will be automatically converted into a share of a newly created series of preferred shares of TDBUSH having powers, preferences and special rights that are not materially less favorable than the FHN Series C Preferred Stock;
- each issued and outstanding share of FHN Series D Preferred Stock will be automatically converted into a share of a newly created series of preferred shares of TDBUSH having powers, preferences and special rights that are identical to the powers, preferences and special rights of the FHN Series D Preferred Stock;
- each issued and outstanding share of FHN Series E Preferred Stock will be automatically converted into a share of a newly created series of preferred shares of TDBUSH having terms that are not materially less favorable than those of the FHN Series E Preferred Stock; and
- each issued and outstanding share of FHN Series F Preferred Stock will be automatically converted into a share of a newly created series of preferred shares of TDBUSH having terms that are not materially less favorable than those of the FHN Series F Preferred Stock.

The Second Step Merger may or may not occur, at TDB's election.

## **C. The Bank Merger**

Pursuant to the terms of the Parent Merger Agreement, TDBNA and First Horizon Bank have entered into the Bank Merger Agreement, pursuant to which First Horizon Bank will be merged (conditioned on the prior consummation of the Parent Merger as well as receipt of all required regulatory approvals) with and into TDBNA, with TDBNA surviving the merger and

continuing its corporate existence as a national bank, and with the separate corporate existence of First Horizon Bank ceasing thereupon. The Applicant currently expects that the Second Step Merger will be completed within several weeks of the completion of the Parent Merger, and that the Bank Merger will be consummated promptly following the Second Step Merger, such that TD will not operate First Horizon Bank as a separate subsidiary for more than a brief period of time.<sup>8</sup>

At the effective time of the Bank Merger, (i) if the Bank Merger occurs after the Second Step Merger, the issued and outstanding shares of common stock of First Horizon Bank held by TDBUSH immediately prior to the effective time of the Bank Merger will be converted into a number of newly-issued shares of common stock of TDBNA as is agreed by TDBUSH and TDBNA prior to the effective time of the Bank Merger, or (ii) if the Bank Merger occurs prior to the Second Step Merger, the issued and outstanding shares of common stock of First Horizon Bank held by FHN immediately prior to the effective time of the Bank Merger will be converted into a number of newly-issued shares of common stock of TDBNA having a fair market value (based on the aggregate tangible book value of TDBNA as of the most recent fiscal quarter end, calculated on a pro forma basis giving effect to the Bank Merger) equal to the fair market value of First Horizon Bank (based on the tangible book value of First Horizon Bank as of the most recent fiscal quarter end), representing the Bank Share Acquisition. Each issued and outstanding share of the TDBNA's common stock will remain unchanged and outstanding.

Following the Bank Merger, the directors and officers of TDBNA, in each case then serving immediately prior to the effective time of the Bank Merger, will continue to serve as the directors and officers, respectively, of TDBNA. In addition, Mr. D. Bryan Jordan, FHN's President and Chief Executive Officer, is expected to join the board of directors of TDBNA as a director and chair following the Parent Merger.

The Bank Merger Agreement has been approved by the boards of directors of each of TDBNA and First Horizon Bank, as well as by TDBUSH, as the sole stockholder of TDBNA and by FHN, as the sole stockholder of First Horizon Bank. Resolutions of the board of directors of TDBNA related to the Bank Merger, and the written consent of TDBUSH as sole stockholder of TDBNA, are included in Confidential Exhibit 3. Resolutions of the board of directors of FHN and First Horizon Bank related to the Bank Merger are included in Confidential Exhibit 4.

In connection with the Parent Merger, TDBNA will submit an application to the OCC pursuant to the Bank Merger Act.

#### **D. The Securities Purchase**

Concurrently with the entry into the Parent Merger Agreement, TDB and FHN have entered into a securities purchase agreement (the "Securities Purchase Agreement") pursuant to which TDB has acquired 4,935.694 shares of FHN Series G Preferred Stock, a newly designated series of FHN preferred stock having the terms set forth in the Series G Articles of Amendment

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<sup>8</sup> For additional discussion regarding the timing of the Second Step Merger and Bank Merger, please see note 1, *supra*.

(the “Securities Purchase”), in a private placement for an aggregate purchase price of \$493,569,400 (the “Series G Subscription Price”).

TD understands from FHN that the proceeds from the Securities Purchase will be used by FHN to support its ongoing growth, including to fund an employee performance and incentive pool in connection with retention-related RSUs issued by FHN, which will be time-vested and broadly distributed across all FHN associates, including customer-facing bankers, technology and operations employees, front-line branch staff and executive leaders. This employee-retention related use of proceeds by FHN will support TD’s keen interest in investing in FHN’s strong management team and employee culture. Ultimately, however, FHN will retain complete discretion over its use of the Securities Purchase proceeds, with TDB having no ability to direct FHN’s management in this regard.

The FHN Series G Preferred Stock does not have any voting power except that the approval of two-thirds of the outstanding shares of non-voting stock of FHN, voting separately as a class, will be required to authorize the issuance of additional shares of FHN Series G Preferred Stock or classes of senior securities, amend a provision of the FHN charter or bylaws in a manner that significantly and adversely affects the rights or preferences of the FHN Series G Preferred Stock, or consummate a transaction that would result in the FHN Series G Preferred Stock not remaining outstanding or being exchanged for new preference securities having terms that are materially less favorable than those of the FHN Series G Preferred Stock. These limited voting rights of the FHN Series G Preferred Stock are consistent with the voting rights that are permissible for “nonvoting securities” under 12 C.F.R. § 225.2(q)(2).

The FHN Series G Preferred Stock is perpetual and has no maturity date, and is not subject to any mandatory redemption, sinking fund or other similar provisions. The FHN Series G Preferred Stock is redeemable by FHN, at its option, on or after the fifth anniversary of the FHN Series G Preferred Stock’s issuance, or at any time within 90 days following the occurrence of an event that results in a more-than-insubstantial risk that FHN will not be entitled to treat the FHN Series G Preferred Stock as Tier 1 capital.

Upon the termination of the Parent Merger Agreement or completion of the Parent Merger, the FHN Series G Preferred Stock will convert into shares of FHN common stock at a specified conversion rate. In the event that the Parent Merger Agreement is terminated due to the failure to receive a requisite regulatory approval, a legal restraint that relates to a requisite regulatory approval, or a breach of the Parent Merger Agreement which results in or materially contributes to the failure to receive a requisite regulatory approval, the FHN Series G Preferred Stock will convert into approximately 19.7 million shares of FHN common stock. In all other cases, including upon completion of the Parent Merger or if the requisite FHN shareholder approval for the Parent Merger Agreement is not obtained, the FHN Series G Preferred Stock will convert into approximately 27.5 million shares of FHN common stock.<sup>9</sup>

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<sup>9</sup> TDB expects to contribute the shares of FHN common stock into which the FHN Series G Preferred Stock would be converted on or prior to completion of the Parent Merger to TDBUSH, such that TDBUSH would be the direct owner of 100% of FHN’s common stock following completion of the Parent Merger.

In each case, the maximum number of shares of FHN common stock into which shares of FHN Series G Preferred Stock may be converted will be equal to the number of shares of FHN common stock that would constitute 4.9% of the total issued and outstanding FHN common stock (taking into account the shares of FHN common stock resulting from such conversion). In addition, the amount of FHN Series G Preferred Stock acquired by TDB pursuant to the Securities Purchase Agreement represents approximately 5.5% of the total equity of FHN as of the date of this Application.

Under the Series G Articles of Amendment, holders of FHN Series G Preferred Stock will not be entitled to receive any dividends in respect of such shares, except that holders of FHN Series G Preferred Stock may be entitled to receive a participating dividend in certain circumstances if the Parent Merger Agreement is terminated but the FHN Series G Preferred Stock has not converted into shares of FHN common stock and the FHN board of directors declares a dividend on FHN common stock. In the event a participating dividend is payable, such participating dividend will have the same record and payment date, and be the same kind and amount, as the dividend on FHN common stock declared by the FHN board of directors (taking into account the number of shares of FHN common stock that would be issued upon conversion of the FHN Series G Preferred Stock).

A copy of the Securities Purchase Agreement is provided in Confidential Exhibit 5, and a copy of the Series G Articles of Amendment is provided as Public Exhibit 5.

#### **E. Regulatory Approvals and Notices**

Following is a summary of the regulatory approvals and notices that the parties have determined will be required to be obtained or made in order to consummate the Proposed Transaction:

##### **1. Board Approval Under Section 3 of the BHC Act**

By this Application, the Applicant requests that the Board grant prior approval pursuant to Section 3(a) of the BHC Act and Section 225.11 of Regulation Y for the Applicant to effect the Parent Merger, Second Step Merger (if applicable) and Bank Share Acquisition (if applicable).<sup>10</sup>

##### **2. Federal Reserve Notification Under Section 4 of the BHC Act**

TD, TDGUS and TDBUSH intend to acquire the following current subsidiaries of FHN pursuant to financial holding company authority under Section 4(k) of the BHC Act, and will comply with the post-closing notice procedures of Section 4(k) of the BHC Act and Section 225.87 of Regulation Y with respect thereto:

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<sup>10</sup> As discussed in note 1, *supra*, the Applicant notes that the Second Step Merger and Bank Share Acquisition would be internal corporate reorganization transactions following the Parent Merger.

- Lenders Title Company and its subsidiaries, United Title of Louisiana, Inc., United Title & Abstract, LLC, Asset Exchange Inc. and American Abstract and Title Company;
- IBERIA Asset Management, Inc.;
- IBERIA CDE, LLC;
- First Horizon Ventures, Inc.;
- Martin & Company Inc.;
- CB Trustee, LLC; and
- First Horizon Community Development Fund, LLC.

TD, TDGUS and TDBUSH intend to acquire the other current direct subsidiaries of FHN—including various statutory trusts established solely for the purpose of issuing capital securities,<sup>11</sup> Liberty Bancorp Denning LLC (which serves as the managing partner and 51% equity owner of 840 Denning LLC), 840 Denning LLC (which owns real property leased by First Horizon Bank), and First Horizon Merger Sub, LLC (which was formed solely for the purpose of facilitating transactions by FHN)—pursuant to Section 4(c)(1) of the BHC Act and Section 225.22(b) of Regulation Y, which do not require the Federal Reserve’s prior approval.

In addition, TD, TDGUS and TDBUSH intend to acquire indirect control of First Horizon Bank’s current non-bank subsidiaries, each of which conducts activities permissible to be conducted by TDBNA pursuant OCC regulations, which does not require the Federal Reserve’s prior approval pursuant to Section 225.22(e) of Regulation Y.

For additional information regarding the nonbank subsidiaries and other equity investments of FHN and First Horizon Bank expected to be acquired in the Proposed Transaction, please refer to Confidential Exhibit 2.

### 3. OCC Approval Under the Bank Merger Act

Under the Bank Merger Act, TDBNA is required to obtain the prior approval of the OCC in order to effect the Bank Merger. A separate application for approval of the Bank Merger under the Bank Merger Act is being submitted to the OCC in connection with this Application.

### 4. Tennessee Department of Financial Institutions Approval

TD, TDGUS and TDBUSH will apply to the Tennessee Department of Financial Institutions for prior approval under Section 0180-15-.03(1) of the Tennessee Rules and

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<sup>11</sup> Such statutory trusts include TIBFL Statutory Trust III, FNB United Statutory Trust I, FNB United Statutory Trust II, Greene County Capital Trust II, Southern Community Capital Trust III, Omni (LA) Statutory Trust II, Capital Bank Statutory Trust III, Civitas Statutory Trust I, and Greenbank Capital Trust I.



Regulations to effect the Parent Merger and thereby indirectly acquire a Tennessee state-chartered financial institution.

#### 5. Canadian Approvals and Filings

TDB is required to obtain the approval of the Superintendent of Financial Institutions (Canada) pursuant to s. 468(6) of the Bank Act (Canada) for the Proposed Transaction. In addition, TDB is required to obtain the non-objection from the Canadian securities commissions under Section 11.9(1)(a) of National Instrument 31-103 - Registration Requirements, Exemptions and Ongoing Registrant Obligations in respect of the deemed acquisition, for the first time, by TDB subsidiaries of 10% or more of the voting securities of FHN and its subsidiaries. TDB is also required to obtain approval from the Ontario District Council of the Investment Industry Regulatory Organization of Canada (“IIROC”) under IIROC dealer member rule 2206(1) to permit TDB to form and maintain an interest in new “associates”, and must provide notice to IIROC under IIROC dealer member rule 2215(2) to permit TDB to own an interest in new entities that do not carry on “securities related business.”

#### 6. Certain Other Non-Banking Filings

Certain other filings will be made in respect of the Proposed Transaction, including filings with various state agencies relating to interstate branching, filings under the Hart-Scott-Rodino Act and certain filings in respect of the indirect acquisition by TDGUS of certain of First Horizon Bank’s subsidiaries (including First Horizon Advisors, Inc. and FHN Financial Securities Corp.) including filings for change-of-control approval or non-objection with the Financial Industry Regulatory Authority and to comply with requirements of certain state insurance and securities authorities.

### **IV. STATUTORY AND REGULATORY CRITERIA FOR APPROVAL**

In rendering a decision on an application filed under Section 3 of the BHC Act and Section 225.11 of Regulation Y, the Board is required to consider (i) the effect of a proposed transaction on competition; (ii) the financial and managerial resources of the applicant, its bank subsidiaries, the target, and the combined company; (iii) the convenience and needs of the community; (iv) compliance with the applicable criteria of the Community Reinvestment Act of 1977 (the “CRA”); (v) the anti-money laundering efforts of First Horizon Bank and the acquiring bank; (vi) compliance with interstate banking related requirements, including under the Riegle-Neal Interstate Branching and Efficiency Act of 1994 (the “Riegle-Neal Act”); and (vii) the risk to the stability of the U.S. banking or financial system.<sup>12</sup> TD respectfully submits that the Proposed Transaction satisfies each of these criteria and is consistent with approval.

#### **A. Competition**

The Proposed Transaction would not have adverse competitive effects or result in decreased competition within the United States. On a nationwide basis, at December 31, 2021, TDGUS had total deposits of \$393.9 billion, representing 2.2% of total nationwide deposits, and

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<sup>12</sup> See 12 U.S.C. § 1842(c); 12 C.F.R. § 225.13.

FHN had total deposits of \$74.9 billion, representing 0.4% of total nationwide deposits.<sup>13</sup> On a pro forma basis, the combined organization will hold approximately \$468.8 billion in total domestic deposits, accounting for less than 3% of total nationwide deposits.

The Federal Reserve and the Department of Justice (“DOJ”) generally analyze the competitive impact of a bank merger by calculating the Herfindahl-Hirschman Index (“HHI”) for each relevant geographic market based on reported in-market deposits, with market analysis typically based on geographic banking markets as defined by the Federal Reserve. The existing branch banking operations of the Applicant and First Horizon Bank overlap, in all cases to only a limited extent, in 16 Federal Reserve banking markets, located in the states of Florida, New York, North Carolina, and South Carolina. A map illustrating the U.S. branch networks of the Applicant and FHN is provided in Public Exhibit 6.

HHI calculations illustrating the impact of the Proposed Transaction on the relevant banking markets are included in Public Exhibit 7. As set forth in Public Exhibit 7 and as discussed below, the resulting HHI and change in HHI after the Proposed Transaction would be well within the 1800/200 HHI “safe harbor” provided under the DOJ Bank Merger Competitive Review guidelines, and the pro forma deposit market share in the overlapping Federal Reserve banking markets would be well below 35%, in each case for all of the overlapping Federal Reserve banking markets when applying the Federal Reserve’s baseline deposit weighting assumptions, even before giving effect to competitive non-bank depository participants, such as thrifts and credit unions.

Specifically, in none of the 16 overlapping Federal Reserve banking markets would the Proposed Transaction result in a pro forma deposit market share of 12% or more or an HHI increase of more than 30. The pro forma deposit market share would be less than 10% in 13 of these 16 overlapping Federal Reserve banking markets, and would be approximately 5% or less in 10 of these markets.<sup>14</sup> In addition, the Proposed Transaction would result in a pro forma HHI total of less than 1800 in 13 of these 16 overlapping Federal Reserve banking markets.<sup>15</sup>

The Proposed Transaction’s limited competitive impact is further evident when the geographic markets are based on counties. In each of the 20 counties in which the existing

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<sup>13</sup> According to the FDIC’s “Statistics on Depository Institutions” database, FDIC-insured commercial banks and thrifts held \$18,189 billion in domestic deposits, as of December 31, 2021. *See* FDIC Statistics at a Glance (as of December 31, 2021) available at <https://www.fdic.gov/analysis/quarterly-banking-profile/statistics-at-a-glance/2021dec/industry.pdf>.

<sup>14</sup> The combined organization’s pro forma deposit market shares would exceed 10% only in the Hickory, NC, Greenville, SC, and Naples Area, FL overlapping banking markets, with pro forma deposit market shares of 11.98%, 10.86% and 10.13%, respectively.

<sup>15</sup> The Proposed Transaction would result in a total HHI in excess of 1800 only in the Charlotte, NC, Jacksonville Area, FL, and Columbia, SC banking markets. The resulting total HHI in the Columbia, SC banking market would be 1902, only modestly above 1800, and the HHI increase would be only two points.

Although the current total HHIs in the Charlotte, NC and Jacksonville Area, FL banking markets approach or exceed 4,000, such concentrated total HHIs appear to be heavily skewed by centrally booked deposit of a few large bank competitors that, if excluded from the concentration analysis, would result in lower total HHI levels in these markets. In both of these Federal Reserve banking markets, the Applicant and FHN have very small market shares and the Proposed Transaction would result in an HHI increase of less than one point.

branch banking operations of the Applicant and First Horizon Bank overlap, the Proposed Transaction would result in an HHI increase of less than 50 points and a pro forma deposit market share of approximately 10% or less.

Following the Proposed Transaction, numerous strong competitors and other pro-competitive forces would remain in each of the overlapping banking markets. The combined organization would rank outside of the top three depository institutions by total deposit market share in all but one of the Federal Reserve banking markets in which the parties' existing branches overlap (and in that market, the HHI would increase by 6 points to 985), and the Proposed Transaction would not result in the combined organization holding more than 6% of state-wide deposits in any state in which the parties' existing branches overlap.

Accordingly, the Proposed Transaction will not have adverse competitive effects or result in decreased competition within the overlapping banking markets. Indeed, far from reducing competition, the Proposed Transaction promotes competition in the relevant markets because it will make the combined institution stronger and more competitive. The Proposed Transaction would allow the combined institution to compete more effectively against market leaders, as the Proposed Transaction will result in a combined company with a strong and resilient capital base and liquidity position, with greater financial resources to invest in customer product enhancements and technology for client experience improvements, as well as long-term investments in the communities and customers of both organizations. The combined organization will be better equipped to be an effective competitor in the very competitive banking markets where the Applicant and FHN are located.

## **B. Financial and Managerial Resources**

The Applicant and FHN have ample financial and managerial resources to successfully consummate the Proposed Transaction and integrate FHN and First Horizon Bank into the Applicant and TDBNA.

TD, FHN and their respective subsidiary depository institutions each maintains a strong financial position. The regulatory capital ratios of each of TDGUS, TDBUSH, TDBNA, FHN and First Horizon Bank exceed the numeric criteria established by the OCC and Federal Reserve, as applicable, for classification as a "well capitalized" institution, and each has sound earnings and asset quality. The combined organization will continue to maintain this financial strength after consummation of the Proposed Transaction and, on a pro forma basis, the combined organization will continue to have regulatory capital ratios that exceed those required for "well capitalized" institutions.

The Proposed Transaction is expected to enhance the Applicant's financial position, as the combined organization will maintain the Applicant's strong capital and liquidity position but with a more diversified geographic footprint and product offering. The Proposed Transaction will also enable the Applicant to achieve higher earnings and profitability through cost savings and revenue-enhancing synergies, and the Applicant anticipates opportunities for revenue growth through customer product enhancements and a greater ability to deploy technology for client experience improvements. For pro forma financial and regulatory capital information for the

combined organization reflecting the effects of the Proposed Transaction, please see Confidential Exhibit 6.

With regard to management resources, the senior management of both TD and FHN are highly experienced with a strong record of leading and operating significant financial institutions, and the senior management of the combined organization are well known to the Board. As discussed in Part III of this Preliminary Statement, the Applicant expects that the current members of its senior management will remain as officers of the combined organization following the Proposed Transaction. The officers of TDB, TDGUS and TDBUSH, who will lead the management of the combined organization, are experienced and capable managers whose skills will contribute in a significant way to the financial and managerial strength of the combined organization following the consummation of the Proposed Transaction. In addition, the members of the Applicant's board of directors possess the necessary qualifications to provide effective oversight of the Applicant's business and quality advice and counsel to the Applicant's management. Within the past two years, the Board has found both the Applicant and FHN to be well-managed and having directors and senior executive officers with the sufficient levels of experience and expertise to manage significant acquisitions.<sup>16</sup>

The composition of the Applicant's board of directors will not change as a result of the Proposed Transaction. For background regarding the Applicant's current officers and directors who will continue to lead the combined organization, please see Confidential Exhibit 7.

#### 1. Capital, Liquidity and Enhanced Prudential Standards

Since January 1, 2020, the federal banking agencies' capital and liquidity rules classify all banking organizations with \$100 billion or more in total consolidated assets into one of four categories (Category I, II, III or IV), based on the banking organization's asset size and risk profile, with the most stringent capital and liquidity requirements applicable to Category I firms and the least restrictive requirements applying to Category IV firms. The classification of any subsidiary bank of a bank holding company generally follows that of its parent bank holding company. Based on this regulatory framework, TDGUS and TDBNA currently qualify as Category III organizations. FHN, as a banking organization with less than \$100 billion in total consolidated assets, does not currently qualify as a Category IV (or other higher category) organization. Following completion of the Proposed Transaction, the combined organization will continue to qualify as a Category III organization.

As a Category III firm, TDGUS is subject to the Board's capital plan rule, capital stress testing requirements and CCAR process, and TDGUS and TDBNA, as Category III firms, are also subject to the Board's and OCC's company-run stress testing requirements, respectively.

In June 2021, the Board released the results of its supervisory stress tests under the Board's hypothetical severely adverse scenario, which included a severe global recession accompanied by a period of heightened stress in commercial real estate and corporate debt

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<sup>16</sup> See, e.g., The Toronto-Dominion Bank, FRB Order No. 2020-04 (September 30, 2020), First Horizon National Corporation, FRB Order No. 2020-01 (June 15, 2020).

markets.<sup>17</sup> The Board projected that, in the severely adverse scenario, TDGUS's Common Equity Tier 1 ("CET1") capital ratio would decline from an actual 17.0% in the fourth quarter of 2020 by only 1.8% to its minimum of 15.2%, before rising back to 15.3% at the end of the first quarter of 2023. Even under these hypothetical severely adverse conditions, the CET1 and other capital ratios of TDGUS would remain significantly above the regulatory minimum levels, demonstrating the resiliency of its balance sheet and its strong credit risk and asset liability management practices. Summary information relating to the supervisory stress test results of TDGUS is provided in Public Exhibit 8. FHN is not subject to the Board's supervisory stress testing requirements. However, FHN and First Horizon Bank completed a company run stress test using the Comprehensive Capital Analysis and Review (CCAR) Resubmission scenarios published in February 2021. Results of these tests indicate that both FHN and First Horizon Bank would be able to maintain capital well in excess of Basel III Adequately Capitalized standards under the hypothetical severe global recession of the 2021 CCAR Severely Adverse scenario. A summary of those results is included in Public Exhibit 8.

TDGUS and TDBNA also meet the Board's and OCC's minimum liquidity coverage ratio (the "LCR") requirements (and accordingly maintain an adequate level of cash and high-quality, unencumbered liquid assets to meet estimated liquidity needs in a short-term stress scenario, using prescribed liquidity inflow and outflow assumptions) as well as the recently implemented net stable funding ratio (the "NSFR") requirements (and accordingly maintain a stable maturity structure of assets and liabilities over a one-year time horizon). FHN is not currently subject to the LCR or NSFR requirements. As Category III institutions with more than \$75 billion in weighted short-term wholesale funding, TDGUS and TDBNA are subject to the full (100%) LCR and NSFR requirements. As of December 31, 2021, TDGUS had weighted short-term wholesale funding for these purposes of \$88.7 billion.

TDGUS currently maintains a stable average LCR above the regulatory minimum of 100%, and will continue to do so following consummation of the Proposed Transaction. In this

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<sup>17</sup> The severely adverse scenario is characterized by a severe global recession accompanied by a period of heightened stress in commercial real estate ("CRE") and corporate debt markets. Under the severely adverse scenario, the economic downturn is amplified by the prolonged continuation of remote work, which leads to larger commercial real estate price declines that, in turn, spill over to the corporate sector and affect investor sentiment. The developments in foreign economies reflect greater stress in emerging market economies, partly driven by building risks in the Chinese economy. Also under the severely adverse scenario, the U.S. unemployment rate climbs to a peak of 10 percent in the third quarter of 2023, a 5.75% increase relative to its fourth-quarter 2021 level. Real GDP declines more than 3.5% from the fourth quarter of 2021 to its trough in the first quarter of 2023. The rising unemployment and the rapid decline in aggregate demand for goods and services lead to significantly reduced inflationary pressures. CPI inflation falls from an annual rate of 8.25% at the end of 2021 to an annual rate of about 1.25% in the third quarter of 2022 and then gradually increases above 1.5% by the end of the scenario. Short-term interest rates as measured by the 3-month Treasury rate remain near zero throughout the scenario. Long-term interest rates as measured by the 10-year Treasury yield drop to 0.75% during the first quarter of 2022 and remain unchanged in the second and third quarters of 2022, after which they gradually rise to 1.5% by the end of the scenario. Because short-term interest rates are assumed to remain near zero, the path of the yield curve slope, as defined by the difference between the 10-year Treasury yield and the 3-month Treasury rate, follows that of long-term interest rates. Conditions in corporate bond markets deteriorate markedly. Asset prices drop sharply in the severely adverse scenario. House prices and CRE prices also experience large declines.

regard, TDGUS has substantial liquidity resources, including a weighted average of \$95.95 billion of high-quality liquid assets in the fourth quarter of 2021.

The combined organization, following consummation of the Proposed Transaction, will have approximately \$603 billion in total consolidated assets, and therefore will remain well under the \$700 billion total-asset threshold for classification as a Category II firm. In addition, the combined organization would remain under the \$75 billion cross-jurisdictional activity threshold for classification as a Category II firm.<sup>18</sup> The Applicant further notes that in order to move into a new category of standards, the Board's enhanced prudential standards rules require that a banking organization's risk-based indicator levels exceed the applicable threshold for the more stringent category based on an average of the previous four quarters.<sup>19</sup>

## 2. Risk Management

### TD

The Applicant will apply its risk management framework to the combined organization upon consummation of the Proposed Transaction. TD's risk governance model includes a senior management committee structure that is designed to support transparent risk reporting and discussions. TD's overall risk and control oversight is provided by the TDB board of directors and its committees. TDB's CEO and senior executive team determine TD's long-term direction which is then carried out by business segments within TD's risk appetite. TD's Risk Management function, headed by the TDB Group Head and Chief Risk Officer, sets enterprise risk strategy and policy and provides independent oversight to support a comprehensive and proactive risk management approach. The TDB Chief Risk Officer, who is also a member of TD's Senior Executive Team, has unfettered access to the TDB board Risk Committee.

TD has a subsidiary governance framework to support its overall risk governance structure, including boards of directors, and committees for various subsidiary entities where appropriate. Within the U.S. Retail business segment, risk and control oversight is provided by a separate and distinct Board of Directors which includes a fully independent Board Risk Committee and Board Audit Committee. The U.S. Chief Risk Officer has unfettered access to the Board Risk Committee.

TD's risk governance structure emphasizes and balances independent oversight with clear ownership for risk and control within each business segment. Under TD's approach to risk governance, a "three lines of defense" model is employed, in which the first line of defense is the risk owner, the second line provides risk oversight, and the third line is internal audit. Each business segment has a dedicated risk management function that reports directly to a senior risk executive who, in turn, reports to the TDB Chief Risk Officer. This structure supports an appropriate level of independent oversight while emphasizing accountability for risk within the business segment. TD's Compliance Department is responsible for fostering a culture of integrity, ethics, and compliance throughout TD; delivering independent regulatory compliance

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<sup>18</sup> Please see Confidential Exhibit 11 for information regarding the pro forma cross-jurisdictional claims and cross-jurisdictional liabilities of the combined organization.

<sup>19</sup> 84 FR 59230, 59248 (Nov. 1, 2019).

and conduct risk management and oversight throughout TD; providing reliable and objective guidance and reporting to senior leadership and the board on the state of regulatory compliance and conduct risk, based on independent monitoring and testing conducted; and advising whether the Regulatory Compliance Management controls are sufficiently robust to achieve compliance with applicable regulatory requirements enterprise-wide. TD's Internal Audit function provides independent and objective assurance to the board regarding the reliability and effectiveness of key elements of TD's risk management, internal control, and governance processes.

TD's Risk Management function's primary objective is to support a comprehensive and proactive approach to risk management that promotes a strong risk culture. TD's Risk Management function works with the business segments and other corporate oversight functions to establish policies, standards, and limits that align with TD's risk appetite and monitors and reports on existing and emerging risks and compliance with TD's risk appetite. TDB's Chief Risk Officer leads and directs a diverse team of risk management professionals organized to oversee risks arising from each of TD's major risk categories. There is an established process in place for the identification and assessment of top and emerging risks. In addition, TD has clear procedures governing when and how risk events and issues are brought to the attention of senior management and the Risk Committee.

In support of a strong risk culture, TD applies the following principles in governing how it manages risk:

- *Enterprise-Wide in Scope*: Risk Management will span all areas of TD, including third-party alliances and joint venture undertakings to the extent they may impact TD, and all boundaries both geographic and regulatory.
- *Transparent and Effective Communication*: Matters relating to risk will be communicated and escalated in a timely, accurate, and forthright manner.
- *Enhanced Accountability*: Risks will be explicitly owned, understood, and actively managed by business management and all employees, individually and collectively.
- *Independent Oversight*: Risk policies, monitoring, and reporting will be established and conducted independently and objectively.
- *Integrated Risk and Control Culture*: Risk Management disciplines will be integrated into TD's daily routines, decision-making, and strategy formulation.
- *Strategic Balance*: Risk will be managed to an acceptable level of exposure, recognizing the need to protect and grow shareholder value.

TD's comprehensive and proactive approach to risk management is comprised of four processes: risk identification and assessment, measurement, control, and monitoring and reporting.

- *Risk Identification and Assessment*: Risk identification and assessment is focused on recognizing and understanding existing risks, risks that may arise from new or evolving business initiatives, aggregate risks, and non-traditional or emerging risks from the changing environment. TD's objective is to establish and maintain integrated risk identification and assessment processes that enhance the understanding of risk interdependencies, consider how risk types intersect, and support the identification of emerging risk. To that end, TD's Enterprise-Wide Stress Testing program enables senior management, TD's board of directors, and its committees to identify and articulate enterprise-wide risks and understand potential vulnerabilities for TD.
- *Risk Measurement*: The ability to quantify risks is a key component of TD's risk management process. TD's risk measurement process aligns with regulatory requirements such as capital adequacy, leverage ratios, liquidity measures, stress testing, and maximum credit exposure guidelines established by its regulators. Additionally, the Bank has a process in place to quantify risks to provide accurate and timely measurements of the risks it assumes. In quantifying risk, TD uses various risk measurement methodologies, including Value-at-Risk analysis, scenario analysis, stress testing, and limits. Other examples of risk measurements include credit exposures, PCL, peer comparisons, trending analysis, liquidity coverage, leverage ratios, capital adequacy metrics, and operational risk event notification metrics. TD also requires business segments and corporate oversight functions to assess key risks and internal controls through a structured Risk and Control Self-Assessment program. Internal and external risk events are monitored to assess whether TD's internal controls are effective. This allows TD to identify, escalate, and monitor significant risk issues as needed.
- *Risk Control*: TD's risk control processes are established and communicated through Risk Committee and management approved policies, and associated management approved procedures, control limits, and delegated authorities which reflect its risk appetite and risk tolerances. TD's approach to risk control also includes risk and capital assessments to appropriately capture key risks in its measurement and management of capital adequacy. This involves the review, challenge, and endorsement by senior management committees of TD's Internal Capital Adequacy Assessment Programs and related economic capital practices. TD's performance is measured based on the allocation of risk-based capital to businesses and the cost charged against that capital.
- *Risk Monitoring and Reporting*: TD monitors and reports on risk levels on a regular basis against its risk appetite and Risk Management reports on its risk monitoring activities to senior management, TD's board of directors and its committees, and appropriate executive and management committees. Complementing regular risk monitoring and reporting, ad hoc risk reporting is provided to senior management, the Risk Committee, and TD's board of directors, as appropriate, for new and emerging risks or any significant changes to the Bank's risk profile. TD is developing methodologies and approaches for climate scenario analysis through participation in industry-wide working groups and is



working to embed the assessment of climate-related risks and opportunities into relevant TD processes.

Stress testing is also an integral component of TD's risk management framework and serves as a key component of TD's capital, strategic and financial planning processes. Internal stress testing at TD comprises an annual enterprise-wide stress test featuring a range of severities, prescribed regulatory stress tests in multiple jurisdictions for various legal entities, and various ad hoc stress tests. The results of these stress tests enable management to assess the impact of geopolitical events and changes to economic and other market factors on TD's financial condition and assist in the determination of capital targets, capital risk appetite limits and liquidity adequacy.

These exercises also complement the identification and quantification of vulnerabilities, the monitoring of changes in risk profile, the establishment of risk appetite limits and the assessment of the impact of strategic business decisions and potential management actions. TD utilizes a combination of quantitative modelling and qualitative approaches to estimate the impact on TD's performance under hypothetical stress situations. Stress testing engages senior management across the lines of business, Finance, TBSM, Economics, and Risk Management. Stress test results are reviewed, challenged and approved by senior management, governance councils and executive oversight committees. TD's Risk Committee also reviews, challenges and discusses results.

### FHN

FHN has an enterprise-wide approach to risk governance, measurement, management, and reporting including an economic capital allocation process that is tied to risk profiles. Through an enterprise-wide risk governance structure and a statement of risk tolerance approved by the FHN board of directors, management continually evaluates FHN's enterprise risk.

FHN's enterprise-wide risk governance structure begins with its board of directors. The FHN board of directors, working with the Executive & Risk Committee of the board of directors, establishes FHN's risk tolerance by approving policies and limits that provide standards for the nature and the level of risk FHN is willing to assume. The FHN board of directors regularly receives reports on management's performance against FHN's risk tolerance primarily through the board's Executive & Risk and Audit Committees.

To further support the risk governance provided by the FHN board of directors, FHN has established accountabilities, control processes, procedures, and a management governance structure designed to align risk management with risk-taking throughout FHN. The control procedures are aligned with FHN's four components of risk governance: (1) Specific Risk Committees; (2) the Risk Management Organization; (3) Business Unit Risk Management; and (4) Independent Assurance Functions.

- *Specific Risk Committees*: The Board has delegated authority to the Chief Executive Officer to manage Business Strategy and Reputation Risk, and the general business affairs of FHN under the board of directors' oversight. The CEO utilizes the executive management team and the Management Risk Committee to

carry out these duties and to analyze existing and emerging strategic and reputation risks and determines the appropriate course of action. The Management Risk Committee is comprised of the CEO and certain officers designated by the CEO. The Management Risk Committee is supported by a set of specific risk committees focused on unique risk types (e.g., liquidity, credit, operational, etc.). These risk committees provide a mechanism that assembles the necessary expertise and perspectives of the management team to discuss emerging risk issues, monitor FHN's risk-taking activities, and evaluate specific transactions and exposures. These committees also monitor the direction and trend of risks relative to business strategies and market conditions and direct management to respond to risk issues.

- ***The Risk Management Organization:*** FHN's risk management organization, led by the Chief Risk Officer and Chief Credit Officer, provides objective oversight of risk-taking activities. The risk management organization translates FHN's overall risk tolerance into approved limits and formal policies and is supported by corporate staff functions, including the Corporate Secretary, Legal, Finance, Human Resources, and Technology. Risk management also works with business units and functional experts to establish appropriate operating standards and monitor business practices in relation to those standards. Additionally, risk management proactively works with business units and senior management to focus management on key risks in FHN and emerging trends that may change FHN's risk profile. The Chief Risk Officer has overall responsibility and accountability for enterprise risk management and aggregate risk reporting.
- ***Business Unit Risk Management:*** FHN's business units are responsible for identifying, acknowledging, quantifying, mitigating, and managing all risks arising within their respective units. They determine and execute their business strategies, which puts them closest to the changing nature of risks and they are best able to take the needed actions to manage and mitigate those risks. The business units are supported by the risk management organization that helps identify and consider risks when making business decisions. Management processes, structure, and policies are designed to help ensure compliance with laws and regulations as well as provide organizational clarity for authority, decision-making, and accountability. The risk governance structure supports and promotes the escalation of material items to executive management and the FHN board of directors.
- ***Independent Assurance Functions:*** Internal Audit, Credit Assurance Services ("CAS"), Compliance Testing and Model Validation provide an independent and objective assessment of the design and execution of FHN's internal control system, including management processes, risk governance, and policies and procedures. These groups' activities are designed to provide reasonable assurance that risks are appropriately identified and communicated; resources are safeguarded; significant financial, managerial, and operating information is complete, accurate, and reliable; and employee actions are in compliance with FHN's policies and applicable laws and regulations. Internal Audit and CAS

report to the Chief Audit Executive, who is appointed by and reports to the Audit Committee of the FHN board of directors. Internal Audit reports quarterly to the Audit Committee of the board of directors, while CAS reports quarterly to the Executive & Risk Committee of the FHN board of directors. Compliance Testing and Model Validation reports to the Chief Risk Officer and reports annually to the Audit Committee of the FHN board of directors.

### 3. Integration Planning

The Applicant is an experienced acquirer, and will devote significant management resources to complete the Proposed Transaction and integrate FHN seamlessly with the Applicant's operations and regulatory compliance infrastructure. The Applicant plans to operate a disciplined transition process, focused on building enterprise-wide capabilities and managing risk. Through this process, the Applicant intends to conduct an efficient integration of First Horizon Bank while being structured and diligent in its approach.

Specifically, the Applicant expects to coordinate its integration efforts through a centralized integration management team ("IMT"), which will support a number of work stream team leaders from a variety of departments and functions involved throughout the process. The IMT will manage the scope, schedules and budget for the integration. Additionally, the IMT will coordinate activities across all work streams and facilitate all program communications and updates. Vertical and horizontal work streams will structure the technology and business integration areas to support the delivery of the integration objectives throughout all aspects and phases of the integration program, as well as create clear accountability for meeting the integration objectives.

The teams involved in the integration efforts were also heavily involved in the due diligence efforts leading up to the announcement of the Proposed Transaction. Because of this significant overlap between due diligence and integration teams, there will be an immediate transfer of knowledge throughout the broader integration team allowing for a seamless transition between the two project phases. This knowledge and experience will be utilized to develop all of the target operating models for the combined company lines of business and work streams and identify the work stream projects that will be addressed in the integration process. For a description of the due diligence conducted by the Applicant, please see Confidential Exhibit 8.

Once the IMT structure and framework has been established, a number of work streams will be tasked with carrying out the integration effort. These work streams include (but are not limited to) consumer & business banking, corporate & commercial banking, wealth & investment services, payment services, digital banking, finance, credit, risk, technology & operations, human resources, legal, compliance/AML and communications.

In addition to the integration efforts focused on people, places, processes, policies and clients, the Applicant will also run a conversion team focused on systems and applications. Both teams run in parallel and there is great deal of cross-over among team members. The conversion team will have a highly disciplined approach to ensure preparedness, and will be managed by the most experienced IT project managers at the Applicant. Following

announcement of the Proposed Transaction, the conversion team engaged with relevant vendors to coordinate potential conversion timelines.

Following the completion of the Proposed Transaction but up until the technical conversion, legacy operations of TDBNA and First Horizon Bank will continue to run in parallel. Testing for the technical conversion takes place through a mock-conversion weekend prior to live conversion. The intent of this mock conversion is to mirror all aspects of the integration event management and other staffing models to confirm that the models and the technical conversion itself work. Go/No-Go meetings, data validation, lessons learned and other integration review mechanisms will be practiced during the mock conversion to make it as realistic as possible. The Applicant's preparations for integration will have no impact on First Horizon Bank's systems or ongoing operations prior to the completion of the Proposed Transaction.

Through these detailed efforts, the Applicant will operate with the guiding principles of preserving or enhancing customer and team member experience and uniting organizational cultures and team member values to protect and leverage the employee talent of both organizations. Each of these principles will be at the forefront of decision-making not only for the banks' leadership, but also the IMT and supporting work streams. This will enable the end goal of creating a combined bank representing a unified organization to customers. Retaining, integrating and leveraging employee talent will be a key priority of integration efforts, as it is through its unique employee-driven culture that the Applicant maintains its strong record of customer service and experience. The joint efforts of the HR and Communications work streams will work with customers and the employees throughout the integration process to address customer needs and concerns, and support talent retention and clearly communicate strategic team priorities. This customer- and team-centric approach to integration efforts will provide a seamless transition for customers and employees to their new relationship with the combined organization, while minimizing disruption to products, services and operations.

While the Applicant anticipates maintaining its policies and procedures following consummation of the Proposed Transaction (including risk management policies and procedures), the Applicant will continue to review its policies and procedures throughout the transition to ensure that any necessary improvements are adopted.

#### 4. Commitment to Diversity and Inclusion

##### **TD**

Diversity and inclusion ("D&I") are an extension of TD's purpose and central to creating and fostering a culture of care, where everyone is seen, included, appreciated and supported. TD aspires to create an environment where all employees have an opportunity to fulfil their potential and to participate in ways that make a difference. TD knows that its colleagues can only do their best work and have the best experiences when they feel included, empowered and encouraged to be themselves.

For TD, diversity and inclusion is a strategic priority, and TD has achieved progress in advancing D&I across its organization. Recent events, including the pandemic and horrific

incidents of racism, have affected TD's customers, colleagues and communities that TD serves. These events have reinforced the importance of diversity and inclusion as a core value and a business imperative for TD. Since the disproportionate impact of COVID-19 and social unrest, there has been a heightened focus not just on diversity at TD, but on advancing TD's culture of inclusion.

For example, TD monitors representation of under-represented groups on a regular basis, with a focus on its workforce continuing to represent the diverse communities TD serves. TD is committed to increasing minority executive representation across TD, and TD's investments and strong working relationships with groups such as the Urban Leadership Forum in the U.S. will help support these efforts.

TD values diversity and is committed to recruiting people with disabilities, women, veterans and members of the LGBTQ2+ and Black, Indigenous and People of Color ("BIPOC") communities. TD works to attract and develop next-generation professionals by offering paid internships, rotational programs and management associate programs. TD's Diversity Sourcing team focuses on attracting top talent from diverse communities in alignment with an enterprise-wide talent acquisition strategy. Recent initiatives to attract a diverse workforce included the following:

- In 2021, TD successfully launched new cohorts of the Career Relaunch program designed to increase diversity in senior ranks. This program was created to recruit and nurture financial professionals who took an intentional career break for a range of reasons – to raise children, care for parents, serve in the military or tend to personal health. In addition, through its Women Advisor Strategy, TD implemented a wealth planning strategy supported by the recruitment of more women for senior investment advising roles and launched a mentorship program to help retain, grow and develop talent at TD.
- TD has a specialized talent recruiter in the U.S. to connect LGBTQ2+ talent with career opportunities at TD, and TD executives and colleagues participate in panels on the LGBTQ2+ workplace experience at TD in business case competitions, in mentoring initiatives and in partnerships with student organizations.
- TD works with Ascend, an organization that works to promote current and future business leaders from Pan-Asia, in the U.S.. TD's work with Ascend helps TD build and develop a highly engaged pool of potential applicants.
- TD has strong working relationships with groups such as Urban Leadership Forum in the U.S. to help TD reach its commitment to increasing Black representation within TD.
- TD's work with Specialisterne across TD's North America footprint to employ professionals who identify with autism or other forms of neurodivergence has led to over 40 hires over the past four years. In 2021, TD expanded the program into the U.S. by developing a pilot project within TD's technology department.

- TD increased its focus on hiring veterans and creating an inclusive environment where its veteran colleagues can thrive. TD boosted recruitment efforts in the U.S. by working with two national organizations – Hirepurpose and RecruitMilitary – in addition to its existing U.S. relationship with JobPath.

In addition, TD developed an inclusive leadership strategy to reinforce the value of inclusion, and through a number of learning and development programs, to help TD’s managers to develop actionable strategies to engage and leverage the full potential of diverse teams and minimize negative consequences resulting from unintentional bias. Some of the initiatives and programs that support a diverse and inclusive organization are listed below:

- TD’s Inclusive Leadership curriculum has helped educate over 3,000 people managers about how to identify biases and non-inclusive behaviors. In addition, TD’s inclusive leadership resource guide supports learning and development specialists in their efforts to build D&I messaging into business-specific training.
- Through TD Thrive, a learning platform, TD provides a Diversity and Inclusion-Lead Yourself-Thrive Pathway, that provides employees with the opportunity to enhance their understanding of D&I and to build the skills they need to learn and thrive today and in the future.
- The second annual global D&I Summit – Better Together – invited colleagues from across the organization to participate in a virtual conversation with leaders on the topic of D&I. The event, attended by nearly 6,700 colleagues in 2020, underscored TD’s strong commitment to D&I, with employees, including TD’s Bank President and CEO and the Global Head of D&I, sharing their life experiences and providing insights to further strengthen inclusion at TD.
- Annual festivities, colleague storytelling, learning opportunities and speaker events support key celebrations such as Pride Month, Autism Awareness Month, and Black History Month. In 2020, TD transitioned to virtual platforms to maintain colleague engagement and connect as a community.

In addition, TD has launched an employee resource portal which enables its colleagues to learn more about the impacts of racism, access resources on how to be anti-racist and determine how they could participate in virtual group experiences offered by Black-led and Black-focused organizations. In September 2020, TD held a series of learning sessions to better understand Black communities in North America, bringing together colleagues from various parts of TD with esteemed Black leaders who are thought leaders in their fields. These sessions unpacked issues, identified areas of opportunity and will help teams across TD develop future strategies and programs.

In April 2021, TD hosted United: Addressing Anti-Asian Racism, where leaders and colleagues, shared their thoughts on the recent rise in violence and discrimination against the Asian community and their own experiences having uncomfortable conversations at TD. In May 2021, Asian American and Pacific Islander Heritage Month in the U.S. was recognized and Colleagues across the enterprise came together for a Celebration of Pan-Asian Culture.

## FHN

FHN promotes diversity and inclusion by recognizing, embracing, and leveraging the diverse backgrounds, experiences and viewpoints of its team members. For more than a decade, First Horizon Bank has had a dedicated team, integrated programs and proactive initiatives dedicated to diversity, equity and inclusion (“DEI”). FHN has always and continues to recognize that success is achieved by having a diverse team working in an inclusive environment where equitable opportunities are available to all. DEI is not a stand-alone initiative, but is embedded in the daily operations of First Horizon Bank’s business and its corporate culture.

At FHN, DEI is a business imperative. FHN knows that leveraging the power of DEI through its four strategic priorities—workforce, workplace, marketplace and community—is critical to meeting its desired goal of building a culture that fosters innovation, maximizes business results and magnifies its impact. FHN does not isolate diversity, equity and inclusion as a separate initiative; rather, the bank seeks to continuously incorporate these elements into its overall culture and all business efforts to drive enterprise-wide impact. By leveraging each of these strategic pillars, and collaborating with teams within its organization, FHN’s culture fosters innovation and maximizes business results.

- Workforce: FHN is committed to continuous improvement in creating and sustaining a diverse, equitable and inclusive workforce. FHN is dedicated to the goal of meaningful DEI at every level of the organization, particularly at its four highest levels of leadership.
- Workplace: FHN recognizes that the success of DEI hinges on the way it is embedded into the fabric of its culture. FHN’s ultimate goal is to lead the way in searching for, and providing professional and personal growth opportunities to its associates, clients and partners.
- Marketplace: FHN is committed to growing its business by meeting the diverse needs of all its clients, represented by varied backgrounds and lifestyles. It is committed to assisting its clients in attaining greater economic self-reliance by helping them select the best products and services to meet their financial needs. Additionally, First Horizon Bank is dedicated to serving its communities by culturally expanding its supplier base and modeling superior corporate citizenship.
- Community: FHN is committed to serving clients, businesses and communities in all geographic markets where it has a presence. As a company and as individuals, FHN shares the hopes of its neighbors for a better place to live, learn, work, plan and serve.

In 2020, FHN hired a Chief DEI Officer, who is responsible for cultivating and expanding FHN’s strategic leadership in developing and implementing programs and initiatives that advance the company’s DEI efforts. This officer will be a leader, advisor, advocate, catalyst for change, and an institutional resource focused on infusing DEI into all programs and activities internally and externally.

FHN uses its platform to foster a culture that deeply values diversity, equity and inclusion, and has no room for bias, racism or hatred. For example, in June 2020 FHN hosted a virtual discussion panel on inclusion with civil rights pioneers and other valued partners. FHN has also engaged in crucial conversation programs within its Associate Resource Groups (“ARGs”), and offered paid time-off to associates to enable them to serve FHN’s communities and learn more about the country’s history, as well as issues surrounding race and social injustice, in order to work together to continue creating an environment where everyone is treated with dignity and respect.

FHN is committed to a workplace that not only represents a variety of workers from different backgrounds, but also provides the support they need to help them perform their best. FHN is committed to providing associates with the tools and resources to create a workplace where everyone feels safe, accepted and valued. FHN has a dedicated webpage for associates that includes an ever-growing list of carefully curated DEI resources including articles, videos, webinars and podcasts on topics such as overcoming bias, women’s history, Black history, LGBTQ, pride, autism acceptance, financial education and Asian American and Pacific Islander heritage. These resources are frequently updated and content evolves with the changing needs of its workforce.

FHN has established a Diversity, Equity and Inclusion Council comprised of associates from across the company who represent a wide range of business lines, associate levels and backgrounds. The group’s purpose is to discuss the company’s current strategic plan for emphasizing diversity, equity and inclusion throughout its organization. The council is led by executive sponsors who serve as strategic leadership partners.

In addition, FHN works hard to embed diversity, equity and inclusion into the fabric of its culture. To better connect with other diverse colleagues, FHN uses ARGs to drive leader and associate engagement, foster support and provide networking opportunities. First Horizon Bank celebrates and encourages the rich variety of voices and views that comprise the bank and contribute to its collective strength and company culture. First Horizon Bank currently has 12 chapters of the following seven ARGs:

- *Alliance & Allies*: Dedicated to the support of diversity, equity and inclusion for lesbian, gay, bisexual and transgender associates and their parents, families, friends and straight allies.
- *Bankers en Motion*: Provides a support system for inclusion, community outreach and professional development.
- *Diversity Networking Association*: A collaborative and diverse networking experience that affords members access to career and community-focused opportunities for networking experiences.
- *Gen Now*: Fosters professional development and engagement among associates to become future leaders and encourages innovation and inclusion in a multigenerational workforce.



- Veterans Support Association: Supports associate veterans, their families and veterans groups in its communities.
- Women's Initiative: Promotes the success of women within FHN's communities.
- Working Parents and Caregivers: Provides support, encouragement and guidance to associates who serve in the capacity of a caregiver. This includes, but is not limited to, caregivers for children, aging parents, siblings and individuals with health issues.

FHN utilizes team members' differences to anticipate and meet the needs of its customers and communities while leveraging the strengths that come from their diverse perspectives. For example, FHN became the first U.S. bank to become certified by KultureCity as Certified Sensory Inclusive. The bank's partnership with KultureCity in Alabama has educated and equipped its banking center associates to better serve those in the community with sensory sensitivities including those with dementia, PTSD and other similar conditions. The certification process trained staff at all eight Birmingham banking centers on how to recognize guests with sensory needs and how to handle a sensory overload situation. Sensory bags, equipped with noise canceling headphones, fidget tools, verbal cue cards and weighted lap pads are available to all guests who may feel overwhelmed by the environment.

Demonstrating its commitment to diversity and inclusion, FHN is focused on increasing underrepresented talent in key business units, in leadership roles and in the bank's top-tier salary levels. To further accelerate representation of multicultural talent in revenue-generating and client-interfacing roles, the bank implemented a Strategic Hiring Initiative. This initiative provides highly talented individuals with mentors, customized development plans and on-the-job experience to accelerate their progression and proficiency in their role.

FHN has won numerous awards in recognition of its ongoing commitment to diversity and inclusion, including being included in the following recognitions : Bloomberg Gender-Equality Index; Corporate Equality Index, Human Rights Campaign; Diversity Leader Profiles, Diversity Journal; Women of Excellence National Association for Female Executives, 100 Best Adoption-Friendly Workplaces in America, Dave Thomas Foundation for Adoption; and Best Companies for Multicultural Women, Working Mother Magazine.

### **C. Convenience and Needs of the Community**

TD and FHN each serve the needs of their communities through their respective branch networks and other channels, and the Proposed Transaction will bring substantial benefits to the customers and communities currently served. TD and FHN believe that the Proposed Transaction will meet the convenience and needs of the community by providing customers of both banks an expanded branch and ATM network, as well as access to a wider variety of banking products and services. In addition, the greater capital resources of the combined organization will enable the combined organization's branches and operations to provide expanded banking services to customers and the community on a safe and sound basis, and the much greater scale of the combined organization will allow it to invest in technology to provide a differentiated customer experience.

Both TD and FHN offer a large number of banking services and products, and each product may have a number of features. Deposit products of the two banks reflect varying combinations of interest rates, service charges, minimum balances and funds availability. Loan products also involve different features. TD is in the process of evaluating the loan and deposit products and services offered by TDBNA and First Horizon Bank to determine the differences between the two and what, if any, adjustments will be made. No final decisions have been made but, in any event, the Applicant does not expect any material discontinuations in the categories of offered products or services or material increases in customer fees resulting from the Proposed Transaction. For additional information, please see Confidential Exhibit 9.

Based on the parties' initial assessment, the business and core competencies of TD and FHN are highly complementary. For example, TD offers the scale, product breadth and technology to penetrate consumer and business banking markets through its mobile banking, retail cards, auto finance loans, mortgage and home equity loans, complementing FHN's large and loyal client base. TD's strong consumer product suite and legendary customer service model, including its leading digital capabilities, longer store hours, and easy-to-access account opening processes, will greatly benefit FHN's customers. The Proposed Transaction will combine TD's and FHN's strengths in commercial banking and specialty businesses (including FHN's specialty banking strengths in asset-based lending, mortgage warehouse lending, commercial real estate, equipment finance, and fixed income) to build a leading national platform. In addition, customers of both banks will have access to the combined organization's expanded commercial loan capacity, as well as its larger capital base that will support greater commercial and community development lending and investment capacity. Furthermore, customers of both banks will be well served by the compatibility of FHN's and TD's shared customer-focused operating philosophies and strong commitment to local communities.

Geographically, the Proposed Transaction would enlarge and diversify the footprint of both banks, which will enable the combined organization to compete for top talent across the combined organization's footprint and allow both banks' current customers to enjoy an expanded network of branches and ATMs.

Further, the combined organization will remain committed to providing convenient access to banking products and services to its communities, including to underbanked communities. Both TD and FHN offer banking hours and services that do not vary in a way that inconveniences any portions of their assessment areas, which will continue following the Proposed Transaction. TDBNA has made investments to increase deposit-taking ATMs throughout its CRA assessment areas to improve service and access, and to meet the convenience and needs of its customers. As of December 2020, TDBNA maintained 583 deposit-taking ATMs located in low- and moderate-income ("LMI") geographies.

TD and FHN also offer alternative systems for delivering retail banking services to enhance the convenience of such services to their respective communities. TD and FHN both, for example, offer online and mobile banking, automated telephone banking, and live telephone-banking. The combined organization plans to offer these alternative delivery systems and products in both banks' market areas following the closing of the Proposed Transaction.

Importantly, and as discussed in detail below, TD and FHN are both strong corporate citizens, with well-established reputations for serving all segments of their communities, including by prioritizing affordable and inclusive financial access, promoting diversity and inclusion, addressing systemic racism and fostering the economic empowerment of disadvantaged communities, and supporting sustainable practices and environmental stewardship. For example, in 2018, TD launched the TD Ready Commitment to work towards a more inclusive and sustainable tomorrow and, in so doing, act as a positive change agent across its footprint by connecting, enriching and supporting the communities which it serves. As part of the TD Ready Commitment, TD has targeted a total of approximately \$750 million in community giving by 2030 and a total of approximately \$75 billion toward low-carbon initiatives through lending, financing, asset management and internal corporate programs by 2030.

The cultural synergies from the Proposed Transaction and the value that both banks place on corporate citizenship and social and environmental goals will promote the convenience and needs of the communities each bank serves as well as the broader U.S. society.

#### 1. Financial Education and Well-Being Offerings

##### TD

TD believes that it has an important role to play in helping people improve their confidence in their financial future by helping them build their financial knowledge. TD works to embed financial health and education into its business practices and initiatives supporting its customers, colleagues, and the communities it serves. TD is committed to delivering financial literacy and education, maintained through proprietary programs, and support of financial literacy programs offered by community-based organizations or governmental entities. A key differentiator of TD's financial education program is TD's employees' volunteerism to teach these lessons in person as a service to TD's communities.

In recent years TD has amplified its efforts to help people from all walks of life improve their money skills. Understanding how to manage finances is key to achieving financial security. Financial tips and tools are available to all U.S. TD mobile app users through the "TD for Me" feature. Similarly, employees can send customers SMS text messages directing them to financial education information relevant to the customer's interest and needs. By providing access to tools and programs, TD can help people feel confident about reaching their financial goals.

In the U.S., TD has established the TD Bank Learning Center ("TDBLC"), powered by EVERFI, a digital education company. TDBLC offers a variety of learning modules, including topics on mortgages, credit scores and reports, elder fraud prevention, identity theft and small business and delivers online, interactive financial education content in English and Spanish. In April 2020 in response to COVID-19, TDBLC added new content, including modules on mortgage relief, budgeting and mindful living. In TDBNA's stores, employees use tablets to take customers to the Learning Center, combining just-in-time financial education with personal financial advice. TD launched the service with non-profit partners, including the Centro Campesino Farmworker Center, Bedford-Stuyvesant Restoration Corporation and YouthBuild Philadelphia Charter School.

TD's WOW!Zone, a proprietary comprehensive K-12 financial literacy program which meets the National Council of Teachers of Mathematics standards, provides educators with a free, interactive program to introduce topics such as: the value of money, the difference between saving and spending, balancing a check book, planning a budget, and making investments. The WOW!Zone also includes a free virtual stock market game which allows users to begin with \$100,000 of virtual money to trade on any of the more than 25,000 stocks and mutual funds listed on the New York Stock Exchange, Nasdaq, American Stock Exchange and other U.S. stock exchanges. Teachers, parents, and community group leaders can download the lesson plans and materials to teach directly to their audience independently or can take advantage of TD volunteers serving as in-person facilitators. Both options are completely free to teachers and community organizations in need of financial education materials. TD's volunteer instructors are available upon request to visit classrooms and provide instruction.

TD also established its Tax Resource Center, which provides a one-stop experience for U.S. customers to gather resources and information on tax filing. The online tax resource center provides educational content including an interactive guide, videos, calculators and tips, along with important dates plus reminders for customers regarding TDBNA tax documents. Newly hired tellers receive financial education on budgeting and credit as part of their required training. Each month, TD employees can engage in a new financial topic, from retirement planning to managing joint finances with their significant other.

In 2018, TD introduced its first Adaptive Financial Education program. This initiative provides individuals with diverse abilities an opportunity to gain practical banking skills and better understand their finances through access to personalized financial education and services. Through these tools, learners gain practical banking skills and access to the financial education and services needed for employment and independent living. The curriculum includes five lessons covering various topics. In 2019, this curriculum was made available on TD's public website to allow parents, teacher, and community organizations to download the resources for use independently. Customers and non-customers can also request a TD volunteer instructor to facilitate the lesson in person or virtually for their community group or organization.

TDBNA supports "Change Machine," an equity-based non-profit ecosystem of financial coaching and support strategies for social service organizations furthering financial education for unbanked and underbanked families. With support from TDBNA, Change Machine expanded its CommunityBOOST platform, which uses cloud-based technology to increase access to financial education for all. Through CommunityBOOST, thousands of social service organizations and public agencies delivered financial coaching in New Jersey, North Carolina and Florida. More than 1,000 individuals used the platform in 2020 alone, and at least 85% of them noted an improvement in their saving habits.

TDBNA continued its work with EVERFI to bring foundational financial skills to middle school students in Massachusetts, New Jersey and Florida through the TD Financial Scholars Program. The program offered students lessons on money through its "Vault: Understanding Your Money" series. As schools moved to virtual learning, there was increased demand, and the program was able to engage more than 1,000 students in 50 schools.

Over the last three years, TD has partnered with the National Foundation for Credit Counseling (“NFCC”) to fund financial capability and credit counselling for small business owners across the U.S. TD’s \$3 million investment in NFCC’s “Sharpen Your Financial Focus” program for small business owners gives participants access to specialized financial education coaching, educational resources and financial products and services. With TD’s support, the NFCC helped educate over 10,000 small business owners across 36 NFCC member agencies. TD and NFCC also collaborated to increase the capacity of institutions serving small business owners—*i.e.*, “train the trainer”—so that communities can benefit from the program even after it ends.

### **FHN**

FHN understands that effecting change requires providing the community education and opportunities for financial empowerment and advancement. Through its participation in the Junior Achievements program, FHN brings Junior Achievements programs into the classroom to teach students (many of whom come from low-income families) about career readiness, financial literacy and entrepreneurial training, giving them practical steps needed to succeed. Through these programs, students receive an introduction to the banking system and the economy, but they also learn how to follow the market and invest, gain inspiration to take the plunge into starting their own businesses and begin mapping out their career interests. For example, in 2020, in addition to the First Horizon Foundation’s financial support of the Junior Achievements program, FHN staff donated approximately 140 hours of service in the form of financial literacy and board and committee participation

Through its alliance with Operation HOPE, FHN offers free financial empowerment workshops at the bank’s HOPE Inside locations in Tennessee, Mississippi, North Carolina, South Carolina and Florida. Programs include Banking for Beginners, How to Improve Your Credit Score and How to Start Your Own Small Business. The workshops help strengthen the financial foundation of its communities and elevate individuals and families through better access to financial products and services.

- *Banking for Beginners*: The Banking on Our Future five-week program teaches students how to manage money with classes about budgeting, credit, saving and investing.
- *How to Improve Your Credit Score*: The 700 Credit Score Communities workshop help customers improve their credit score and, upon completion, customers can set up a private session with a financial coach to get one-on-one insights and learn more about money management skills.
- *How to Start Your Own Small Business*: Certain locations offer the Small Business Education Program, which focuses on business planning and learning how to be an entrepreneur.

Since 2015, First Horizon Bank and HOPE have reduced client debt by more than \$24 million, increased client savings by more than \$3.8 million and helped 466 clients start a new small business—a majority of which were started by women and minorities.

The First Horizon Foundation is the private charitable foundation of First Horizon National Corporation. Founded in 1993 to serve the communities in which First Horizon Bank operates, the Foundation has donated more than \$100 million across the bank's footprint. The First Horizon Foundation supports organizations that are working to promote financial literacy and teach sound money habits to all ages in the communities it serves. These include:

- *Rock the Street, Wall Street*: A financial literacy program designed to spark high school girls' interest in finance careers. Upon completion of the program, girls' comprehension of financial concepts improves by an average of 97 percent.
- *The University of Tennessee*: The University of Tennessee Extension's Youth Consumer and Financial Education program, which teaches financial and budgeting skills to nearly 50,000 students annually across Tennessee.
- *Knoxville Area Urban League*: The Knoxville Area Urban League's Homeownership Center Homebuyer Education classes, Foreclosure Counseling, and Financial Fitness classes. Knoxville Area Urban League's mission is to enable African Americans, other minority groups and the underserved to secure economic self-reliance, parity, power and civil rights. The organization regularly offers free and low-cost classes for community members.
- *Marbles Kids Museum*: First Horizon Foundation provided a grant to expand the Raleigh museum's financial literacy exhibit, which helps bring financial education to life for children of all ages in a bright, interactive setting.
- *Greensboro Children's Museum*: First Horizon's contribution is helping update the museum's 'Smart Money' program for elementary school-age children and integrate financial literacy programs throughout the museum's exhibits.

## 2. Inclusive Products and Services for Consumers

### TD

In addition to providing convenient access to financial education, TD's financial inclusion strategy seeks to provide individuals with access to useful and affordable financial products and services that meet their needs, delivered in a responsible and sustainable way. For example, in September 2021, TD expanded its product offerings and introduced TD Essential Banking, a low-cost, no-overdraft-fee deposit account that meets the Bank On National Account Standards for low-cost accounts. The new product, which has no minimum daily balance requirements, is aligned with TD's ongoing, bank-wide efforts to meet the needs of unbanked or underbanked customers, designed to meet the needs of more customers, in more communities, by providing additional account options, and is ideal for customers who want an everyday bank account without overdraft fees or non-sufficient funds fees and without any minimum daily balance requirements. TD's goal for this new account offering is to help its customers establish a more secure, inclusive and sustainable financial future for themselves, their families, and their communities.

In addition to the new account offering, TD announced enhancements to its bank-wide overdraft policies in June 2021 and February 2022, which will help all TD deposit account customers better manage their accounts, make informed financial choices, and avoid potential overdraft fees. Most recently, TD announced that it will launch an updated \$50 overdraft threshold, with customers being able to overdraw their account up to \$50 before incurring an overdraft fee. Other enhancements expected to be made throughout 2022 include providing customers who overdraw their account by more than \$50 with 24 hours to cure and avoid an overdraft fee, eliminating the transfer fee for customers using savings overdraft protection services, and providing alerts and notifications so customers are informed and can take action when their account balances are low. These recent enhancements are in addition to TDBNA's long-standing "open access" model. TDBNA does not require a credit check to open checking accounts, which reduces barriers for underbanked populations.

Other affordable retail banking products include the TD Simple Checking account offers no barriers to open the account and no credit check; no minimum opening deposit; no minimum balance requirement; low monthly maintenance fee; free instant issue debit card, and free access to online banking and statements, bill pay, and direct deposit. For students and young adults ages 17 through 23, TD's Convenience Checking account offers no minimum balance requirements and no monthly maintenance fees. For customers who are 60 years or older, TDBNA offers the TD 60 Plus Checking Account, allowing such customers to earn interest while keeping a lower minimum daily balance to avoid a monthly fee. The TD 60 Plus Checking Account comes with free standard checks, money orders and official checks. TDBNA opens personal accounts regardless of whether a person is unemployed or is or has been bankrupt, subject to required conditions. All TD deposit products are offered with no credit checks; no minimum opening deposits; free instant issue debit card, and free access to online banking and statements, bill pay, and direct deposit.

TDBNA also offers of a variety of affordable consumer loan products that help provide underserved communities with mainstream financial services and products, including the following:

- The TD Cash Secured Credit Card, a credit card with a low deposit requirement (which was recently reduced from \$500 to \$300 for increased access) that allows customers who may not otherwise qualify for a credit card to build or rebuild their credit;
- Home equity loans with a low minimum loan amount of \$10,000, which offer a low fixed rate with terms from 5 to 30 years.
- "Right Step," TD's LMI mortgage product, available to LMI customers or for properties located in LMI areas. The Right Step mortgage product offers customers substantial savings (because mortgage insurance is not required), flexible options (with down payment as low as 3% for single family homes), and competitive fixed interest rates allowing stability and additional savings. Right Step was enhanced in 2021 to further increase access with a lower FICO score requirement and expanded debt-to-income ratio and combined loan-to-value eligibility, and a \$500 minimum down-payment requirement.

- TDBNA also participates in the HomeReady loan program backed by Fannie Mae, which allows income-eligible borrowers to qualify for a home loan with as little as a 3% down payment.
- In March 2022, TDBNA launched the Home Access Mortgage Product, which is specifically designed to increase homeownership opportunities in Black and Hispanic communities across several markets within TDBNA's footprint. The TD Home Access Mortgage provides prospective buyers with an affordable mortgage option, including a \$5,000 lender credit that borrowers can use for closing costs or towards a down payment of a home purchase, and offers more flexibility with greater debt-to-income ratio allowances as well as credit parameters that increase accessibility.

TDBNA also works to become a trusted business partner and help its small business customers achieve their business and personal goals. TDBNA engages its small business customers by providing them convenient access to financial services and resources geared to meet their needs. Through TDBNA's digital and mobile tools, customers can manage their finances, learn new skills and apply for new solutions. In mid-2018, TDBNA launched the Digital Application for Small Business for borrowing requests of up to \$100,000, which allows customers to apply for loans when doing so is most convenient for the customer (even after business hours or on weekends).

The platform proved to be invaluable to customers during the COVID-19 pandemic, when there was a dramatic shift in the summer months, with 74% of all customers applying online for loans. The program has supported TD's efforts to engage with LMI communities more effectively. Digital engagement is another way to reach underserved communities and underscores TD's commitment to bringing financial access and inclusion to all segments of society. TDBNA also launched TD Online Accounting to provide a convenient, integrated payment and accounting experience for its small and closely held business customers to conduct banking and bookkeeping activities through TD's Small Business Online Banking platform.

As an SBA preferred lender, TDBNA was one of the SBA's top participants in the Paycheck Protection Program. TD built and launched a customized digital PPP application and rapidly trained and cross-trained employees to evaluate and process applications. In November 2021, TDBNA announced that it ranked No. 1 for the fifth consecutive year in total number of approved SBA loan units in its footprint for the SBA's 2021 fiscal year.

### **FHN**

First Horizon Bank's loan products include personal lines of credit, personal loans, real estate lending products, mortgage loans, accounts receivable funding product, business equipment leasing, and credit cards. First Horizon Bank has introduced several loan and deposit products to better serve its customers. Such loan products include affordable housing loans, small business loans, secured credit card products. First Horizon Bank also offers digital banking platforms to provide financial services to small businesses.



First Horizon Bank's inclusive loan products include down payment assistance programs for consumers, a credit card and ready reserve line for early-life cycle business customers, and a digital lending portal for small business express lending.

First Horizon Bank also provides a variety of deposit products for commercial and consumer customers including checking, savings, money market, and time deposit accounts. Other retail products and services include small business digital banking services, wealth management; payroll processing products, online, mobile, and telephone banking; remote deposit services; person-to-person payments; night depositories for businesses; and foreign exchange.

First Horizon Bank offers a range of innovative and flexible lending programs designed to support the bank's commitment to financial inclusion and offering affordable financial products to the communities that need them most. Some of these products include:

- *Affordable Housing Loans*: First Horizon Bank offers loans under its Affordable Housing Program, which includes products with low down payment; long-term, fixed rate loans with low monthly payments; and no requirement that borrowers obtain private mortgage insurance.
- *Small Business Loans*: First Horizon Banks partners with Operation Hope to provide access to business capital to qualifying graduates of the Entrepreneurial Training Program, including term loans, and credit products through small business visa credit card and secured visa (personal credit card).
- *Secured Credit Card*: First Horizon Bank's secured credit card product provides customers access to credit, while allowing them to develop a solid history of credit payments that benefits their credit profile and increase their access to financial products in the future.
- *Access Checking*: First Horizon Bank offers free digital banking with low fees that includes features such as free bill payment, checkless accounts, free debit card and free online statements.

### 3. Response to Community Impacts of COVID-19

#### TD

COVID-19 has challenged TD and its customers and communities in many ways. In the spring of 2020, TD introduced the TD Community Resilience Initiative, a comprehensive program that includes funding, employee engagement and on-going collaboration with organizations and community groups across TD's operating footprint that are critical now and into the future, many of which were directly impacted by the effects of COVID-19. TD's philanthropy, people and business created a meaningful impact in supporting its communities through the COVID-19 pandemic, including through the following initiatives:

- *Immediate Contributions for Community Health Needs* – Within the first few weeks of the pandemic, TD donated to the National Association of Community

Health Centers in the United States, which helped get funding directly to health centers in need, which are often the first point of contact for members of the communities they serve.

- *Helped Non-Profits Navigate Initial and Ongoing Impacts of COVID-19* – TD supported over 500 organizations by honoring all existing funding commitments, offering flexibility to change or defer programming, supporting shifts to virtual programming and helping non-profits address immediate and long-term needs. TD also supported non-profits to stay operational at a time of increased need.
- *TD Ready Challenge* – Through its annual “TD Ready Challenge,” TD has made one-time grants (ranging from \$325,000 to \$1 million for U.S. organizations) available to support innovative solutions that address pandemic recovery, with an emphasis on communities that are experiencing disproportionate impacts of COVID-19.
- *Evolved the TD Ready Commitment Network to Include Virtual and Contact-Free Opportunities* – TD reimaged the colleague experience to offer an array of virtual and unique programs. Opportunities included virtual volunteering and community leadership, colleague fundraising initiatives, virtual group experiences and online learning to help colleagues connect to their local communities during this exceptional time of need.
- *Launched TD COVID-19 Relief Colleague Fundraising Program* – Over 3,000 colleagues raised more than \$1.8 million for COVID-19 relief through a North American colleague fundraising program.
- *Introduced TD Community Resilience Initiative Webinars* – TD launched a series of webinars to help non-profit organizations navigate the uncertainties of COVID-19. Ten different webinars offered advice on a range of timely topics, including identifying support programs, managing finances during a crisis, economic outlooks and adjusted fundraising and revenue-generating methods. Over 3,000 individuals attended these events.
- *Supported Non-Profits, such as Newark Working Kitchens* – TD’s Social Impact and Small Business teams in the U.S. worked together to help provide startup funding to help keep local restaurants in Newark, New Jersey, afloat; reduce food insecurity in the community, and provide advice to small businesses on navigating available financial supports.

In addition, TDBNA has secured funding approval for more than 130,000 applicants under the Paycheck Protection Program (“PPP”) to assist small- and medium-sized businesses affected by the COVID-19 pandemic, helping to provide over \$12 billion in funding. TDBNA’s typical PPP customer profile is a small business owner with less than 10 employees on average who requested an average PPP loan size of less than \$100,000. TDBNA’s application and forgiveness portal are 100% digital, with both desktop and mobile capabilities and with ADA

compatibility. TDBNA also developed a Power of Attorney feature which allowed borrowers with physical disabilities or multiple disabilities to apply through an authorized signor.

TD has provided support to over 400,000 U.S. customers and accounts through “TD Cares,” deferred payments on approximately \$84 billion in loan balances and offered insurance customer relief programs that exceeded \$88 million in premiums. Through the TD Cares program, TD offered a number of financial assistance options, including:

- TDBNA retail deposit customers were offered refunds of overdraft, monthly maintenance and non-TD ATM fees, as well as early access to retail Certificates of Deposit with no early withdrawal penalties.
- TD offered its TD Bank Visa credit card customers and personal loan customers payment deferment options and late fee refunds, with no derogatory credit bureau reporting. Throughout the pandemic, 299,000 accounts were assisted, totaling \$766 million in balances.
- Personal and TD Fit loans were offered payment deferment of 90 days (in some cases up to 120 days) and late fee refunds.
- Home equity loan or line of credit and residential mortgage customers were offered payment deferment of up to 90 days, with the option to extend incrementally for up to 18 months, with no derogatory credit bureau reporting. During the life of the program, over 9,300 accounts were assisted through forbearance. Customers were also eligible for late fee refunds. TDBNA waived \$370,000 in late fees.
- TD Auto Finance customers were offered payment extensions for three payment periods and late fee waivers, with no derogatory credit bureau reporting. In addition, TDBNA waived the business-as-usual requirement that customers pay monthly accrued interest prior to going onto the extension. As a result, TD Auto Finance provided more than 165,000 payment extensions with outstanding balances totaling more than \$4.4 billion.
- TDBNA provided assistance options for small business deposit and merchant solutions customers including: refunds of monthly maintenance fees; refunds of overdraft and non-TD ATM fees; early access to business Certificates of Deposit with no early withdrawal penalties; and refunds of monthly service, inactive and minimum fees for Merchant Solutions customers.
- Small Business loan customers were offered payment deferrals for either 3 or 6 months, late fee waivers and deposit account overdraft charge waivers. TDBNA deferred 3,336 loans totaling \$473 million.

TD also recognizes that the COVID-19 pandemic has presented challenges for its employees, both at and away from work. Throughout the year, TD remained committed to its colleagues. TD has supported its employees in a number of ways during the pandemic and is

using employee feedback to inform its future workforce strategies and practices. Highlights of TD's COVID-19 response for employees have included:

- Acknowledging the disruption and uncertainty caused by the pandemic and to help alleviate doubt during a stressful time, TD announced that there would be no job losses as a result of COVID-19 in 2020.
- TD took immediate steps to protect those who worked at TD locations, branches and stores and invested in technology to keep us connected with each other and with those that TD serves. TD moved thousands of employees to remote work in the space of a few weeks and implemented critical health and safety measures to protect those employees required to be in TD branches and stores. At the height of the pandemic, TD also supported the redeployment of thousands of colleagues to new areas of TD.
- In recognition of their front-line service, customer-facing employees required to work from a TD location in the U.S. received a recognition award of \$1,500 (\$500 per month in April–June) and three additional paid days off.
- All non-executive full-time and part-time employees received a \$500 Thank You award for the unparalleled resilience and determination they have shown in their work during the pandemic.
- To keep its employees engaged, TD held virtual events, including celebrations related to Pride and Indigenous history and summits related to women in leadership, disability inclusion and veterans.
- TD provided virtual health care to employees, allowing them 24/7 on-demand access to virtual medical consultations.
- TD provided 10 paid personal days for employees affected by school closures/dependent care, introduced a TD Personal Leave of Absence to provide extended, unpaid leaves of absence for COVID-19-related reasons to employees who are not eligible for statutory leaves, and adapted short-term disability practices to meet the needs of employees who are ill or potentially ill with COVID-19.

### **FHN**

Throughout the pandemic, FHN's priority has been to protect the health of its associates and their families. The bank's business continuity plan guided it in implementing the necessary safety measures while ensuring it could continue to provide its clients and communities with the banking services they needed throughout the pandemic.

FHN remained responsive to its clients, and its bankers were a key source of trust and advice during a period of great uncertainty. FHN worked hard to understand and address the

various needs of its associates and provided critical information through a variety of channels including Town Hall meetings, webinars and a COVID-19 internal website. The company also:

- offered enhanced benefits, including more paid sick leave and covered backup dependent care expenses;
- created a pandemic task force;
- implemented its business continuity plan, including remote work policies;
- provided additional time off with pay during 2020 in the event of illness or quarantine due to COVID-19; and
- added COVID-19 vaccine education modules with wellness rewards.

Despite the unprecedented situation, FHN had robust business continuity plans in place to provide continued service to its clients as an essential service. FHN bankers, tellers and call center colleagues were fully equipped to provide clients with the information they needed to navigate the uncharted waters.

In addition, FHN made additional important contributions to help its clients and communities fight the COVID-19 pandemic, including by:

- processing PPP loans for existing and new to bank clients, including more than \$4.2 billion in 2020 and more than \$1.6 billion in 2021, which supported more than 500,000 employees of clients. Approximately 23% of the PPP loans extended by First Horizon Bank in 2020 went to women-owned and minority-owned businesses as well as businesses located in low-to moderate-income tracts, and \$15 million of PPP-associated fees were donated to assist LMI communities. FHN also created a dedicated PPP-related email and ad campaign to LMI borrowers;
- creating a \$2.5 million relief fund for non-profits that benefitted more than 100 non-profit organizations, and providing leadership to non-profits through fundraising efforts;
- organizing food drives at banking centers to assist local food banks; and
- providing relief to struggling clients through mortgage assistance, forbearance and deferment programs.

Throughout the pandemic, the bank has worked with clients to discuss challenges and solutions, provide extensions of credit to clients, provide support for small businesses (including lending through the PPP), and provide lending and deposit assistance through deferrals and waived fees.

#### 4. Addressing Wealth Gaps

##### TD

In 2020, TD witnessed horrific incidents of racism, with events that caused immense pain and suffering for Black communities and outrage across the globe and further exposed the deeply ingrained, long-standing, unresolved issues of racism. To address these challenges, TD is responding in part by working with community partners to identify opportunities to address the needs of the communities it serves.

In June 2021, TD announced the establishment of a \$105 million equity fund in support of minority-owned small businesses, demonstrating its continued commitment to combat racial inequities and provide opportunity in underserved communities. TD's equity fund will enable Specialized Small Business Investment Companies ("SSBICs") and Community Development Financial Institutions ("CDFIs") to provide small business loans and technical assistance, ensuring these businesses have the resources they need to scale and adapt long-term.

Of this equity fund capital, \$75 million will be funded through an SSBIC initiative. SSBICs provide financial assistance to disadvantaged businesses that are minority-owned, women-owned or are in areas of need. In addition, \$30 million will be specifically earmarked for Black- and Latinx-owned small businesses, funded through CDFIs, which are notably skilled in helping businesses in communities of color secure financing.

The equity fund stems from a larger commitment made by TD in 2020 to advance racial equity for its Colleagues, Customers and Communities. As part of that commitment, TD pledged to establish ways to better support minority-owned businesses. Many of these businesses, particularly Black- and Latinx-owned, were already experiencing financial fragility due to underlying systemic challenges faced by underrepresented groups, a situation that was exacerbated during the pandemic.

In June 2020, TD allocated \$4 million for Black-led initiatives and organizations to help address the impacts of racism. TD will continue to support organizations on the ground and in those communities that are making a difference. In some cases, TD has reinforced its existing relationships with additional funding, while in others it has formed new relationships to advance specific goals such as increasing Black leadership and business opportunities. In all cases, TD is supporting Black-led and Black-focused organizations driving initiatives that will directly benefit Black communities it serves.

In the U.S., TD's focus for this \$4 million funding has been on direct support for organizations addressing important issues in Black communities related to COVID-19, as the current economic challenges have disproportionately impacted Black communities. For example, TD has provided direct financial support to Historically Black Colleges and Universities, such as Delaware State University and Lincoln University. Students at these and other institutions have seen campus jobs dry up, part-time work impacted, and even their on-campus housing affected. In 2020, TD's existing relationships with Lincoln University and Delaware State allowed TD to quickly donate to their relief fund—providing immediate

emergency support for basic necessities, helping students stay enrolled in school and getting them the tech they needed to be successful in a virtual learning setting.

Other ways in which TD has made efforts to address the impacts of racism include the following:

- TD has supported the Black Doctor COVID-19 Consortium, a Philadelphia-based initiative created by a volunteer group of doctors, nurses and other medical professionals who offer mobile COVID-19 testing solutions to better reach vulnerable populations.
- In the U.S., TD hired a Community Business Development Officer in New York City dedicated to serving diverse communities and focused on business development, customer advocacy and strategy development to enhance relationships and referrals within New York City's diverse communities, and is expanding this role into other markets throughout 2022.
- TD has established a customer taskforce comprised of a cross-functional team to build and execute the strategy required for us to achieve its goal of being the bank of choice for Black communities and minority-owned businesses in the U.S. Some of the key areas of focus for the taskforce include increasing emphasis on improving home ownership in under-served communities, providing financial literacy programs and earmarking capital to support small businesses.

As of September 2021, TD has contributed a total of \$17.5 million to address the immediate and longer-term impacts of racism and advance related goals, including \$12.1 million in support of Black-led and Black-focused organizations. Through these initiatives, TD is proud to continue to help drive progress toward a more inclusive, equitable tomorrow harnessing the scale of its business, philanthropy, and people.

### **FHN**

FHN is committed to the considerable work necessary to preserve jobs, grow small businesses, and build thriving environments in the diverse communities across its footprint. First Horizon Bank seeks to advance racial equity in its communities through diverse lending, grant-making and partnerships, and resource offerings for clients across a spectrum of needs.

FHN is also dedicated to assisting its customers across various backgrounds and lifestyles in attaining greater economic self-reliance. FHN works diligently to acquire multicultural customers, vendors, and community partners. For example, FHN engages, empowers, and enriches its female clients so that they may achieve financial independence. Because of the record number of women in entrepreneurial and investment roles, FHN's team is equipped to both understand and better serve this growing customer base. FHN is also committed to enhancing its diverse supplier base, including Minority-owned, Women-owned, Disadvantaged, and Veteran Business Enterprises. First Horizon's practice of including these diverse businesses in the sourcing process makes it more competitive by including fresh and various viewpoints in its business processes, while representing its customers, shareholders, and the communities in

which we operate. To foster more awareness on how to better serve its customers of color, FHN formed the Multicultural Customer Council. This council is composed of diverse leaders across industries and serves to inform both its executive leadership and its strategy.

The First Horizon Community Benefits Agreement (as described below in Part IV.D.2) includes commitments relating to mortgage and small business lending, community development lending and investments, philanthropy, and spending with minority-owned suppliers and marketing firms. It also includes commitments to use innovative methods to increase the access to financial services in LMI communities. FHN implements the First Horizon Community Benefits Agreement under the guidance of a corporate CRA advisory council, composed of community executives and consumer advocates from government, non-profit, and private organizations within First Horizon Bank's AAs, and regional CRA advisory councils in Tennessee markets, North Carolina markets, South Carolina markets, and Florida markets.

Evidencing its deep commitment to addressing wealth gaps and supporting community development, First Horizon has or is projected to meet or exceed all of the goals all of the targets in its community benefit plan. For example, among the bank's other achievements under its First Horizon Community Benefits Agreement, FHN between 2018 and 2021 devoted nearly 5% of the bank's supplier spending to minority-owned businesses.

## 5. Environmental and Sustainability Commitments

### TD

TD has a long history of environmental leadership, and was the first major North American bank to become carbon neutral in 2010. TD has also helped drive growth in the green, social and sustainability bond market, made significant progress on low-carbon lending, financing, asset management and internal corporate programs, and deployed millions in research and technological innovation.

TD recognizes that climate change is a critical environmental and business challenge and will require significant effort over the long term to help economies transition successfully to a low-carbon future. In November 2020, TD announced its global Climate Action Plan, which further strengthens TD's commitment to environmental leadership and a more sustainable future for all stakeholders.

As part of its 2020 global Climate Action Plan, TD established an ambitious target to achieve net-zero greenhouse gas ("GHG") emissions associated with its operations and financing activities by 2050, aligned to the associated principles of the Paris Agreement. By targeting net-zero emissions by 2050, TD is helping to forge the path to a low-carbon future for its customers, colleagues and communities. In addition, in 2021 TD joined the United Nations-convened Net-Zero Banking Alliance, a global initiative to address climate change.

While long-term, ambitious goals are important to mobilize the action of many in the right direction, TD also recognizes that setting shorter-term targets is essential to help ensure incremental progress. In 2021, TD announced an interim target to achieve an absolute reduction in Scope 1 and 2 operational GHG emissions by 25% relative to a 2019 baseline. And in 2022, TD joined a select group of global banks in setting interim Scope 3 financed emissions targets,



focusing initially on two high-emitting sectors, where the broader economy stands to benefit most from decarbonization efforts. To develop and promote universally accepted, science-based measurements of GHG emissions, TD continues to engage with governments, non-governmental organizations, businesses and other groups. TD joined the Partnership for Carbon Accounting Financials because TD recognizes that global reporting standards will help improve reporting, decision-making and risk management.

In connection with its TD Ready Commitment, TD has targeted a total of \$100 billion (CAD) in low-carbon lending, financing, asset management and internal corporate programs by 2030. Since 2017, TD has contributed over \$86 billion of its \$100 billion commitment in total in low-carbon lending, financing, asset management and internal corporate programs by 2030. In 2021 alone, TD deployed a record \$30 billion to support the low-carbon economy. The natural capital value of this contribution is estimated at over \$363.3 million (CAD), and the environmental impact of TD's contributions to date is over 2.0 million tons of GHG emissions avoided (equivalent to the annual energy use of approximately 241,200 homes). From an economic perspective, TD's financing activities have supported more than 213,400 jobs. TD is on track not only to reach its target in 2022, a full 8 years ahead of plan, but is also exploring ways to innovate and develop new targets that will further advance the low-carbon economy in North America.

In 2020, TD issued an inaugural \$500 million three-year sustainability bond under the Sustainable Bonds Framework to direct capital toward green and social projects to help build a more sustainable economy. The proceeds from this bond are being used to finance and/or refinance loans, investments and internal or external projects that meet the Sustainable Bonds Framework's criteria for being considered environmentally or socially responsible. Examples of projects that meet the Framework's criteria include green buildings, clean transportation, access to essential services (healthcare and education), affordable housing and other eligible categories as described in the Bank's Sustainable Bonds Framework. In 2021, TD followed this offering with an inaugural green bond under the Sustainable Bonds Framework, with this debt offering being led by a syndicate of underwriters that included minority-, women-, and veteran-owned business enterprises.

To better understand the resilience of TD's credit, investment and insurance portfolios to climate-related impacts, in 2018, TD became the only financial institution to be engaged in all three of the UNEP FI TCFD pilot projects for banks, investors and insurers and TD has continued to be part of the banking pilot as well as other pilots regarding scenario analysis in banking, lending, investments and insurance portfolios. TD is employing sustainable financing tools to address the global climate crisis, and TD Asset Management is increasingly integrating ESG into its investment decisions. TD's Advisory Board on Climate Change will develop and implement initiatives to address key climate change issues and identify opportunities for change that are of importance to TD Insurance and the insurance industry at large. TD has also decided to not provide new project-specific financial services for activities that are directly related to the exploration, development or production of oil and gas within the Arctic Circle, recognizing the significance of this area for the health of the global climate system.

Additional concrete steps that TD has taken toward environmental sustainability include:

- TD has established an ESG Centre of Expertise to participate in the global efforts needed to enable the low-carbon economy.
- TD is providing clients with advisory services and important transition and sustainability-focused financing globally through the newly formed Sustainable Finance and Corporate Transitions group within TD Securities.

TD continues to integrate environmental and sustainability risk into its enterprise risk management process and escalate material environmental and sustainability risks to risk committees for additional review and due diligence. TD is working toward embedding environmental and sustainability risks in all relevant enterprise risk management process and developing an enterprise-wide view to inform and evaluate its position on complex and evolving climate-related issues. In 2021, TD developed a climate risk inventory to help identify the impacts climate change may have on TD, its assets and clients, as well as a heat-mapping framework to support physical and transition climate risk identification and assessment. TD also established an ESG credit risk team responsible for identifying, assessing, and mitigating the impact of ESG and climate change-related risks on TD's credit portfolio.

In 2019, TD established the Sustainable Finance Executive Council (“**SFEC**”) to develop an enterprise-wide strategy that mobilizes sustainable finance across the Bank. The mandate of the council is to identify and address potential barriers to implementing the strategy within business lines, act as sustainable finance champions within business lines and develop a pipeline of environmental and social products, services and programs. The SFEC works toward aligning the sustainable finance opportunities with TD’s enterprise-wide ESG strategy focused on environmental health and economic inclusion. The council is chaired by TD’s Business Banking Group Head, and consists of twelve executive members who represent their respective business lines. In addition to contributing toward and supporting the sustainable finance strategy, the SFEC members provide leadership oversight so that TD’s strategy is implemented successfully within their respective businesses.

### **FHN**

FHN recognizes that change is needed at the global, national, regional and community levels to achieve long-term sustainability of people and the planet. The bank understands the important role it plays as a crucial part of the value chain. As such, First Horizon Bank has accelerated its ESG efforts in alignment with its strategic plan and the expectations of its key stakeholders. Having the right governance structure and leadership in place to ensure progress and accountability is also critical to its success. A few recent highlights include:

- Assigning ESG oversight to the Nominating and Corporate Governance Committee of the board of directors;
- Providing regular updates on climate-related risks to the Executive and Risk Committee;
- Identifying ESG as a key priority and delegating oversight to FHN’s Chief Communications Officer, who is a member of the executive management team;

- Naming an ESG Officer of FHN;
- Establishing a Corporate Social Responsibility Working Group with a number of supporting Task Forces to help operationalize FHN’s ESG priorities.

First Horizon Bank’s ESG framework is organized by five interrelated pillars that guide its business and promotes the bank’s “Here for Good” message, including an “Environment” pillar (through which FHN is committed to operating responsibly and positively influencing its value chain).

As conscious stewards of its environment, First Horizon Bank seeks to support organizations that are helping create and promote a more sustainable future. For example, First Horizon’s Associate Relief Fund provides grants to help its associates recover from natural disasters, family deaths or other qualifying events. In recent years, there has been an unprecedented number of natural disasters that affected First Horizon Bank’s footprint, including tornadoes in Tennessee and Alabama and several hurricanes along the Gulf Coast. Through its Relief Fund, First Horizon Bank provided 81 grants to its associates in need.

FHN’s Equipment Finance Division provides project financing and tax equity in the solar and wind renewable energy space. The current project portfolio including commitments financed by FHN or in which FHN participated total \$385 million and represent 39 projects totaling 2,616 megawatts of generating capacity. The projects, which are located across the United States, produce enough clean energy to power approximately 525,000 average U.S. homes, providing a reduction of approximately four million tons of GHGs annually. The renewable energy space is important to FHN and FHN is committed to building the business over the next few years, targeting an investment of \$250 million annually between tax equity and project financing originations. In March 2021, FHN hired an additional team member to lead its growth in renewable energy project financing. We plan to continue targeting utility scale and distributed generation facilities with utility, corporate and municipal, as well as community solar power purchasers under long-term power purchase agreements.

First Horizon Bank also supports nonprofits through the First Horizon Foundation that aim to reduce the carbon footprint, create and/or preserve greenspaces and utilize clean energy, such as:

- *Land Trust for Tennessee*: A leader in land conservation working to preserve the unique character of Tennessee's natural and historic landscapes and sites for future generations. Since its founding in 1999, the organization has protected 125,000 acres in more than 70 Tennessee counties.
- *Wolf River Conservancy*: An organization dedicated to the protection and enhancement of the Wolf River and its watershed as a sustainable natural resource. One of its largest projects has been the creation of the Wolf River Greenway, a paved pathway for bikers, runners and walkers that stretches 30+ miles across the heart of Memphis.

- *Legacy Parks Foundation*: A nonprofit working to ensure that East Tennessee enjoys exceptional recreational opportunities, natural beauty and open spaces, and that those assets exist for generations to come. Since 2007, Legacy Parks has helped conserve 1,000 acres of forest and farmland, and added over 500 acres of parkland in Knox County.
- *Greensboro Downtown Parks*: A nonprofit organization in partnership with Center City Park, LeBauer Park and the city of Greensboro, North Carolina that focuses on the public activation, maintenance and overall vitality of the city's downtown parks.

In April 2021, FHN laid out an environmental roadmap, which was presented to the Executive and Risk Committee of its board of directors, to help ensure that FHN is focused on climate-related risks and opportunities. FHN's environmental roadmap includes:

- Governance and oversight of environmental matters at FHN;
- Alignment with "Task Force on Climate-related Financial Disclosures" ("TCFD") framework;
- Assessing FHN environmental-related impacts;
- Evaluating client-related environmental risk; and
- Supporting environmental transition for FHN and clients.

FHN intends to continue to engage with trusted advisors, climate scientists and organizations to help it gain a better understanding of, and make progress in, areas that have the most environmental impact. FHN is also keeping a close eye on regulatory and trade group momentum and other changes that factor into the planning and execution of its ESG strategy.

FHN has also taken active steps to work towards reducing its own carbon footprint through design and construction, property management, resource use and equipment efficiency. For example, in 2020, the 130,000 square-foot, 2000 International Operations Center in Birmingham, Alabama, came online which utilized demountable walls extensively and LED lighting throughout to create an efficient workspace for back-office operations.

Each year FHN performs small capital improvement projects which greatly improve efficiency. In 2020, FHN performed more than 90 HVAC replacement projects at various sites investing more than \$1.6 million in higher efficiency HVAC systems in an effort to reduce energy usage and eliminate systems with refrigerants harmful to the environment, and performed more than 80 lighting upgrade projects at various sites investing nearly \$1 million in higher efficiency lighting inside and outside of banking centers and offices. These lighting projects reduce energy usage, provide better lighting in the work environment for staff and improve site lighting and safety for clients and staff. In the 2021 budget, FHN included more than 240 HVAC and lighting upgrade projects totaling more than \$4 million in efficiency investments for the bank.

## 6. Fair Lending and Consumer Protection Compliance

TD and FHN currently operate under compliance management programs with risk frameworks that includes policies and procedures, training materials, internal controls, monitoring, complaint management and corrective action to detect, prevent and correct potential violations of consumer protection laws.

### TD

TD recognizes the important role banks play in enriching the lives of its communities, including by providing fair and equal access to credit to individuals and small businesses. TD is committed to the spirit and letter of federal and state fair lending laws designed to promote fair and equal access to credit, and has established robust strategies and controls across the first, and third second lines of defense in furtherance of fair lending commitments.

In the U.S., TDBNA's Fair and Responsible Banking Policy supports its mission to mitigate risk to the consumer. This policy is approved annually by the board of directors and articulates the Bank's commitment to treat all consumers fairly, without regard to race, ethnicity, sex, and other factors prohibited by fair lending laws and/or Bank policy. The Fair and Responsible Banking Policy also asserts TDBNA's commitment to provide financial products and services using clear and concise information and to maintain a compliance management system suitable for the size and risk profile of Bank activities. The Fair and Responsible Banking Policy focuses on key areas where TDBNA monitors its effectiveness for its customers, including with regard to accepting applications, marketing and advertising, developing and delivering products and services, operations, third-party service providers, loan decision processes, pricing processes, servicing and loss mitigation, and compliance with consumer protection laws including laws that prohibit redlining and reverse redlining and model development and usage.

TDBNA's Fair and Responsible Banking program encompasses the three lines of defense and includes policies and procedures, training for employees and the board of directors, monitoring and testing, as well as vendor management and complaint monitoring to cover full product lifecycles. Each line of business maintains preventive and detective controls to confirm adherence to the Fair Banking Program.

TDBNA's Fair and Responsible Banking program includes clear governance structures and procedures to escalate fair lending matters to senior management and the TDBNA board of directors. An executive-level Fair Lending Management Committee comprised of business, legal, and compliance executives actively oversees the fair lending programs across consumer product segments, including small business. In addition, TDBNA's Chief Compliance Officer provides regular updates to the Enterprise Risk Management Committee and the Audit Committee of the board of directors on the overall compliance program including the Fair and Responsible Banking Program.

First line business and governance teams administer business line controls, monitoring and testing to address fair banking and compliance risk. First line staff are fully trained on the Fair and Responsible Banking policy and receive annual training updates. Consumer business

segments maintain policies, procedures, and monitoring schedules to confirm products and services are provided fairly, transparently, and without regard to prohibited basis. Policies cover the full credit lifecycle from marketing, through originations, servicing, collections, recovery, and charge off. Employee incentive programs for credit products are developed so they are consistent with TD's Fair Lending Policy and Conduct Risk Management policies and are reviewed and challenged by Compliance and the Conduct Risk Management Committee in accordance with its mandate.

Within the second line of defense, the Fair Banking team executes a robust fair lending program which begins with a risk assessment process of all first-line consumer business segments, including small business. The Fair Banking team develops an annual schedule for monitoring and testing fair lending compliance, which includes both qualitative reviews of fair lending controls and statistical analysis of portfolio performance from a fair lending perspective. The second line Fair Banking team employs statisticians and data scientists who test annually for fair lending risk areas, including marketing, underwriting, and pricing.

To the extent that any potential issues may be identified, such matters are communicated to business and compliance management for prompt corrective action. The second-line fair lending program also actively monitors complaints for allegations of discrimination and other unfair practices. Fair Banking Compliance reviews all credit risk and marketing policies and strategies, and marketing strategies, consumer impact models, such as credit risk models, prior to implementation.

TD's Enterprise Testing Centre, within its Corporate Transformation & Operations group, delivers compliance testing via full-scope and limited-scope testing engagements of business lines to assess their compliance with applicable laws, rules, regulations, policies and procedures (including testing of Fair Lending laws, rules, and regulations). ETC's annual plan, engagement scope, and findings are subject to risk oversight and approval of TD's U.S. compliance function. The testing results of engagements are shared with both TD's first and second lines of defense. For approved findings raised as a result of ETC testing engagements, the ETC performs validation testing to determine if remediation plans completed by business lines were sufficient to resolve the finding.

TDBNA's Internal Audit function, as the third line of defense, is responsible for independently evaluating the effectiveness of the Fair and Responsible Banking program across the first and second lines of defense. Internal Audit findings may inform whether any corrective action is required to be taken and future monitoring and testing activities. In addition, Internal Audit will monitor remediation efforts to the extent required. The Internal Audit function reports its findings to senior management and the Audit Committee of the board of directors.

In 2021, TDBNA moved beyond the traditional risk mitigation approach to fair lending to embrace a strategic planning approach within the first lines of business to address barriers to entry faced by traditionally underserved communities. TDBNA's business strategic planning process was updated to specifically consider and articulate approaches for reaching underserved communities, including through strategic plans developed by TDBNA's first line businesses under the advisement of its second of defense. While continuing to monitor for fair lending risk,

TDBNA is also seeking to pursue more proactive strategies to further fair treatment and access to credit across its footprint.

TDBNA also maintains a Conduct Risk Management Policy, which establishes the requirements for managing conduct risk across TDBNA to reinforce proper business conduct and market conduct practices and promote a culture of integrity at TD and mitigate risk to the customer. TD also employs a “three lines of defense” model to Conduct Risk management that emphasizes and balances strong independent oversight with clear accountabilities for, and ownership of, Conduct Risk within TD. First line businesses are required to establish, implement, and maintain procedures and controls, as appropriate, to mitigate and manage conduct risks applicable to their business activities and operations. The second line of defense provides objective guidance and independent review of the first line’s identification, management, measurement, and monitoring of conduct risk in day-to-day activities, operations, products, and services, while the third line of defense assesses the effectiveness of the first and second lines of defense in fulfilling their mandates and managing conduct risk in accordance with their risk-based audit plan.

### **FHN**

First Horizon Bank’s long-standing fair lending policies are designed to prevent discriminatory lending practices and to ensure compliance with all applicable federal, state, and local fair lending laws and regulations. First Horizon Bank understands the importance of fair lending to its clients, its business, and the communities it serves, and is strongly committed to making its credit products and services available to prospective and existing clients on a fair and equitable basis. To help reinforce First Horizon Bank’s commitment, annual fair lending training is provided to all First Horizon Bank employees and directors.

First Horizon Bank’s Fair Lending Program is designed to provide a framework to integrate the elements of First Horizon Bank’s Fair and Responsible Banking Policy, which is presented to the First Horizon Bank board of directors annually for approval, into daily operations. The Fair Lending Program requires that each First Horizon Bank employee must treat all applicants and borrowers in a consistent, nondiscriminatory manner, without regard to any basis prohibited by law. The Fair Lending Program applies to all First Horizon Bank consumer and commercial business lines, as well as areas responsible for product development, marketing, credit risk, pricing, origination processes, and servicing practices (such as First Horizon Bank’s collections, loss mitigation, and foreclosure functions).

The Fair Lending Program supports First Horizon Bank’s overall Compliance Risk Management Program, and includes risk assessments, training, monitoring and reporting, marketing, customer complaint response, and self-evaluation components. First Horizon Bank’s Fair Lending Compliance Officer (“FLCO”) is responsible for providing bi-monthly updates to First Horizon Bank’s Compliance Risk Working Group, as well as providing an annual fair lending assessment to the Compliance Risk Working Group and First Horizon Bank’s Chief Compliance Officer. The Chief Compliance Officer provides regular reporting on the status of compliance with fair lending requirements to First Horizon Bank’s Operational Risk Committee, which operates under the Executive Risk Committee in First Horizon Bank’s governance structure.

First Horizon Bank's Fair Lending Program uses a three-lines-of-defense model to ensure compliance with the requirements of fair lending laws and regulations. Under the first line of defense (consisting of First Horizon Bank's lines of business), each business line must maintain preventive and detective controls to ensure adherence to the Fair Lending Program.

First Horizon Bank advertises credit products in a nondiscriminatory manner to all segments of the population with clear and conspicuous disclosure of all material product terms, conditions, and fees. Advertising and solicitation programs are designed to promote equal access to products and services on a consistent basis. Advertisements and marketing materials do not use words, symbols, models, or other forms of communications that would suggest a preference for, or to exclude or discourage applicants on, a prohibited basis.

First Horizon Bank business lines have policies and procedures in place to ensure that customer sales practices are consistent with First Horizon Bank's Fair and Responsible Banking Policy and Fair Lending Program. In particular, all applicants and prospective applicants must be treated equally and fairly without regard to any prohibited basis. Business lines must ensure that no applicants are discouraged on a prohibited basis from pursuing an application. Potential clients must receive information regarding all products and services available to them in order to make informed decisions that best fit their particular needs, and potential applicants must receive product information and quality of assistance on a fair and consistent basis.

First Horizon Bank's credit policies and procedures are required to be consistent with First Horizon Bank's Fair and Responsible Banking Policy and Fair Lending Program and ensure that all credit requests are evaluated without regard to any prohibited basis. Each Business Line must implement procedures to ensure that credit policies are consistently followed. In addition, all loans must be priced consistent with First Horizon Bank's pricing policies, fair lending laws, the Fair and Responsible Banking Policy and Fair Lending Program, with proper documentation maintained regarding the process for establishing or changing the pricing charged to clients for credit products and services.

First Horizon Bank's servicing practices are subject to written policies and procedures that ensure accounts are serviced in a non-discriminatory manner (including with respect to account maintenance, payment processing, credit reporting, collection practices, lien releases, responses to customer disputes, and foreclosure and loss mitigation practices). First Horizon Bank's incentive programs related to the referral, sale, origination, or servicing of credit products must be designed to promote sound business practices consistent with fair lending concepts. Each business line must also ensure that the data necessary for accurate and complete fair lending analysis and reporting is properly collected and maintained.

First Horizon Bank's second line of defense—its Compliance Department—is required to review and approve new or substantially modified policies, procedures, or controls, products or services, credit underwriting standards, pricing policies or tools, and incentive compensation practices prior to business line implementation to ensure continued compliance with First Horizon Bank's Fair and Responsible Banking Policy and Fair Lending Program.

First Horizon Bank's FLCO has primary responsibility for developing and overseeing the fair lending risk assessment process, with input from the lines of business. The FLCO is also



responsible for administering a comprehensive fair lending monitoring plan. The plan is assessed annually and adjusted based on results of the fair lending risk assessment, changes in business activity, results of prior fair lending reviews, Internal Audit and Credit Assurance Services reviews, and changes in applicable laws and regulations. The monitoring plan also includes a quantitative detective control program.

Monitoring and testing is conducted by First Horizon Bank's Compliance Testing function. Compliance Testing evaluates whether there are any gaps in the various policies and procedures and tests the quality of risk management. The results of the reviews provide information on the overall performance of the Fair Lending Program and provide management with information to minimize potential compliance violations. Compliance Testing reports findings to senior management and the Compliance Risk Working Group.

First Horizon Bank's Internal Audit function, as its third line of defense, is responsible for independently evaluating the effectiveness of First Horizon Bank's Fair and Responsible Banking Policy and Fair Lending Program, and the effectiveness of the first and second lines of defense. Internal Audit findings may inform whether any corrective action is required to be taken and future monitoring and testing activities. In addition, Internal Audit will monitor remediation efforts to the extent required. The Internal Audit function reports its findings to First Horizon Bank's senior management and/or the Audit Committee of the board of directors.

#### 7. Convenience and Needs of the Communities Following the Proposed Transaction

For the foregoing reasons, the Proposed Transaction will advance the convenience and needs of the communities to be served by the combined organization, while allowing the combined organization to strengthen its community relationships and positively contribute to the communities currently served by both banks.

Following the Proposed Transaction, the combined organization will continue the legacies of both banks in fostering a diverse and inclusive culture and business. This commitment to inclusion will improve the combined organization's ability to be innovative, enhance its ability to serve a broader group of customers, support efforts in building strong ties to its communities, and build strength within the company. In addition, continuing to embrace each bank's commitment to diversity will enable the combined organization to maintain its strengths as a lender, an employer and a provider of services to its customers.

### **D. Community Reinvestment Act Performance**

As demonstrated by their respective records under the CRA, both TD and FHN take their responsibilities under the CRA very seriously and are committed to serving the needs of their communities, particularly the needs of LMI individuals and LMI communities.

#### 1. TD CRA Performance Record

TDBNA has a long history supporting the needs of its local communities, which is foundational to the overall TD Framework and also in accordance with CRA. TDBNA recognizes the importance of working with and supporting all of its communities, including the

LMI communities it serves. A key tenet of the TD Framework is TDBNA's purpose to enrich the lives of its customers, communities and colleagues. The TD Framework and guiding principles also establish the consumer-centric culture that drives TD's intrinsic support for meeting community needs.

TDBNA recognizes its critical role in deploying its resources—including its people and capital—across its footprint to strengthen the economic and social well-being of individuals, families, businesses, and communities. TDBNA approaches this responsibility with a broad array of convenient, affordable and accessible financial products and services, as well as significant investments in local community projects, programs and initiatives. TDBNA's compliance with the CRA is an important consideration in its strategic and business planning processes, including ongoing evaluation of its retail and commercial products and services. TDBNA's commitment is reinforced through a compliance management system that drives executive and board level oversight on community impact and individual accountability.

In addition to investing in the economic development of communities, TDBNA encourages and supports the generous commitment of its employee's time, expertise and donations to their local communities.

In its most recent CRA performance evaluation dated April 2, 2018 (the "2018 CRA Evaluation"), TDBNA received an overall rating of "Outstanding."<sup>20</sup> For its most recent CRA performance evaluation, TDBNA's performance level for each of the lending and investment tests was rated "Outstanding," while its performance level for the service test was rated "High Satisfactory." For each state or multistate metropolitan statistical area ("MSA"), TDBNA received a rating of at least "High Satisfactory."<sup>21</sup>

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<sup>20</sup> A copy of Applicant's most recent CRA evaluation is available here:  
<https://www.occ.gov/static/cra/craeval/apr19/24096.pdf>.

<sup>21</sup> In its most recent CRA performance evaluation dated September 17, 2020, the Applicant's other subsidiary depository institution, TDBUSA, also received an overall rating of "Outstanding." TDBUSA is a limited purpose bank for purposes of the CRA. While TDBUSA's only assessment area consists of a portion of the Philadelphia-Camden-Wilmington PA-NJ-DE-MD multi-state MSA, the OCC also considered qualified investments, community development loans and services outside of the assessment area (including in the surrounding Northeast regional area) in evaluating TDBUSA's CRA performance. In its performance evaluation, the OCC noted that TDBUSA demonstrates a high level of community development lending, community development services and qualified investment activity, as well as occasional use of "innovative or complex qualified investments, community development loans, or community development services." The OCC determined that TDBUSA coordinates with various organizations to understand the needs of LMI communities and demonstrates "excellent" responsiveness to credit and community development needs in its assessment area. In particular, OCC examiner's highlighted that TDBUSA demonstrates a high level of qualified investments, community development loans, and community development services, including, investments consisting of Low-Income Housing Tax Credits (LIHTC), a New Market Tax Credit (NMTC), and a mortgage-backed security (MBS) that supports affordable housing.

Examiners also found that TDBUSA employed innovative or complex qualified investments and community development loans, and also that it coordinated with various organizations to accommodate the needs of low- and moderate-income communities. For example, TDBUSA bank officers engage in roles in organizations promoting community development by serving on the boards and advisory councils of multiple organizations. These organizations fulfill the needs of low- to moderate-income individuals, such as affordable housing, financial and

The OCC's rating for TDBNA's most recent CRA evaluation was based on several key factors, including that TDBNA had a good level of lending activity, good distribution of loans by income level of the geographic community and by income level of the borrower, as well as excellent levels of community development lending and qualified investment activity. The OCC also noted that TDBNA's qualified investment activity demonstrated excellent responsiveness to the needs of its communities, and that TDBNA's branches and alternative delivery systems were effective and responsive in helping the bank provide services across the communities in which it operates. In addition, the OCC noted that TDBNA's community development services were effective and responsive in helping the bank address community needs, particularly in support of financial education including homebuyer and financial literacy education for adults and youth, and financial education for small business owners.

### **Community Lending**

With respect to community lending activity, TDBNA is focused on LMI households and communities and expanded its products that are responsive to the community needs, including its home mortgage products, small business loans, economic development loans and loans for affordable housing.

For home mortgage products, TDBNA works with many state and local agencies that offer down payment assistance for LMI borrowers. TDBNA also offers a proprietary "Right Step" mortgage loan for eligible LMI borrowers, which offers a reduced down-payment as low as 3% and does not require private mortgage insurance. TDBNA recently enhanced the Right Step mortgage to further increase access with a lower FICO score requirement and expanded debt-to-income ratio and combined loan-to-value eligibility, and a \$500 minimum down-payment requirement. In addition, TDBNA recently reduced the home equity minimum loan amount from \$25,000 to \$10,000 to offer an affordable, fixed-rate option.

To increase access to credit for small businesses, TDBNA's core small business loan products have been optimized for small business customers. TDBNA fully leverages Small Business Administration (SBA) products (7a and Express Loans) in the credit center and they are embedded into the Bank's core underwriting function. TDBNA also works with Ascendus (formerly Accion), a nationwide non-profit organization, by referring potential clients to Ascendus to meet their credit needs when TDBNA small business loan products are not able to provide the correct fit.

In addition to its affordable products, TDBNA is investing in the development of a diverse mortgage sales force to serve its communities.. TDBNA is expanding the number of community mortgage loan officers, who are focused on first-time homebuyers, and mortgage loan officers in key markets across TDBNA's footprint to ensure that its salesforce reflects the market segments that TDBNA serves. TDBNA continues to invest in training programs for its community and mortgage loan officers, creating responsible, knowledgeable subject matter

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homebuyer education programs, economic development, and the provision of services targeted to low- and moderate-income individuals and families.

A copy of TDBUSA's most recent CRA evaluation is available here:

<https://www.occ.gov/static/cra/craeval/Jan21/22611.pdf>

experts. TDBNA also creates and fosters strategic partnerships with minority trade organizations—such as the National Association of Real Estate Brokers, the National Association of Hispanic Real Estate Professionals, and the Asian Real Estate Association of America—to advance shared goals.

### **Community Investment**

TDBNA invests in the communities it serves by, among other ways, providing grants and donations, making low-income housing and New Markets tax credit financing, investing in multi-family affordable housing and area economic development bonds, purchasing CRA-qualified Fannie Mae mortgage-backed securities, and providing equity-equivalent investments to local non-profit organizations serving identified community needs. TDBNA continually reviews opportunities to deploy capital that can lead to successful economic development, job creation, community revitalization and support for the development or retention of affordable housing. TDBNA is a leader in community development investments through two dedicated groups within the bank: the Community Capital Group (“CCG”) and the TD Charitable Foundation (the “Foundation”).

CCG is responsible for the management and supervision of CRA investment functions for TDBNA. In carrying out its duties, CCG strives to make investments that create positive long-term impact in revitalizing communities and neighborhoods in market areas served by TDBNA, while at the same time providing a very safe and competitive return. These duties include originating, underwriting, closing, managing and ultimately the divesting of four distinct investment products on behalf of TDBNA. The CRA equity investment products include, among others:

- Low-Income Housing Tax Credits (“LIHTCs”), including state credit investments and Historic Tax Credits (“HTCs”);
- New Market Tax Credits; and
- Equity investments in venture capital and mezzanine funds through small business investment companies.

The Foundation’s mission is to support, respect and improve the quality of life in the diverse communities where TDBNA does business. TDBNA’s philanthropy is centered around its corporate citizenship platform, the TD Ready Commitment, which actively promotes inclusivity, economic vitality, environmental well-being and health, and enabling people of all backgrounds to succeed in a rapidly changing world. As part of the TD Ready Commitment, TDBNA targets community giving in four critical areas: Financial Security, a more Vibrant Planet, Connected Communities and Better Health. Special consideration for funding is also given to programs which support LMI individuals by providing services which improve the quality of life. The Foundation makes regional grants to non-profits to help sustain needed programming in the communities that TDBNA serves. Since its inception in 2002, the Foundation has made more than \$167.3 million in charitable donations.

Through the Foundation, TDBNA conducts a “Housing for Everyone” annual grant competition that supports the development and preservation of affordable housing. At the end of the annual competition, 25 non-profit community development organizations throughout TDBNA’s footprint are awarded \$125,000 grants, for an annual total of \$3.125 million. The grants support housing projects submitted by the 25 winning organizations that focus on addressing the needs of families and individuals seeking housing assistance. Since its inception, the Housing for Everyone program has provided 422 grants totaling over \$25 million.

In addition, examples of signature TD Ready Commitment grants which have also supported TDBNA’s community development or CRA objectives since the 2018 CRA Evaluation include:

- *Ascendus (formerly known as Accion East)*: Ascendus provides necessary small business technical assistance to bolster its several COVID-19 pandemic relief funds in partnership with the Small Business Administration. Recognizing the disproportionate need facing small business owners as they sought federal relief during shelter-in-place restrictions, Ascendus focuses on industries that employ Black and Brown communities including childcare centers, hair salons and barbershops, and restaurants/catering businesses. By leveraging low interest rates and favorable repayment terms, Ascendus serves Black-owned businesses when they need it most. Ascendus regularly partners with members of TD’s Community Development team to provide financial education classes to its members. Since 2018, TDBNA has provided \$900,000 in grant support.
- *EVERFI*: Partners with TDBNA since 2017, EVERFI works in Massachusetts, New Jersey, and Florida to provide digital and live-financial education opportunities for middle school children. Using age appropriate content as part of the Vault: Understanding Your Money series, EVERFI teaches children about savings goals, managing cash flow, and establishes positive attitudes towards money. As schools migrated to an entirely virtual format, EVERFI saw the demand for the Vault program increase and were still able to engage more than 1,000 students in 50 schools across TDBNA’s footprint.
- *Grameen America*: Under its Relief and Recovery Fund, Grameen America will use \$700,000 of support from the TD Charitable Foundation to provide direct relief to 500 small businesses across TDBNA’s U.S. Footprint. Grameen will provide loans to its existing 50,000 membership, more than 90% of whom are Latina and Black women. Due to the size of the investment, Grameen America partnered with Community Development to create a bi-lingual series of small business and personal financial education webinars for their members using the existing TD curriculum. Since 2017, the TD Charitable Foundation, in partnership with Grameen America, has provided \$1 million in support to Latina and Black women business owners.
- *One Journey*: One Journey is an American non-profit working to improve the experience for refugees and other displaced people that connects them to their new communities. Using events, stories and festivals, One Journey helps provide

hope and resilience to refugees while breaking down silos. Through support from the TD Charitable Foundation, One Journey helps create local connections that drive community members to take action in support of refugees and other displaced people.

- *READ 718*: TD is proud to support READ 718, a Brooklyn based not-for-profit organization dedicated to building strong, confident readers. READ 718 is an evidence-based literacy program for children in grades 3-6 reading below current grade level. The program aims to get children up to proficient reading levels through six weeks of one-to-one instruction. In light of the COVID-19 pandemic, READ 718 evolved its operations to continue supporting 100 students already in the program, with local community members and school staff offering online tutoring. In the two years of involvement from TD, READ 718 has helped more than 200 children increase their reading proficiency.

### Community Service

TDBNA provides numerous services to reach all of its communities and has a long history of actively encouraging its employees to volunteer in the communities where they live and work. It also encourages serving in leadership positions serving LMI individuals and families, LMI geographies, and small businesses. Through TD's Ready Commitment Network, employees who volunteer 40 or more hours annually at registered charitable organizations are eligible to earn a donation of \$500 for any of the organizations they volunteer with. In addition, employees are eligible for a Quarterly Community Volunteer Leader Award celebrating those who epitomize TDBNA's immense commitment to volunteerism. Every year, one of these awardees are selected to receive the CEO Leadership Award and receive a \$5,000 donation to an eligible organization of their choice.

In response to the pandemic, all in-person events were replaced with virtual volunteer events. These changes allowed for more flexible volunteer opportunities for employees, while still benefitting the communities and organizations TDBNA supports. Usage is increasing due to employees adapting to and using the new platform, and renewed planning for in-person opportunities when possible again.

In addition to general volunteerism, TDBNA encourages employees to serve in a leadership capacity within the non-profit community. Some of the boards of directors on which employees participate in a leadership capacity are:

- ASCENDUS, formerly Accion East, which empowers LMI business owners with access to capital and financial education;
- National Community Reinvestment Coalition and its member organizations;
- Philadelphia Local Initiative Support Coalition, one of over 35 local offices of the nation's largest community development organization;

- Mass Housing & Investment Corporation, a leading private investor and lender providing innovative financing for affordable housing and community development throughout New England;
- National Alliance of Community Economic Development Associations, whose mission is to lead the community development field and its partners in shaping and influencing strategies that advance community prosperity;
- The Housing and Community Development Network of New Jersey, a statewide association of over 250 non-profit housing and community development corporations, individuals, professional organizations, and prominent New Jersey corporations that support the creation of housing choices and economic opportunities for low- and moderate-income community residents.

With respect to community retail services, TDBNA offers alternative delivery channels and an array of competitive retail banking products to meet the needs of LMI individuals and unbanked individuals and families. In fact, the OCC has noted that the Applicant’s “willingness to open checking accounts without a credit check distinguishes it from many of its large bank competitors.” For example, TDBNA offers “Essential Banking” and “Simple Checking” with features such as no required credit check, no minimum opening deposit requirement, no minimum balance requirement, no or low monthly maintenance fees and a free instant-issue debit card. These features are also available on TDBNA’s “Convenience Checking” accounts for customers aged 17 to 23.

TDBNA also plays an active role in the communities it serves, including through a bank-wide volunteer donation program which the OCC has commended for “exhibiting management’s commitment to promoting employee volunteerism.” TDBNA has also provided disaster relief assistance to communities impacted by Hurricanes Irma, Maria and Matthew and most recently to communities impacted in Ukraine (including by providing grants, deploying mobile banking centers, and waiving certain customer fees), and has demonstrated an expansive commitment to financial literacy and education, maintained through proprietary programs, and support of financial literacy programs offered by community-based organizations and governmental entities.

### **Additional Activities**

TDBNA’s Community Development Managers engage with community organizations at a local level to better understand community needs and to determine whether and how TDBNA products and services are meeting the needs of LMI households and small businesses. From 2018 to 2020, TDBNA’s Community Development Managers engaged with over 200 organizations from Maine to Florida. Organizations included housing agencies, CDFIs, community service groups, and educational institutes to name a few. TDBNA’s Community Development Managers engaged with community-based organizations in a variety of ways including onsite visits, meetings held at local community centers such as a YMCA, industry conferences, phone calls, emails, and during the latter half of the exam period through virtual meetings. The following critical issues were consistently identified across TDBNA’s assessment areas:

- Access to capital for small businesses
- Affordable housing
- Financial literacy/financial health

With respect to community outreach activities, TDBNA customer-facing retail and commercial employees have direct interaction with consumers and businesses to build an understanding of local needs. In addition, TDBNA employs eleven Community Development Managers located across its footprint, including five Regional Community Development Managers, who are aligned with the market centers that make up the TD footprint. All Community Development Managers have extensive experience in connecting with local community-based organizations and government officials to assist business lines and corporate segments understand local needs and identify opportunities for consideration, as well as in assisting community-based organizations in understanding TDBNA's CRA Program.

Community Development Managers regularly meet with community-based organizations to keep current on the challenges within local communities and seek out opportunities to bring TDBNA's resources to the community to include capital, grants, volunteerism and participating in a variety of financial literacy venues. TDBNA's Community Development Managers also hold regular Community Development Action Committee meetings, headed by TDBNA's Regional President and attended by all Senior Managers for the applicable market, within each of the bank's markets, which provide opportunities to discuss any local community activity and needs, review the market's CRA performance, discuss outreach activity and set action plans for any follow up. TDBNA also employs a Community Relations team responsible for identifying community service needs.

Additionally, community relation programs are designed to drive social value in areas such as literacy, better health, environment, culture, and consumer segments such as veterans and individuals with unique abilities. Through the community relations programs, TDBNA's employees are encouraged to actively volunteer in their local communities, including leadership opportunities.

TDBNA is also party to a Community Development Agreement with New Jersey Citizen Action and the Housing and Community Development Network of New Jersey (the "TD Community Development Agreement"). For a copy of the TD Community Development Agreement, please see Confidential Exhibit 10.

## 2. First Horizon Bank CRA Performance Record

First Horizon Bank strives to be an integral partner in the communities it serves, and is committed to strengthening the economic health of its communities and improving the lives of individuals in its communities. Through its community outreach, affordable product and service offerings, bank initiatives, community partners and financing programs, First Horizon Bank helps to create a sustainable dynamic for positive change, development and growth in its communities.



In its most recent CRA performance evaluation dated November 30, 2020 (the “First Horizon Bank CRA Evaluation”),<sup>22</sup> First Horizon Bank’s performance rating for each of the lending and service tests was rated “High Satisfactory” and its performance rating for the investment test was rated “Outstanding.” First Horizon Bank’s overall CRA performance rating was rated “Satisfactory.” In the First Horizon Bank CRA Evaluation, the Federal Reserve Bank of St. Louis evaluated First Horizon Bank’s CRA activities in each of its 22 assessment areas (“AAs”), and received a rating for five states (Tennessee, North Carolina, Florida, South Carolina and Texas) and three multistate MSAs and combined statistical areas (“CSAs”) (Memphis Multistate MSA, Chattanooga Multistate CSA and Charlotte Multistate MSA). For each of these states and MSAs, First Horizon Bank received a rating of “Satisfactory.”

With respect to the lending test, the Federal Reserve assigned First Horizon Bank a “High Satisfactory” overall rating, noting that First Horizon Bank’s lending levels reflect good responsiveness to the credit needs of its assessment areas (with a high percentage of loans made within the bank’s assessment areas). The Federal Reserve noted that First Horizon Bank’s distribution of loans by borrower’s income/revenue profile reflects adequate penetration among customers of different income levels and businesses of different sizes, and its geographic distribution of loans reflects good penetration throughout the bank’s assessment areas. The Federal Reserve identified First Horizon Bank as “a leader in making community development loans,” noting that First Horizon Bank “makes extensive use of innovative and/or flexible lending products in meeting the credit needs of its assessment areas.”

With respect to product innovation and flexibility, the Federal Reserve highlighted in the First Horizon Bank CRA Evaluation the following notable innovative and flexible products offered by First Horizon Bank during the review period (among others): (i) First Horizon Bank’s participation as a PPP lender and its efforts in offering payment accommodations, such as loan forbearance, to consumer and commercial borrowers impacted by the pandemic); (ii) First Tennessee Affordable Mortgage Program, a legacy First Horizon Bank affordable mortgage program which provides assistance to eligible home-buyers purchasing a primary residence that are considered LMI, and/or where the subject property is in an LMI geography; (iii) IBERIABANK Home Start Mortgage, a portfolio CRA loan product that assists LMI borrowers and borrowers with properties in LMI census tracts through mortgage financing or refinancing of an owner-occupied residential property; (iv) CRA Home Ready, an internally developed product derives from Fannie Mae’s Home Ready Mortgage; (v) CRA Home Possible Advantage, an internally developed product derives from Freddie Mac’s Home Possible Advantage Mortgage; (vi) IBERIABANK Subsidy Program Grant, an internally developed down payment assistance grant for consumers who are considered LMI, and/or where the subject property is in an LMI geography; and (vii) First Responder Grant Program, an internal down payment assistance grant, introduced in 2018 prior to the COVID-19 pandemic, is considered for first responders, such as firefighters, police, military personnel, teachers, and healthcare workers.

With respect to the investment test, the Federal Reserve assigned First Horizon Bank an “Outstanding” overall rating, noting that First Horizon Bank makes an excellent level of community development investments and grants and is often in a leadership position. For its

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<sup>22</sup> A copy of First Horizon Bank’s most recent CRA evaluation is available here: [https://www.federalreserve.gov/apps/CRAPubWeb/CRA/DownloadPDF/485559\\_20201130](https://www.federalreserve.gov/apps/CRAPubWeb/CRA/DownloadPDF/485559_20201130).

most recent CRA performance evaluation, First Horizon Bank made total investments and grants of \$619.6 million and total donations of \$28.4 million, which the Federal Reserve recognized as significantly exceeding the total investments (\$135.5 million) made by First Horizon Bank at its previous CRA evaluation. First Horizon Bank's investment and grant activity consisted of mortgage-backed securities; low-income housing tax credits to aid in constructing, acquiring, or rehabilitating substantial multifamily affordable housing developments; equity investments and equity equivalents in minority depository institutions and CDFIs that serve the LMI population; limited partnership interest in a fund used to construct affordable multifamily housing for LMI households; a bond to improve public infrastructure in moderate-income geographies; as well as a new market tax credit. In addition to these totals, First Horizon Bank also made \$84.1 million in investments and \$1.9 million in donations benefitting areas outside of its rated areas.

Related to COVID-19, the Federal Reserve recognized that First Horizon Bank contributed \$2.3 million to community development organizations and food banks throughout its assessment areas that was directly tied to the pandemic. At the beginning of the pandemic, bank staff met with community organizations and assessment area subject matter experts to identify areas and organizations in the most need. These donations were used to assist LMI residents experiencing hardships pertaining to the pandemic, including food, shelter, financial assistance, and other community services.

With respect to the service test, the Federal Reserve assigned First Horizon Bank a "High Satisfactory" overall rating, noting that the bank's delivery systems are "reasonably accessible to the bank's assessment areas, and the bank's record of opening and closing branches has improved the accessibility of its service delivery systems." Moreover, the Federal Reserve recognized that First Horizon Bank's website, telephone banking, and mobile application allow for full-service functionality, along with its Allpoint and Presto! partnerships that grant customers access to a nationwide network of surcharge-free standalone ATMs, in and outside of its geographic footprint. The Federal Reserve noted that, in response to the COVID-19 pandemic, First Horizon Bank promptly adjusted a number of in-person delivery systems, such as offering many services through the drive-through that normally require entrance to the lobby, and offering fully virtual mortgage closings in light of the public health landscape. Furthermore, the bank kept its lobbies open at most locations throughout the pandemic to best serve its customers.

The Federal Reserve further observed that First Horizon Bank provides a relatively high level of community development services. During the review period, 5,014 community development services, accounting for 17,424 hours, were provided to various organizations throughout the bank's assessment areas, which the Federal Reserve recognized represented a "significant increase in overall community development services provided, compared to the bank's previous evaluation." The Federal Reserve found that First Horizon Bank's hours and services do not vary in a way that inconveniences certain portions of the assessment area, particularly LMI geographies and individuals, and that First Horizon Bank's business hours and banking services are relatively consistent throughout assessment areas, with drive-through facilities, extended hours on Fridays, and Saturday lobby hours offered at numerous branch locations, including those in LMI census tracts. Finally, the Federal Reserve found that First Horizon Bank offers the same suite of products throughout its entire branch network.

Since the First Horizon Bank CRA Evaluation, First Horizon Bank has continued its commitment to meeting the needs of the communities in its AAs, including the needs of LMI neighborhoods and consumers, consistent with safe and sound operations. In April 2018, First Horizon Bank publicly announced a five-year, \$3.95 billion community benefits agreement with the National Community Reinvestment Coalition (“NCRC”) and its community-based members across the Southeast (the “First Horizon Community Benefits Agreement”). The First Horizon Community Benefits Agreement describes First Horizon Bank’s commitments to its communities for the five-year period ending December 31, 2022. The Community Benefits Agreement was developed with significant feedback from and in collaboration with the NCRC and its members, First Horizon Bank’s corporate and regional advisory CRA councils, and other internal and external sources. The Community Benefits Agreement includes commitments relating to mortgage and small business lending, community development lending and investments, philanthropy, and spending with minority-owned suppliers and marketing firms. It also includes commitments to use innovative methods to increase the access to financial services in LMI communities. First Horizon Bank implements the Community Benefits Agreement under the guidance of a corporate CRA advisory council, composed of community executives and consumer advocates from government, non-profit, and private organizations within First Horizon Bank’s AAs, and regional CRA advisory councils in Tennessee markets, North Carolina markets, South Carolina markets, and Florida markets.

The five-year commitment under the First Horizon Community Benefits Agreement includes the following priorities and targets:

- *Increasing Home Ownership*: Fund \$515 million in home purchase and rehabilitation mortgage lending to low- to moderate-income individuals and communities and to people of color and communities.
- *Building Small Business*: Fund \$1.9 billion in small business lending to businesses in low- to moderate-income areas and businesses with less than \$1 million in gross annual revenue.
- *Fostering Community Development*: Fund \$1.5 billion in community development and multi-family lending and investments.
- *Strengthening Communities*: Fund \$40 million in grants and philanthropy, including supporting workforce development, small business, housing counseling, Community Development Corporations (CDC), Community Development Financial Institutions (CDFI), and funding financial literacy and education programs for youth, adults and small business entrepreneurs.
- *Supporting Supplier Diversity*: Devote three to six percent of the bank’s supplier spending to minority-owned businesses.

A copy of the First Horizon Community Benefits Agreement is attached as Public Exhibit 9. As First Horizon Bank nears the end of the commitment period under its 2018 Community Benefits Agreement, it has experienced tremendous success in fulfilling its commitments under its Community Benefits Agreement. Through 2021, First Horizon Bank has

completed its mortgage and small business staffing and product innovation commitments, and is on target to significantly exceed its mortgage and small business lending commitments, under the First Horizon Community Benefits Agreement. In addition, through 2021 First Horizon Bank is on target to significantly exceed its community development lending and investment commitments, as well as its philanthropic giving commitments, under the First Horizon Community Benefits Agreement.

The following are examples of First Horizon Bank's continuing commitment to its community since the First Horizon Bank CRA Evaluation:

### **Community Lending**

Since the First Horizon Bank CRA Evaluation, First Horizon Bank has continued to build upon its successful history of community lending in its CRA assessment areas. Noteworthy examples of First Horizon Bank's community lending activities since the First Horizon Bank CRA Evaluation include:

- Nearly doubling a warehouse line of credit commitment to a federally chartered, public purpose, tribal-owned agency, which has a mission of increasing affordable and sustainable homeownership opportunities for individuals who would not otherwise be able to purchase a home without down payment assistance, with the commitment used to fund the purchase of first-lien FHA mortgage loans, on a correspondent basis, from mortgage bankers in support of affordable housing needs in the First Horizon Bank region.
- In Manatee County, Florida, providing a construction loan to finance the construction of a 199-unit rent restricted multifamily family-oriented project in a moderate-income tract, in support of a municipal redevelopment plan.
- In Memphis, Tennessee, providing capital commitments to a Memphis Medical District Loan Fund to support district revitalization by funding the development of new market rate and affordable rental housing in addition to mixed-use projects.
- Providing commitments to a LIHTC loan pool and participating in three construction loans, providing financing for the development of 208 units of affordable housing targeted to LMI households in Florida, as well as several other community development loans financing other tax credit projects.
- Providing a loan to finance the construction of capital improvements for a New Orleans, Louisiana high school in a distressed low-income area, which provides educational services to children in grades 8 through 12 who are from LMI families.

## **Community Investment**

First Horizon Bank has continued to demonstrate a commitment to both the letter and the spirit of the CRA through its community investment activities since the First Horizon Bank CRA Evaluation. Noteworthy examples of First Horizon Bank's community investment activities since the First Horizon Bank CRA Evaluation include:

- Providing equity commitments to purchase LIHTCs awarded to a project in Raleigh, NC supporting the construction of a 188-unit low-income housing project targeted to family households whose income ranges from 50% to 70% of the area median income level to address the strong demand for affordable housing in the Raleigh-Durham area.
- Serving as tax credit investor in both LIHTCs and HTC to provide equity capital for a major renovation to an existing 65-unit senior affordable housing property located in New Iberia, Louisiana.
- Providing a significant equity commitment to finance a 219-unit LIHTC project in Memphis, Tennessee, which is targeted to LMI individuals and responsive to the need for affordable housing in Memphis.
- Providing significant equity capital to a LIHTC project in Jellico, Tennessee for renovations to a property in need of substantial rehabilitation, resulting in 123 one-bedroom units which are income and rent restricted to households earning an income at or below 60% of the area median income.
- Investing in two minority depository institutions, each headquartered in First Horizon Bank's footprint, providing additional capital to the minority depository institutions in support of their provision of banking services and products that are targeted to and benefit LMI individuals, African Americans, other minorities and underserved communities.

First Horizon Bank has also continued its strong tradition of corporate contributions, grant-making and philanthropic giving, including through the First Horizon Foundation.

## **Community Service**

First Horizon Bank's commitment to community service continues to be a top priority for the bank, and First Horizon Bank's employee volunteers have continued to positively impact the bank's local communities by regularly devoting their time and expertise to their communities. In 2021, nearly 500 First Horizon associates volunteered with approximately 450 organizations totaling over 10,000 hours of CRA-eligible service. Of those CRA-eligible service hours, approximately 60% were attributable to board positions being held by First Horizon Bank associates, and another nearly 20% were attributable to financial literacy education efforts. Organizations with which First Horizon Bank dedicated significant volunteer time included United Way organizations across First Horizon Bank's footprint, Junior Achievement, and Big Brothers and Big Sisters.

### 3. IBERIABANK CRA Performance Record

Because the Federal Reserve’s review of First Horizon Bank in the 2020 First Horizon Bank CRA Evaluation was “focused on the pre-merger-of-equals legacy First Horizon Bank geographical footprint given the recency of the merger” at the time of the First Horizon Bank CRA Evaluation, the Applicant further notes that prior to its merger with First Horizon Bank, IBERIABANK had also received an overall CRA performance rating of “Satisfactory” in its most recent performance evaluation by the Federal Reserve, dated as of May 10, 2017.<sup>23</sup>

IBERIABANK’s overall performance level for each of the lending, investment, and service tests was rated “High Satisfactory

With respect to the lending test, the Federal Reserve assigned IBERIABANK a rating of “High Satisfactory,” noting that “the overall geographic distribution of small business lending reflects good penetration in low- and moderate-income geographies.” The Federal Reserve also noted that IBERIABANK’s lending was “responsive to credit needs in all states” in its footprint. IBERIABANK made a high level of community development loans during the evaluation period for a variety of purposes, including the financing of affordable housing for LMI individuals, promoting economic development by financing small businesses that resulted in job creation and/or retention, revitalizing and/or stabilizing targeted LMI census tracts or other qualified geographies, and community services targeted to LMI individuals. The Federal Reserve also highlighted IBERIABANK’s community development loans with the purpose of helping communities recover from the effects of natural disasters.

With respect to the investment test, the Federal Reserve assigned IBERIABANK a “High Satisfactory” overall rating, noting that IBERIABANK made “a significant level of qualified community development investments in response to assessment area community development needs.” The Federal Reserve also noted that IBERIABANK made investments for community services targeted to LMI individuals or communities and made several investments to promote economic development and commercial revitalization. The Federal Reserve noted that IBERIABANK’s contributions exhibited responsiveness to a number of other community development needs, such as support for economic development, primarily through contributions to nonprofit organizations and event sponsorships that provide small business capacity building programs and access to capital.

With respect to the service test, the Federal Reserve assigned IBERIABANK a “High Satisfactory” overall rating, noting that IBERIABANK “is a leader in providing community development services in the bank’s assessment areas.” The Federal Reserve also noted that, beyond traditional retail branches and alternative retail delivery, IBERIABANK participated in a variety of retail programs designed to benefit lower-income customers and small businesses.

With respect to community development services, the Federal Reserve noted that IBERIABANK employees had “extensive involvement” with organizations and activities that promote or facilitate affordable housing for LMI individuals, community services targeted to

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<sup>23</sup> A copy of IBERIABANK’s most recent CRA evaluation, prior to its merger with First Horizon Bank, is available here: [https://www.federalreserve.gov/apps/CRAPubWeb/CRA/DownloadPDF/808176\\_20170510](https://www.federalreserve.gov/apps/CRAPubWeb/CRA/DownloadPDF/808176_20170510)

LMI individuals, economic development by financing small businesses or small farms, and revitalization/stabilization of LMI and distressed/underserved areas. In addition to board and committee leadership, the Board noted that IBERIABANK's community outreach efforts included financial education for LMI individuals.

In 2017, IBERIABANK announced a five-year community benefits plan aimed at improving lending, investments, and services in LMI communities, through which it continued to build on its extensive legacy of serving the needs of its communities prior to its merger with First Horizon Bank.

#### 4. CRA and Consumer Protection Compliance Following the Bank Merger

Following the Proposed Transaction, TDBNA will leverage the CRA and consumer protection compliance strengths of both banks to create a strong and comprehensive combined compliance program.

TDBNA and First Horizon Bank have demonstrated a commitment to serving the needs of their communities. Each of TDBNA and First Horizon Bank have received an overall rating of at least "Satisfactory" for their most recent CRA performance evaluation (and TDBNA has received an overall rating of "Outstanding" for three of its last four CRA performance evaluations). TDBNA will be committed to continuing to serve the existing programs under the CRA of each bank. TDBNA and First Horizon Bank believe the synergies between the existing CRA programs of TDBNA and First Horizon Bank will be of benefit to the communities in the combined footprint with TDBNA being well positioned to continue providing services to LMI communities served.

TDBNA intends to integrate the CRA program of First Horizon Bank into that of TDBNA to build a CRA program for the combined organization that represents the already strong CRA records of each bank. At TDBNA, the Community Lending and Development Department is responsible for the development, communication and monitoring of the CRA Program in alignment with the TDBNA's objectives, including coordination of the TDBNA's community outreach program. The Retail and Commercial business lines provide input to the CRA Program and strive to achieve lending, investment and service targets established to achieve the TDBNA's CRA Program objectives. The TD Charitable Foundation, the Bank's charitable giving arm, oversees the administration of grant-making activities. As a second line of defense, TD's U.S. Consumer Banking CRA Compliance has accountability for oversight and monitoring of the CRA Program, and data submissions, including Home Mortgage Disclosure Act and CRA loan data, to the Federal Financial Institutions Examination Council as required to evaluate TDBNA's lending performance.

TDBNA's existing CRA program is overseen by board and management oversight. TDBNA's CRA and CRA Sunshine Policy is approved by the Audit Committee of the TDBUSH Board of Directors, and establishes TDBNA's commitment to, and approach for, establishing and maintaining a compliance management oversight process for the CRA Program that is aligned with TDBNA's objectives, as well as the requirements and guidance provided in the CRA. TDBNA maintains a CRA Oversight Committee, a management committee co-chaired by the U.S. Chief Compliance Officer and the Head of U.S. Consumer Product Management. The

committee is comprised of executive management representing the TDBNA's business lines and corporate segments with accountability for delivery of CRA qualified products and services. In addition, TDBNA maintains a CRA Investment Committee, a management committee comprised of executive management from commercial business lines and corporate segments responsible for the oversight of the TDBNA's CRA investment portfolio.

The anticipated CRA assessment areas of TDBNA are expected to include all current assessment areas of both TDBNA and First Horizon Bank. For a list of First Horizon Bank's current CRA assessment areas that, together with TDBNA's existing CRA assessment areas, are expected to be CRA assessment areas of TDBNA following the Bank Merger, please see Public Exhibit 10.

TDBNA similarly intends to evaluate and integrate the Compliance, Fair Lending and UDAAP programs of First Horizon Bank into those of TDBNA and, adopting best practices from each bank's processes, policies and procedures. TDBNA will continue the strong commitment to compliance demonstrated by TDBNA and First Horizon Bank and will further enhance the already strong program of each bank commensurate with TDBNA's size, complexity and risk profile.

Moreover, TDBNA intends to leverage its robust community outreach framework to coordinate a constructive dialogue with community groups and organizations regarding the ways that Proposed Transaction is expected to benefit the communities served by both parties, as well as the ways in which the combined organization can continue to build on the extensive legacies of both banks in serving the needs of their respective communities.

Accordingly, following the Proposed Transaction, and particularly in light of the similarly community- and customer-centric cultures of TDBNA and First Horizon Bank, TDBNA will remain committed to the communities in which it operates while executing a strong CRA and consumer protection compliance program in accordance with sound business practices and regulatory requirements.

#### **E. Anti-Money Laundering and Sanctions Compliance**

Under Section 3(c)(6) of the BHC Act, the Board must consider in every application under Section 3 of the BHC Act "the effectiveness of the company or companies in combating money laundering activities."<sup>24</sup> Both TD and FHN have comprehensive anti-money laundering and sanctions programs that are reasonably designed to ensure compliance with the Bank Secrecy Act of 1970, as amended by the USA PATRIOT Act of 2001, and all applicable regulations and regulatory guidance, as well as compliance with requirements administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"). In addition, each bank has qualified, dedicated personnel who are responsible for administering such programs. During the due diligence process, the AML team members from TD used a risk based approach to review and assess key risks related to AML. Both programs are currently designed to meet the five pillars requirements and will be further enhanced in the Proposed Transaction.

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<sup>24</sup> 12 U.S.C. § 1842(c)(6).



## **TD**

TDGUS, together with its subsidiaries, including TDBNA, is committed to conducting business in accordance with the highest operating standards. This includes compliance with applicable laws and regulations. As it pertains to Anti-Money Laundering (“AML”) and Anti-Terrorist Financing (“ATF”), TDGUS is committed to detecting and deterring persons engaged in money laundering or terrorist financing from using TD products or services.

TDGUS is equally committed to compliance with economic sanctions laws and regulations. This commitment is formalized through the establishment of a Bank Secrecy Act (“BSA”)/AML/ATF and Sanctions risk and compliance management program (collectively, the “AML Program”) designed to detect and report suspected money laundering and terrorist financing and activity prohibited by sanctions.

The TDGUS Board of Directors has confirmed a BSA Officer who is responsible to senior management and the board of directors for establishing and maintaining the Program, which establishes requirements and minimum standards across U.S. businesses to support TD in achieving its strategic objectives. In addition, the TDGUS AML Office is responsible for regulatory compliance with AML/ATF, Sanctions, and anti-bribery/anti-corruption regulatory compliance and broader prudential risk management across TDGUS. The AML Program aligns with enterprise AML policies so that the money laundering, terrorist financing, economic sanctions, and bribery and corruption risks are appropriately identified and mitigated. The BSA Officer has unfettered access, and reports regularly, to the appropriate Board committees and senior management on the overall effectiveness of the AML Program.

In accordance with legislative, regulatory and procedural requirements, the TDGUS AML Program sets out requirements that include: (i) board and senior management oversight of the Program; (ii) documented policies and procedures that address both enterprise policy and applicable AML/ATF and Sanctions regulatory requirements; (iii) identification of customers; (iv) customer and transaction record keeping; (v) ongoing monitoring to detect and report suspicious transactions or activities; (vi) customer and transaction screening against terrorist and other sanctions watch-lists; (vii) regulatory reporting of prescribed transactions, including cash transactions, international electronic funds transfers, as well as terrorist and other frozen property and rejected transactions; (viii) ongoing training for employees, directors and those who act on behalf of TD; (ix) assessment of money laundering, terrorist financing and sanctions risks; and (x) independent testing of control effectiveness.

TDGUS’ AML Program is routinely evaluated, updated and enhanced in order to reflect changes to business activities, and applicable supervisory standards and legal requirements.

## **FHN**

First Horizon Bank has a written BSA/AML and OFAC compliance framework that is designed to comply with all applicable laws and regulations and to meet all five pillars of an effective BSA/AML/OFAC compliance program. First Horizon Bank has internal policies, procedures, and controls; conducts annual training for all associates as well as targeted training programs for certain individuals as warranted; employs a designated BSA Compliance Officer;

and has an annual independent testing and review of its framework carried out by First Horizon Bank's Compliance Testing Team and its Internal Audit function.

Risk Assessments are completed annually. The risk assessments are comprehensive and address all banking products, services, customers, and geographic areas. Management employs an enterprise-wide approach with the overall rating based on the roll-up of component assessments. The scope of each component assessment covers the 12 months of the previous year. The written risk assessment methodology incorporates a process for determining the inherent risk of products, services, customers, and geographic areas utilizing a scale of low, medium, and high along with a numeric score for the quality of controls. Residual risk is appropriately determined by evaluating impact, probability, and control quality.

First Horizon Bank's Customer Due Diligence, Enhanced Due Diligence, and Beneficial Ownership ("CDD/EDD/BO") functions are commensurate for its size, risk, and complexity. Management has established acceptable CDD/EDD/BO policies and procedures and developed appropriate risk-based processes to obtain and analyze information at account opening and on an ongoing basis. First Horizon Bank's customer risk-rating system establishes risk-rating scores based on pre-defined risk factors, including custom risk factors for transactional activity involving cash, automated clearinghouse and wire transfers. High-risk customers receive enhanced due diligence reviews on an annual basis.

Through automated systems and manual processes, First Horizon Bank maintains satisfactory processes to identify suspicious activities. The BSA/AML Department operates automated rules in its suspicious activity monitoring system and uses manual processes to supplement these rules. The automated rules include coverage of structuring, transaction activity above certain thresholds, flows of funds, historical deviations in the system, and transfers to or from high-risk geographies. Manual processes include reports monitored by the BSA Department and additional reports contained within the various lines of business.

First Horizon Bank's BSA/AML policies and procedures document processes to identify and report suspicious activity. The procedures address the recordkeeping requirements for recording, maintaining, and recalling information regarding suspicious activity. The system controls include an adequate quality control program, with the BSA Operations Manager performing quality control reviews.

First Horizon Bank has a designated BSA Officer appointed by the Executive and Risk Committee of the board of directors. The BSA Officer reports to Chief Compliance Officer, who in turn reports to Chief Risk Officer. The Chief Compliance Officer provides regular reporting on the status of compliance with BSA/AML requirements to the Operational Risk Committee, which operates under the Management Risk Committee in First Horizon Bank's governance structure.

First Horizon Bank's second and third line of defense is responsible for the independent testing of First Horizon Bank's BSA/AML/OFAC compliance program.

The second line of defense, Compliance Testing, is responsible for ensuring that First Horizon Bank achieves compliance with applicable BSA/AML/OFAC laws and regulations. Compliance Testing has a robust testing schedule which includes the review of high-risk

processes within the BSA/AML/OFAC program. The Compliance Testing function documents the test results in formal reports, which are issued to BSA/AML management, senior management, the Compliance Risk Working Group, and the Executive Risk Management Committee.

First Horizon Bank's third line of defense, Internal Audit, is responsible for an annual review of First Horizon Bank's BSA/AML/OFAC compliance program. Internal Audit's audit schedule is approved by the Audit Committee of the board of directors, and any findings identified during an audit are reported to senior management and/or the Audit Committee of the board of directors.

First Horizon Bank provides annual enterprise-wide training, new hire training, job specific training to various business lines, and training to senior/executive management and the board of directors. First Horizon Bank has controls in place to maintain a 100% completion rate.

First Horizon Bank also maintains a risk-based OFAC compliance program with screening processes and controls reasonably designed to provide ongoing compliance with OFAC regulations. Management completes an annual OFAC Risk Assessment in conjunction with First Horizon Bank's enterprise wide BSA/AML Risk Assessment. Internal controls include screening for new customer relationships, higher risk transaction activity, automatic screening of ACHs and wire transfers, and regular company-wide database scrubs. First Horizon Bank uses several automated software systems to identify and prevent prohibited transaction.

Following First Horizon Bank's merger of equals with IBERIABANK, First Horizon Bank successfully ran two parallel BSA/AML programs until system conversion, at which point the legacy BSA/AML programs were successfully integrated into a single comprehensive BSA/AML program. First Horizon Bank has also recently undertaken a number of BSA/AML program enhancements such as automating its beneficial ownership collection process, enhancing its client onboarding process and upgrading its system used for suspicious activity monitoring and customer risk rating (with a target implementation date in the third quarter of 2022).

While the Applicant anticipates maintaining its policies and procedures following consummation of the Proposed Transaction (including AML and Sanctions policies and procedures), the Applicant will continue to review its policies and procedures to ensure a consolidated AML and Sanctions compliance program that is appropriate for the risk profile of the combined organization.

## **F. Interstate Banking and Deposit Cap Analysis**

Section 3(d) of the BHC Act, as amended by the Riegle-Neal Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd-Frank Act"), generally provides that the Board may approve an application by a bank holding company that is "well capitalized and well managed" to acquire control of a bank "located" in a state other than the "home state" of such bank holding company, without regard to whether the transaction is prohibited under the law of any state. For purposes of Section 3(d), an acquiring bank holding company's "home state" is the state in which, as of the later of July 1, 1966, and the date it

became a bank holding company, the total deposits of its banking subsidiaries were largest.<sup>25</sup> In addition, for purposes of Section 3(d), the Board considers a target bank to be “located” in the states in which the bank is chartered or headquartered or operates a branch.<sup>26</sup> Under these standards, for purposes of Section 3(d), the “home state” of TD is Delaware and First Horizon Bank is “located” in Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, New York, North Carolina, South Carolina, Tennessee, Texas and Virginia.<sup>27</sup>

TD is “well capitalized” and “well managed” for Section 3(d) purposes. As evidenced in the current and pro forma risk-adjusted regulatory capital information provided with this Application, TD is and will continue to be well capitalized for purposes of the BHC Act and Section 225.2(r) of Regulation Y. Furthermore, TD believes that it has a strong management team, the quality and competence of which is reflected in its strong capital ratios, risk management and governance programs and overall revenue-generating capability and financial condition.

As discussed below, the Proposed Transaction also meets other requirements of Section 3(d) relating to the age of the target bank, concentration limits, and community reinvestment compliance.

#### 1. Age of the Target Bank

The Board is required to respect a host-state law prohibition on interstate acquisitions of banks that are less than five years old. The minimum age requirement for interstate acquisitions in each of Georgia and Tennessee is three years.<sup>28</sup> The minimum age requirement for interstate acquisitions in each of Alabama, Arkansas, Louisiana, Mississippi, New York, and South Carolina is five years.<sup>29</sup> Florida, North Carolina, Texas, and Virginia do not have a minimum age requirement for interstate acquisitions. In any event, First Horizon Bank has been in existence for more than five years, with its original charter having been granted by the OCC in 1864.

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<sup>25</sup> See 12 C.F.R. § 208.7(b)(3)(iii).

<sup>26</sup> See 12 U.S.C. § 1841(o)(4)-(7).

<sup>27</sup> See Order Approving Merger of Bank Holding Companies, *Firststar Corporation*, 87 Fed. Res. Bull. 236 (April 2001) at note 5.

<sup>28</sup> O.C.G.A. § 7-1-628.3(a)(2); O.C.G.A. § 7-1-622; Tenn. Code Ann. § 45-2-1302; Tenn. Code Ann. § 45-2-1303; Tenn. Code Ann. § 45-2-1403(a)(2); Tenn. Code Ann. § 45-2-1403(a)(1).

<sup>29</sup> See Code of Ala. § 5-13B-23(c); Code of Ala. § 5-13B-6(d); A.C.A. § 23-45-102(18)(A); A.C.A. § 23-48-505(a); A.C.A. § 23-48-503(a)(3); A.C.A. § 23-48-502(a); A.C.A. § 23-48-903; La. R.S. § 6:532(11); La. R.S. § 6:536(C); La. R.S. § 6:521(B); La. R.S. § 6:532(11); La. R.S. § 6:535(C); Miss. Code Ann. § 81-7-8(1); Miss. Code Ann. § 81-23-9(2); Miss. Code Ann. § 81-23-5(k); N.Y. Banking Law § 142-a(1); S.C. Code Ann. § 34-25-240(c); S.C. Code Ann. § 34-25-50(c).

## 2. Concentration Limits

### a. Nationwide Concentration Limit

Section 3(d) of the BHC Act prohibits the Board from approving an interstate transaction that would result in the acquirer holding more than 10% of the total amount of deposits of insured depository institutions in the United States (“nationwide deposits”). TD will clearly not approach this level following consummation of the Proposed Transaction. At December 31, 2021, TDGUS had total deposits of \$393.9 billion and FHN had total deposits of \$74.9 billion. On a pro forma basis, the combined organization will hold approximately \$468.8 billion in total domestic deposits, accounting for less than 3% of nationwide deposits.<sup>30</sup> Accordingly, the Proposed Transaction will clearly comply with the 10% nationwide concentration limit.

### b. State Concentration Limit

The Board may not approve a transaction if (i) immediately prior to the transaction, the applicant controls any insured depository institution or any branch thereof in the home state of any bank to be acquired or in any host state in which any such bank maintains a branch; and (ii) the applicant, upon consummation, would control 30% or more of the total amount of deposits of insured depository institutions in any such state.

For the states in which the First Horizon Bank has a branch, this restriction is not applicable to Alabama, Arkansas, Georgia, Louisiana, Mississippi, Tennessee or Texas because neither the Applicant nor any bank affiliate of the Applicant has a branch in any of those states. With regard to Florida, New York, North Carolina, South Carolina and Virginia, the combined organization will hold less than 6% of total insured depository institution deposits in each such state. Accordingly, the Proposed Transaction will clearly comply with the 30% statewide concentration limit.

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<sup>30</sup> According to the FDIC’s “Statistics on Depository Institutions” database, FDIC-insured commercial banks and thrifts held \$18,189 billion in domestic deposits, as of December 31, 2021. See FDIC Statistics at a Glance (as of December 31, 2021) available at <https://www.fdic.gov/analysis/quarterly-banking-profile/statistics-at-a-glance/2021dec/industry.pdf>.

The Applicant also notes that the combined company would not exceed the cap imposed under Section 622 of the Dodd-Frank Act, which prohibits a merger or acquisition between banking organizations if the transaction would result in the combined company controlling more than 10% of the aggregate consolidated liabilities of all financial companies. On June 17, 2021, the Board stated that the aggregate financial sector liabilities for purposes of Section 622 of the Dodd-Frank Act was equal to \$ 21,787,962,476,000 for the period from July 1, 2021 through June 30, 2022. See Announcement of Financial Sector Liabilities, 86 Fed. Reg. 32267 (June 17, 2021). On a pro forma basis, following consummation of the Proposed Transaction, the total liabilities of the combined TDGUS organization would amount to \$536.2 billion, or approximately 2.5% of the aggregate U.S. financial sector liabilities. In addition, on a pro forma basis, the total liabilities of TDB’s combined U.S. operations (including the total liabilities of the New York Branch of approximately \$46.3 billion, based on its most recent report on Form FFIEC 002) would amount to only 2.7% of the aggregate U.S. financial sector liabilities.

The Board is also required to respect nondiscriminatory state deposit caps. Upon consummation, the combined company will not hold deposits in excess of any applicable state law regarding deposit concentration.<sup>31</sup>

### 3. Community Reinvestment Act Compliance

The Board also considers certain CRA related matters, including the record of compliance under applicable state community reinvestment laws. As discussed in Part IV.D. of this Preliminary Statement (Community Reinvestment Act Performance), TD and FHN have very strong records in this regard.

#### **G. Financial Stability Considerations**

Pursuant to Section 3(c)(7) of the BHC Act, as added by Section 604(d) of the Dodd-Frank Act, the Board must consider in every application under Section 3 of the BHC Act the extent to which the proposed acquisition would result in greater or more concentrated risks to the stability of the United States banking or financial system (the “Financial Stability Standard”).<sup>32</sup>

The Board has not issued or proposed regulations defining how it would take financial stability considerations into account in reviewing a Section 3 application. However, in many approval orders, the Board has delineated a set of metrics that capture the systemic “footprint” of the resulting firm and the incremental effect of the transaction on the systemic footprint of the acquiring firm.<sup>33</sup> These metrics include: (i) the size of the resulting banking organization; (ii) the availability of substitute providers for any critical products and services offered by the resulting firm; (iii) the interconnectedness of the resulting firm with the banking or financial system; (iv) the extent to which the resulting firm contributes to the complexity of the financial system; and (v) the extent of the cross-border activities of the resulting firm.

In reviewing financial stability considerations regarding a proposed transaction, the Board has also stated that it will consider “whether the proposed transaction would provide any stability benefits and whether enhanced prudential standards applicable to the combined

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<sup>31</sup> See Fla. Stat. § 658.2953(5)(b) (applying a 30% state deposit cap); S.C. Code Ann. § 34-25-240(b) and S.C. Code Ann. § 34-25-50(a) (applying a 30% state deposit cap). New York, North Carolina and Virginia do not have state statutory deposit caps.

<sup>32</sup> 12 U.S.C. § 1842(c)(7). Notably, Section 3(c)(7) of the BHC Act instructs the Board to consider the extent to which a proposed transaction “would result” in greater or more concentrated risks to the stability, rather than to consider any hypothetical or speculative financial stability risks that *could* result from a transaction. Cf. 12 U.S.C. § 5462(9) (providing the Financial Stability Oversight Council designation authority in cases where a failure or disruption “*could create, or increase, the risk of significant liquidity or credit problems spreading among financial institutions or markets and thereby threaten the stability of the financial system of the United States*”) (emphasis added).

<sup>33</sup> See Capital One Financial Corporation, FRB Order No. 2012-2 (Feb. 14, 2012) (the “Capital One Order”). See, e.g., Huntington Bancshares Incorporated, FRB Order No. 2021-07 (May 25, 2021); The PNC Financial Services Group, Inc., FRB Order No. 2021-04 (May 14, 2021); Morgan Stanley, FRB Order 2020-05 (Sept. 30, 2020); BB&T Corporation, FRB Order 2019-16 (November 19, 2019); Royal Bank of Canada, FRB Order No. 2015-28 (Oct. 7, 2015); CIT Group, Inc., FRB Order No. 2015-20 (July 19, 2015); BB&T Corporation, FRB Order No. 2015-18 (July 7, 2015).

organization would offset any potential risks” resulting from the proposed transaction.<sup>34</sup> The Board has previously noted that diversification of revenue and funding sources resulting from a combination, as well as the application of the Board’s tailored regulatory and supervisory frameworks to the resulting combined organization, can serve as “financial-stability-enhancing features” of the transactions.<sup>35</sup>

The following analysis of the Board’s systemic risk factors demonstrates that the Proposed Transaction would not result in greater or more concentrated risks to the stability of the U.S. financial system. Moreover, the Proposed Transaction would not result in any significant increase in any of the metrics used by federal banking agencies to evaluate the systemic footprint of the combined organization.

### 1. Size

When considering the size of a resulting organization for purposes of the Financial Stability Standard, the analysis may be informed by the asset size of the institutions as well as other aspects of the BHC Act’s requirements, including the 10% national deposit cap for certain interstate acquisitions<sup>36</sup> and the 10% national liabilities cap.<sup>37</sup> Although the Proposed Transaction will increase the size of the Applicant’s operations, the size of the resulting organization following consummation of the Proposed Transaction does not significantly increase the risk that the Applicant poses to the U.S. financial system, and would not approach either the national deposit cap or the national liabilities cap.

With respect to asset size, the total assets of TDGUS account for approximately 2.1% of the total assets of all U.S. bank and thrift holding companies (“U.S. holding company assets”), and the total assets of FHN account for approximately 0.4% of U.S. holding company assets.<sup>38</sup> The total assets of TDBNA account for approximately 1.8% of the total assets of all U.S. insured depository institutions (“U.S. bank assets”).<sup>39</sup> The total assets of First Horizon Bank account for approximately 0.4% of U.S. bank assets.<sup>40</sup> On a pro forma basis, following consummation of the Proposed Transaction, the total assets of TDGUS would amount to approximately 2.4% of U.S. holding company assets, while the total assets of TDBNA would amount to approximately 2.2%

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<sup>34</sup> See Capital One Order at 36.

<sup>35</sup> See Morgan Stanley, FRB Order 2020-05 (Sept. 30, 2020); Goldman Sachs Bank USA, FRB Order No. 2016-03 (March 21, 2016).

<sup>36</sup> 12 U.S.C. § 1843(i)(8).

<sup>37</sup> 12 U.S.C. § 1852.

<sup>38</sup> As of December 31, 2021, total assets of all U.S. bank and thrift holding companies are \$25,237 billion. *Source*: SNL Financial.

<sup>39</sup> Total assets of TDBNA based on Call Report data as of December 31, 2021. Total assets of FDIC-insured banks and thrifts are \$23,719 billion. See FDIC Statistics at a Glance (as of December 31, 2021) available at <https://www.fdic.gov/analysis/quarterly-banking-profile/statistics-at-a-glance/2021dec/industry.pdf>.

<sup>40</sup> Total assets of First Horizon Bank based on Call Report data as of December 31, 2021. Total U.S. bank assets as of December 31, 2021.

of U.S. bank assets.<sup>41</sup> Based on total consolidated assets, the combined organization would be only approximately one-fifth of the average total consolidated asset size of the four largest U.S. banking organizations.<sup>42</sup>

With respect to deposit size, the combined organization would not approach the national deposit cap. The total domestic deposits of TDGUS account for approximately 2.2% of nationwide deposits.<sup>43</sup> The total domestic deposits of FHN account for approximately 0.4% of nationwide deposits.<sup>44</sup> On a pro forma basis, following consummation of the Proposed Transaction, the total deposits of the combined organization would amount to approximately 2.6% of total nationwide deposits.<sup>45</sup>

With respect to liabilities, the combined organization would not approach the national liabilities cap. The total liabilities of TDGUS account for approximately 2.2% of aggregate financial sector liabilities.<sup>46</sup> The total liabilities of FHN account for approximately 0.4% of aggregate financial sector liabilities.<sup>47</sup> On a pro forma basis, following consummation of the Proposed Transaction, the total liabilities of the combined organization would amount to approximately 2.5% of the aggregate U.S. financial sector liabilities.<sup>48</sup>

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<sup>41</sup> If the total assets of TDB's combined U.S. operations were included in this calculation, the total assets of the combined organization (including the total assets of the New York Branch of approximately \$46.3 billion, based on its most recent report on Form FFIEC 002) would amount to only 2.6% of U.S. holding company assets (even without including the total assets of all other U.S. branches and agencies of foreign banking organizations for purposes of this calculation).

<sup>42</sup> This calculation is based on the average of the total consolidated assets of the four largest bank holding companies as of December 31, 2021. The total consolidated assets of the largest bank holding companies as of such date are: JPMorgan Chase – \$3.74 trillion; Bank of America – \$3.17 trillion; Citigroup – \$2.29 trillion; and Wells Fargo – \$1.95 trillion.

<sup>43</sup> Total deposits of TDGUS based on FR Y-9C data as of December 31, 2021. Total domestic deposits of FDIC-insured banks and thrifts are \$18,189 billion (as of December 31, 2021) *available at* <https://www.fdic.gov/analysis/quarterly-banking-profile/statistics-at-a-glance/2021dec/industry.pdf>.

<sup>44</sup> Total deposits of FHN based on FR Y-9C data as of December 31, 2021. Total nationwide deposits as of December 31, 2021.

<sup>45</sup> If the total deposits of TDB's combined U.S. operations were included in this calculation, the total deposits of the combined organization (including the total deposits of the New York Branch of approximately \$41.4 billion, based on its most recent report on Form FFIEC 002) would amount to only 2.8% of nationwide deposits (even without including the total deposits of all other U.S. branches and agencies of foreign banking organizations for purposes of this calculation).

This percentage is also significantly less than the nationwide deposit concentrations of various bank holding companies in the United States classified as GSIBs, for example (as of December 31, 2021): Bank of America – 11.35%; Citigroup – 7.29%; JPMorgan Chase – 13.54%; and Wells Fargo – 8.15%.

<sup>46</sup> On June 17, 2021, the Board stated that the aggregate financial sector liabilities for purposes of Section 622 of the Dodd-Frank Act was equal to \$21,787,962,476,000 for the period from July 1, 2021 through June 30, 2022. *See* Announcement of Financial Sector Liabilities, 86 Fed. Reg. 32267 (June 17, 2021).

<sup>47</sup> Total liabilities of FHN based on FR Y-9C data as of December 31, 2021.

<sup>48</sup> If the total liabilities of TDB's combined U.S. operations were included in this calculation, the total liabilities of the combined organization (including the total liabilities of the New York Branch of approximately \$46.3 billion,



In addition, when the pro forma asset size of TDGUS is measured using the total exposures of TDGUS and FHN, as defined for purposes of the size indicators section of the Federal Reserve FR Y-15 report, it demonstrates that the Proposed Transaction would not result in financial stability concerns as measured by the size factor. In evaluating a bank holding company's total exposures, the relevant measures include its total derivatives, securities financing transactions, other on-balance sheet exposures and other off-balance sheet exposures. Based on TDGUS's Form FR Y-15 report as of December 31, 2021 and estimated data for FHN, the combined company would have total exposures (before regulatory deductions) of \$654.4 billion, which is only 2.6% of the total exposures reported by institutions that file the FR Y-15 form.<sup>49</sup>

The combined organization's "size" systemic indicator score, as calculated under the Method 1 and Method 2 GSIB surcharge scoring methodologies of Subpart H of the Board's Regulation Q, would increase by only two points under Method 1 and four points under Method 2, each as compared to TDGUS's systemic indicator scores as of December 31, 2021.

Accordingly, these numbers suggest that the size of the organization resulting from the Proposed Transaction would not pose any separate discernible or increased risk to the financial stability of the U.S. financial system.

## 2. Substitutability

When considering the substitutability of a resulting organization for purposes of the Financial Stability Standard, the analysis may be informed by whether the parties to the transaction engage in any activities that are critical to the functioning of the U.S. financial system and whether there would be adequate substitute providers that could quickly perform such activities should the combined organization suddenly be unable to do so as a result of severe financial distress.

Neither the Applicant nor FHN engages in any activities that are critical to the functioning of the U.S. financial system or provides services that are available from only a small number of providers. Indeed, to the contrary, both organizations primarily offer traditional banking products and services for which there are numerous providers in their respective markets of each of their products and services that could continue to provide such products and services should the combined organization be unable to do so as a result of severe financial distress.

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based on its most recent report on Form FFIEC 002) would amount to only 2.7% of the aggregate U.S. financial sector liabilities.

This percentage is also significantly less than the nationwide financial sector liability concentrations of various bank holding companies in the United States classified as GSIBs, for example (as of December 31, 2021): Bank of America – 13.31%; Citigroup – 9.59%; JPMorgan Chase – 15.83%; and Wells Fargo – 8.07%.

<sup>49</sup> The pro forma total exposures of the combined company were calculated by adding the total exposures of such activities reported on TDGUS's FR Y-15 report (as of December 31, 2021) and estimated data for FHN. The combined organization's total exposures would also be only a small portion of such total exposures of the non-custodial U.S. GSIBs as of such date: JPMorgan Chase – \$4.62 trillion, Bank of America – \$3.68 trillion, Citigroup – \$2.99 trillion, Wells Fargo – \$2.34 trillion, Goldman Sachs – \$1.92 trillion, and Morgan Stanley – \$1.50 trillion.

Both the Applicant and FHN provide products and services that are widely recognized to be unconcentrated. With respect to U.S. banking activities, TD, through its U.S. depository institution subsidiaries TDBNA and TDBUSA, provides a wide range of commercial, retail, and small business banking, as well as asset management products and services to individual, corporate and institutional clients. FHN provides retail and commercial banking, specialized commercial lending, commercial leasing and equipment financing, brokerage, wealth management, capital markets services and other financial products and services to individual consumers, small and medium-sized enterprises, and large corporations. These activities of both banks take place in a highly competitive environment with many banks and other financial institutions providing the same services both in local and regional markets and on a national basis.<sup>50</sup>

In evaluating the substitutability of the combined organization under the Financial Stability Standard, the relevant measures include the combined organization's total payments activity, amount of assets under custody and underwriting activity. Based on TDGUS's FR Y-15 report (as of December 31, 2021) and estimated data for FHN, the combined company would have total payments activity of \$10.8 trillion, total assets under custody of \$41.9 billion and total underwriting activity of \$110.3 billion, which are each only a small fraction of these activities in the U.S. financial system. The combined organization would account for approximately 0.7% of payments activities, less than 0.1% of assets under custody, and 2.5% of underwriting activities of the total reported by institutions that file the FR Y-15 form.<sup>51</sup> Further, the combined organization's "substitutability" systemic indicator score, as calculated under the Method 1 GSIB surcharge scoring methodology of Subpart H of the Board's Regulation Q, would increase by only three points as compared to TDGUS's systemic indicator score as of December 31, 2021. As indicated by these data, the combined organization would have a small share on a nationwide basis, and numerous competitors would remain.

Accordingly, following the consummation of the Proposed Transaction, the combined organization's market share of any activity would not be substantial enough to cause significant disruption in the activity if the combined organization were to experience distress, due to the

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<sup>50</sup> For example, the Board has noted that there are numerous competitors in the United States that offer retail and commercial deposit products; consumer and commercial loan products; mortgage lending; commercial lease financing and related services; asset-based lending; student lending; small business lending; loan servicing for third-party investors; private bank and trust services; payments processing; cash management and treasury services; securities brokerage and underwriting; insurance agency and brokerage; capital markets services; investment advisory; asset management; wealth management; investment and mergers and acquisition advisory services; capital markets; investment banking services; trust operations and fiduciary services; risk-management and asset management services; community development investment; payments; merchant services; and treasury management services. *See, e.g.*, The PNC Financial Services Group, Inc., FRB Order 2021-4 (May 14, 2021); BB&T Corporation, FRB Order 2019-16 (November 19, 2019).

<sup>51</sup> Such totals are also significantly less than the totals for such indicators reported by the non-custodial U.S. GSIBs. The respective total payments activity, total assets under custody and total underwriting activity reported by the non-custodial U.S. GSIBs on their FR Y-15 reports (as of December 31, 2021) were as follows: JPMorgan Chase – \$500.43 trillion, \$34.01 trillion and \$768.14 billion; Bank of America – \$156.94 trillion, \$4.26 trillion and \$654.13 billion; Citigroup – \$194.77 trillion, \$21.29 trillion and \$554.48 billion; Wells Fargo – \$58.62 trillion, \$3.49 trillion and \$258.06 billion; Goldman Sachs – \$14.74 trillion, \$1.65 trillion and \$473.47 billion; and Morgan Stanley – \$15.12 trillion, \$3.83 trillion and \$481.75 billion.

availability of numerous substitute providers that could offer each of the business lines of the combined organization's business.

### 3. Interconnectedness

The Proposed Transaction would not materially increase the interconnectedness of the U.S. banking or financial system. The Applicant does not currently, and would not as a result of the Proposed Transaction, engage in business activities or participate in markets to a degree that would pose significant risk to other institutions, in the event of financial distress of the combined entity. Moreover, the parties together following the Proposed Transaction would not be so interconnected with other firms or the markets that the merged entity would pose a significant risk to the financial system in the event of financial distress.

To the contrary, the Applicant and FHN primarily offer retail and commercial banking products and services to an array of clients, including retail and small business client, middle-market and other corporate clients, as well as non-profit and public sector clients. Such products and services include retail and commercial lending, depository services, treasury management, retail and community banking, mortgage banking, and various other services, such as private banking, financial advisory services, investment management, retail brokerage services, insurance, trust, custody and fund servicing.

The two parties do not engage in complex derivatives or credit default swaps activity and their derivatives activities would not pose a material financial stability risk. Both the Applicant and FHN primarily use derivatives to manage exposure to market risk, including interest rate risk and foreign currency risk, and to assist customers with their risk management objectives. Accordingly, following the Proposed Transaction, the Applicant would not be so interconnected with other firms or markets such that financial distress at the Applicant would pose a significant risk to the financial system.

Similarly, when the interconnectedness of the combined company is measured using the interconnectedness indicators of the FR Y-15 report, this measure clearly demonstrates that the Proposed Transaction would not result in a material increase in systemic risk under such indicators. In evaluating the combined organization's interconnectedness, the relevant measures include the banking organization's total claims on the financial system, its total liabilities to the financial system, the total value of debt and equity securities it issues and the total letters of credit outstanding to other financial institutions. Based on TDGUS's FR Y-15 report as of December 31, 2021 and estimated data for FHN, the combined company would have total intra-financial system assets of \$32.8 billion, total intra-financial system liabilities of \$11.1 billion, and total securities outstanding of \$19.4 billion, which would account for approximately 1.6% of total intra-financial system assets, 0.5% of total intra-financial system liabilities, and 0.4% of total securities outstanding of the total reported by institutions that file the FR Y-15 form.<sup>52</sup>

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<sup>52</sup> Such totals are also significantly less than the totals for such indicators reported by the non-custodial U.S. GSIBs. For example, the respective total intra-financial system assets, intra-financial system liabilities and securities outstanding reported by the non-custodial U.S. GSIBs on their FR Y-15 reports (as of December 31, 2021) were as follows: JPMorgan Chase – \$358.99 billion, \$482.19 billion and \$858.16 billion; Bank of America – \$239.44 billion, \$152.54 billion and \$708.80 billion; Citigroup – \$211.76 billion, \$285.14 billion and \$488.49 billion; Wells Fargo – \$177.15 billion, \$118.29 billion and \$391.76 billion; Goldman Sachs – \$274.76 billion, \$105.67

Further, the combined organization’s “interconnectedness” systemic indicator score, as calculated under the Method 1 and Method 2 GSIB surcharge scoring methodologies of Subpart H of the Board’s Regulation Q, would increase by only two points under Method 1 and three points under Method 2, each as compared to TDGUS’s systemic indicator scores as of December 31, 2021.

#### 4. Complexity and Resolution

The low level of complexity of the combined entity’s operations would not hinder its timely and efficient resolution in the event it were to experience financial distress. Neither the Applicant nor FHN engages in complex activities, such as being a core clearing and settlement organization for critical financial markets, which might complicate the resolution process by increasing the complexity, costs or timeframes involved in a resolution. The Proposed Transaction does not involve the acquisition or assumption of complex assets or liabilities.

The combined organization would not have an organizational structure, complex interrelationships, or unique structural characteristics that might complicate the resolution process by increasing the complexity, costs or timeframes involved in a resolution. In addition, the Applicant and its subsidiary depository institutions have complied with applicable resolution planning requirements and have satisfactorily demonstrated to their U.S. banking regulators that they have adequately assessed any challenges that their structures and business activities pose to an orderly resolution. Moreover, the organizational structure and operations of the combined organization would be centered on a commercial banking business, and in the event of distress, the resolution process would be handled under well-established procedures by relevant authorities. Following the Proposed Transaction, approximately 80% of TDGUS’s total assets would be held by or through TDBNA. Accordingly, the vast majority of the combined organization’s assets would continue to be subject to the well-established resolution processes under the Federal Deposit Insurance Act.

Importantly, following the Proposed Transaction, TDGUS will be subject to the Board’s total-loss absorbing capacity (“TLAC”) requirement and long-term debt requirements beginning in 2023. TDGUS’s TLAC and long-term debt will enhance financial stability by reducing the impact of a potential failure of the combined organization by ensuring that it has sufficient loss-absorbing capacity on both a “going-concern” and a “gone-concern” basis. The application of the Board’s resolution planning, TLAC and long-term debt requirements to FHN’s current operations, which are not currently subject to any of these requirements, significantly improve the resolvability and stability of these operations in the event of a severe financial distress.

When the complexity of the combined organization is measured using the relevant indicators of TDGUS’s Form FR Y-15 report and estimated data for FHN, it is also clear that the Proposed Transaction would not result in a material increase in systemic risk under this factor. In evaluating the combined organization’s complexity, the relevant measures are: a banking organization’s total notional amount of over-the-counter (“OTC”) derivatives; total amount of trading and available-for-sale securities and equity securities with readily determinable fair values not held for trading (collectively, “Trading and AFS Securities”); and total illiquid and

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billion and \$513.04 billion; and Morgan Stanley – \$230.91 billion, \$53.63 billion and \$429.09 billion.

hard-to-value assets, known as “Level 3 Assets.” Based on TDGUS’s FR Y-15 report as of December 31, 2021 and estimated data for FHN, the combined organization would have a pro forma total notional amount of OTC derivatives of \$360.9 billion, total Trading and AFS Securities of \$76.14 billion and total Level 3 Assets of \$114.9 million, which would account for approximately 0.2% of total notional amount of OTC derivatives, 5.8% of total Trading and AFS Securities, and 0.1% of the total Level 3 Assets reported by institutions that file the FR Y-15 form.<sup>53</sup> Further, the combined organization’s “complexity” systemic indicator score, as calculated under the Method 1 and Method 2 GSIB surcharge scoring methodologies of Subpart H of the Board’s Regulation Q, would increase by only two points under Method 1 and three points under Method 2, each as compared to TDGUS’s systemic indicator scores as of December 31, 2021.

As described above, both TDGUS and FHN maintain relatively simple business models that, as noted above, are focused primarily on retail and commercial lending and deposit products. Thus, the combined organization will not contribute to the overall complexity of the U.S. financial system.

## 5. Cross-Border Activity

As a leading international financial institution, TD, through its U.S. operations, conducts more extensive cross-border activities than FHN, but such activities are not so complex or extensive as to create difficulties in coordinating any resolution, thereby significantly increasing the risk to U.S. financial stability. Similarly, TD does not engage in the provision of critical services whose disruption would impact the macroeconomic condition of the United States by disrupting trade or resulting in increased resolution difficulties. Importantly, TDGUS and TDBNA do not have any material operations outside the United States, and their foreign country exposure (which is defined as the aggregation of exposure maintained with financial institutions, companies or individuals in a given country outside of the United States) is not significant. TDBNA had a branch in the Cayman Islands which was closed in December 2016.

Moreover, the Applicant does not currently expect to expand the cross-border activities of TD’s U.S. operations significantly as a result of the Proposed Transaction. The Board has recently determined that, notwithstanding TDB’s significant operations in Canada, an acquisition by TDGUS in the United States would not increase financial stability risk where the transaction does not have “meaningful effects on [TDB’s] cross-border activities; and would not lead to changes in [TDB’s] organizational structure, complexity, or unique characteristics that would complicate its resolution.”<sup>54</sup> FHN has no material foreign operations and the Proposed

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<sup>53</sup> Such totals are also significantly less than the totals for such indicators reported by the non-custodial U.S. GSIBs. The volumes of these activities (total notional amounts of OTC derivatives, amounts of trading and AFS and Level 3 Assets amounts) reported by the non-custodial U.S. GSIBs on their FR Y-15 reports (as of December 31, 2021) were as follows: JPMorgan Chase – \$47.97 trillion, \$207.99 billion and \$17.48 billion; Bank of America – \$32.22 trillion, \$185.10 billion and \$10.67 billion; Citigroup – \$38.34 trillion, \$99.79 billion and \$14.75 billion; Wells Fargo – \$8.90 trillion, \$89.04 billion and \$19.75 billion; Goldman Sachs – \$39.78 trillion, \$146.84 billion and \$24.78 billion; and Morgan Stanley – \$31.03 trillion, \$117.78 billion and \$12.69 billion.

<sup>54</sup> The Toronto-Dominion Bank, FRB Order No. 2020-03 (Sept. 30, 2020).

Transaction would not lead to material changes in the Applicant’s organizational structure or complexity, or result in unique characteristics that would complicate its resolution.

The Applicant also notes that TDB would remain a “qualifying foreign banking organization” for purposes of the International Banking Act of 1978 and the Federal Reserve’s Regulation K following the Proposed Transaction.

Therefore, the Proposed Transaction would not involve the acquisition of any cross-border operations or activities and would not otherwise create difficulties in coordinating any resolution that would significantly increase the risk to U.S. financial stability.

When the cross-border activity of the combined company is measured using the cross-border indicators of the FR Y-15 report, it is also clear that the Proposed Transaction would not result in material systemic risk under such indicators. In evaluating a bank holding company’s cross-border activity, the relevant measures are a banking organization’s total cross-jurisdictional claims and its total cross-jurisdictional liabilities. Based on TDGUS’s Form FR Y-15 report as of December 31, 2021 and estimated data for FHN, the combined company would have total cross-jurisdictional claims of \$59.0 billion and total cross-jurisdictional liabilities of \$13.0 billion, which would account for approximately 1.3% of total cross-jurisdictional claims and 0.3% of total cross-jurisdictional liabilities of the total reported by institutions that file the FR Y-15 form.<sup>55</sup> Further, the combined organization’s “cross-jurisdictional activity” systemic indicator score, as calculated under the Method 1 and Method 2 GSIB surcharge scoring methodologies of Subpart H of the Board’s Regulation Q, would increase by less than one point under each of Method 1 and Method 2, each as compared to TDGUS’s systemic indicator scores as of December 31, 2021.

## 6. Financial Stability Conclusions

Accordingly, the above-described considerations demonstrate that the Proposed Transaction would not pose any separate discernible or increased risk to the financial stability of the U.S. financial system. To the contrary, the Proposed Transaction is expected to provide financial stability benefits by enhancing the Applicant’s financial position, as the combined organization will maintain the Applicant’s strong capital and liquidity position but with a more diversified geographic footprint and product offering. The Applicant’s expanded East Coast, Mid-Atlantic, and Southeast footprint would provide additional streams of stable revenues for the combined organization and, importantly, would diversify the company’s sources of stable funding, thereby making the combined organization more resilient and better positioned to withstand financial distress.

Further, following the Proposed Transaction, all of the activities of FHN, which currently does not qualify as a Category IV (or other higher category) organization, would become subject

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<sup>55</sup> Such totals are also significantly less than the totals for such indicators reported by the non-custodial U.S. GSIBs. The volumes of these activities (total cross-jurisdictional claims and total cross-jurisdictional liabilities) reported by the non-custodial U.S. GSIBs on their FR Y-15 reports (as of December 31, 2021) were as follows: JPMorgan Chase – \$926.22 billion and \$833.20 billion; Bank of America – \$508.19 billion and \$391.78 billion; Citigroup – \$1.06 trillion and \$1.15 trillion; Wells Fargo – \$176.25 billion and \$58.81 billion; Goldman Sachs – \$687.28 billion and \$533.55 billion; and Morgan Stanley – \$375.13 billion and \$310.05 billion.

to the Federal Reserve’s stricter prudential and risk management requirements applicable to Category III organizations. The application of the Board’s regulatory and supervisory frameworks to FHN’s current operations would serve as financial stability-enhancing features that mitigate any financial stability risks resulting from the Proposed Transaction.

The above-described metrics are similar to the categories of systemic indicators used by the Board to identify banking organizations that should be considered GSIBs and to calculate the capital surcharge applicable to a GSIB, as well as the general categories of indicators collected in the Federal Reserve’s FR Y-15 reports (Banking Organization Systemic Risk Report).<sup>56</sup> In reviewing financial stability considerations of proposed merger transactions, the Board has considered the resulting change in an acquirer’s GSIB score, noting that “[t]he GSIB score is the Board’s principal regulatory algorithm for measuring a firm’s systemic footprint, and it includes the effects of all five of the quantitative factors mentioned above (size, substitutability, interconnectedness, complexity, and cross-border activity).”<sup>57</sup>

As of December 31, 2021, TDGUS had a Method 1 GSIB score of only 33. TDGUS’s pro forma Method 1 GSIB score as of the same date, after taking into account the Proposed Transaction, would be 42, an increase of only nine points. Importantly, TDGUS’s pro forma Method 1 GSIB score, after taking into account the Proposed Transaction, would remain 88 points below (and approximately one-third of) the threshold score (130) necessary to be considered a GSIB under 12 CFR § 217.402, and would be less than 14% of the average of the six U.S. institutions with the highest GSIB scores. Also as of December 31, 2021, TDGUS had a Method 2 GSIB score of only 190. TDGUS’s pro forma Method 2 GSIB score as of the same date, after taking into account the Proposed Transaction, would in fact decrease by 13 points to 177 (due to a proportionately smaller increase short-term wholesale funding relative to the increase in average risk-weighted assets resulting in a lower short-term wholesale funding metric), and would be less than 30% of the average of the six U.S. institutions with the highest GSIB scores. Further, as noted above, none of the Method 1 or Method 2 component indicator scores would increase by more than four points as a result of the Proposed Transaction.<sup>58</sup>

Please see Confidential Exhibit 11 for additional information comparing TDGUS’s pro forma GSIB score to the GSIBs and other bank holding companies, as well as a snapshot summary of the systemic risk factors of the bank holding companies that file FR Y-15 reports, as of December 31, 2021.

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<sup>56</sup> 12 CFR § 214.404; Banking Organization System Risk Report-FR Y-15, [https://www.federalreserve.gov/reportforms/forms/FR\\_Y-1520201231\\_i.pdf](https://www.federalreserve.gov/reportforms/forms/FR_Y-1520201231_i.pdf).

<sup>57</sup> Morgan Stanley, FRB Order 2020-05 (Sept. 30, 2020).

<sup>58</sup> The Board has previously indicated that the financial stability considerations of an acquisition by TDGUS should be assessed based on the change to the GSIB score of TDGUS resulting from the acquisition. See The Toronto-Dominion Bank, FRB Order 2020-04 (Sept. 30, 2020) (“The Board also considered the Global Systemically Important Bank (“GSIB”) score of TD Group US Holdings LLC.”). However, even when measuring the incremental effect of the Proposed Transaction on the GSIB score of TDB’s combined U.S. operations, the pro forma Method 1 GSIB score of TDB’s U.S. operations would remain 79 points below (and less than 40% of) the threshold score (130) necessary to be considered a GSIB under 12 CFR § 217.402.

## **H. Public Notice**

Notice of the Application is being published in *The News Journal*, a daily newspaper of general circulation in Wilmington, Delaware, which is the location of the main office of the Applicant's lead bank (TDBNA) and the head office of TDGUS, *The Courier Post*, a daily newspaper of general circulation in Cherry Hill, New Jersey, which is the location of the head office of TDBUSH, and *The Commercial Appeal*, a daily newspaper of general circulation in Memphis, Tennessee, which is the location of the main office of FHN and First Horizon Bank. The form of newspaper notice with regard to the Application is provided in Public Exhibit 11. Affidavits of publication will be submitted to Board and Reserve Bank staff once they are received from the newspapers.

## **V. CONCLUSION**

The Proposed Transaction merits approval under the relevant statutory criteria. As set forth in this Application, the Applicant will have substantial financial resources to operate safely and soundly following the Proposed Transaction. Moreover, the combined organization's directors and senior executive officers have the competence, experience and integrity to manage the combined organization in a safe and sound manner following the Proposed Transaction. The Proposed Transaction will bring substantial benefits to the customers and communities served by the Applicant and First Horizon Bank, and the banks' CRA records support approval. The Proposed Transaction also does not raise any competitive concerns. Furthermore, the Proposed Transaction does not present a risk to the stability of the U.S. banking or financial system.



## RESPONSES TO QUESTIONS FROM FORM FR Y-3

### I. PROPOSED TRANSACTION

#### 1. Describe the transaction's purpose. Identify any changes to the business plan of the Bank/Bank Holding Company to be acquired or the Resultant Institution. Identify any new business lines.

The purpose of the Proposed Transaction is to effect the Applicant's acquisition of FHN and the subsequent merger of First Horizon Bank into TDBNA. Through the acquisition of FHN, the Applicant seeks to expand its presence in the Southeastern U.S. markets in which FHN operates, and to establish a foundation for the Applicant's further expansion into Texas and Georgia. The Applicant intends to serve existing FHN customers through a more expansive branch network and a broader array of products and services. The Applicant has concluded that the combination of their complementary businesses will result in a stronger banking organization better able to serve customers and communities on a more efficient basis while providing existing customers of both banks access to a broader suite of products and services.

The Proposed Transaction will bring together two purpose-driven organizations with a deep commitment to the customers they serve. The new organization will leverage its scale to serve customer needs through a distinctive customer experience. The Proposed Transaction uniquely positions the combined organization to capitalize on market opportunities and broaden the channels and customers it serves through expanded distribution and product offerings. Strategic and financial benefits of the Proposed Transaction include:

- *Enhanced Scale*: The combined company's expanded distribution and scale positions TD to serve an expanded customer base through a differentiated customer-centric brand while driving strong financial performance, with greater financial resources to invest in customer product enhancements and technology for client experience improvements and to make long-term investments in the communities and customers of both organizations.
- *Revenue Growth through Combined Segments and Expanded National Footprint Businesses*: The Proposed Transaction will result in strengthened retail card, mortgage, wealth, and consumer & business banking businesses for the combined organization. TD will leverage its broad product and service offerings, as well as its strong digital capabilities, across the expanded combined customer base and will deploy its expertise in SBA, middle market, healthcare, higher education and municipal lending. In addition, FHN's strengths in commercial banking and specialty businesses (including FHN's specialty banking strengths in asset-based lending, mortgage warehouse lending, commercial real estate, equipment finance, and fixed income) will complement TD's existing efforts in these business lines (such as its mortgage warehouse product offerings) to build a leading national platform. In addition, customers of both banks will have access to the combined organization's expanded commercial loan capacity, as well as its larger capital

base that will support greater commercial and community development lending and investment capacity. The Proposed Transaction will add scale and distribution to TD Securities' fixed income sales and trading business through FHN Financial, and presents the opportunity to extend TD Securities' capabilities and expertise to large corporate customers in FHN's markets. Furthermore, customers of both banks will be well served by the compatibility of FHN's and TD's shared customer-focused operating philosophies and strong commitment to local communities.

- *Enhances Market Competition:* The Proposed Transaction will create a more effective competitor in vibrant Southeastern U.S. markets, in which the five-year projected population growth in FHN's footprint is 50% greater than the national average. The combined institution would have a pro forma deposit market share of less than 12% in all overlapping Federal Reserve banking markets, with minimal HHI increases of 31 points or less in all such overlapping markets. The combined institution would be well below the statutory national and state deposit caps, holding less than 3% of the total nationwide deposits and no more than 6% of state-wide deposits in any state in which the U.S. branch bank operations of the Applicant and FHN overlap, each on a pro forma basis. The greater scale and increased market presence of the Applicant resulting from the Proposed Transaction would allow the Applicant to compete more effectively against the market leaders in these markets, and would have a pro-competitive impact in the states in which the U.S. branch bank operations of the Applicant and FHN overlap.

The business strategy and operations of the combined organization will not differ materially from the business strategy and operations of the Applicant, and the combined organization's business plan will not change materially from the Applicant's business plan that has been previously reviewed by the Board and Reserve Bank.

The business and core competencies of both TD and FHN are highly complementary, and will allow the combined organization to deploy a broad product set and digital capabilities at enhanced scale. For example, TD offers the scale, product breadth and technology to penetrate consumer and business banking markets through its mobile banking, retail cards, auto finance loans, mortgage and home equity loans, complementing FHN's large and loyal client base. TD's strong consumer product suite and legendary customer service model, including its leading digital capabilities, longer store hours, and easy-to-access account opening processes, will greatly benefit FHN's retail customers. TD's dedicated wealth management offerings (including financial planning, private banking, trust and estate, investment management and brokerage services) will serve FHN's existing wealth management and brokerage customers, with TD leveraging First Horizon's capabilities in family office services to expand into this offering. As described above, the Proposed Transaction will combine TD's and FHN's strengths in commercial banking and specialty businesses to build a leading national platform, with First Horizon's specialty businesses expected to be integrated into TD's specialty offerings. In addition, customers of both banks will have access to the combined organization's expanded commercial loan capacity, as well

as its larger capital base that will support greater commercial and community development lending and investment capacity.

**2. Provide the following with respect to the Bank/Bank Holding Company to be acquired:**

**a. Total number of shares of each class of stock outstanding;**

As of the date of the Parent Merger Agreement, the authorized capital stock of FHN consists of 700,000,000 shares of FHN common stock, and 5,000,000 shares of preferred stock, no par value. As of February 24, 2022, with the exception of exercise, vesting, settlement and forfeiture, in each case, since January 31, 2022, as to a de minimis number of shares of FHN common stock underlying FHN equity awards, there were (i) 533,961,891 shares of FHN common stock issued and outstanding, including 986,656 FHN restricted shares; (ii) 4,845,010 shares of FHN common stock reserved for issuance upon the exercise of outstanding FHN options; (iii) 7,464,276 shares of FHN common stock reserved for issuance upon the settlement of outstanding FHN restricted stock units; (iv) 2,076,978 shares of FHN common stock (assuming performance goals are satisfied at the target level) or 3,733,889 shares of FHN common stock (assuming performance goals are satisfied at the maximum level) reserved for issuance upon the settlement of outstanding unvested open FHN performance-based stock unit awards; (v) 549,519 shares of FHN common stock reserved for issuance upon the settlement of vested deferred FHN performance-based stock units for which applicable performance goals have been met and deferred director restricted stock units, in each case, following the lapse of an applicable holding period; (vi) 8,000 shares of FHN Series B Preferred Stock; (vii) 5,750 shares of FHN Series C Preferred Stock; (viii) 10,000 shares of FHN Series D Preferred Stock; (ix) 1,500 shares of FHN Series E Preferred Stock; and (x) 1,500 shares of FHN Series F Preferred Stock. In addition, following the Securities Purchase, there were 4,935.694 shares of FHN Series G Preferred Stock issued and outstanding.

All of the shares of voting common stock of First Horizon Bank are owned by FHN. First Horizon Bank has two classes of preferred stock, consisting of (a) 300,000 shares of Class A Non-Cumulative Perpetual Preferred Stock, all of which shares are issued and outstanding; and (b) 50 shares of Class B Preferred Stock reserved for issuance upon the occurrence of certain events, none of which shares are issued and outstanding.

**b. Number of shares of each class now owned or under option by the applicant, by subsidiaries of the applicant, by principals of the applicant, by trustees for the benefit of the applicant, its subsidiaries, shareholders, and employees as a class, or by an escrow arrangement instituted by the applicant;**

As described in Part III.D of the Preliminary Statement, TDB acquired 4,935.694 shares of FHN Series G Preferred Stock on February 28, 2022, pursuant to the Securities Purchase Agreement.<sup>59</sup> Other than TDB's ownership of such shares of FHN Series G

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<sup>59</sup> Prior to the completion of the Parent Merger, TDB may transfer such shares of FHN Series G Preferred Stock to a newly formed Canadian subsidiary of TDB. In addition, prior to the completion of the Parent Merger, TDB expects to transfer such shares of FHN Series G Preferred Stock to TDBUSH, such that TDB's ownership of such FHN Series G Preferred Stock (or the shares of FHN common stock into which shares of FHN Series G Preferred

Preferred Stock, to TD's knowledge, none of TD, its subsidiaries or its or their principals, or any trustee for the benefit of TD, its subsidiaries, shareholders, and employees as class, or any escrow arrangement instituted by TD, currently own any (i) equity interests of, or hold any options to purchase equity of, FHN (other than a de minimis number of shares of FHN common stock owned by TDB or its subsidiaries and acquired in the ordinary course of business), or (ii) shares of preferred stock of First Horizon Bank. All of the shares of common stock of First Horizon Bank are owned by FHN prior to the consummation of the Proposed Transaction.

**c. Number of shares of each class to be acquired by cash purchase; the amount to be paid, per share and in total; and the source of funds to be applied to the purchase;**

For a description of the number of shares of each class to be acquired by cash purchase and the amount to be paid, please refer to Part III.A. of the Preliminary Statement.

The cash consideration for the Parent Merger will be primarily funded through excess capital on TD's balance sheet. TD may engage in certain internal financing transactions for purposes of deploying its excess capital in connection with the Parent Merger cash consideration, including through capital contributions to its subsidiary holding companies.

In order to offset the reduction in excess capital resulting from the payment of the Parent Merger cash consideration, TDB may conduct securities issuances (including equity and/or debt securities) in the public or private capital markets prior to the completion of the Parent Merger. The timing and terms of any such capital issuances have yet to be determined and will depend on a number of factors, including then-current market conditions. The completion of any such capital issuances is not a condition to the completion of the Parent Merger.

TDBUSH and TDBNA do not intend to enter into any additional financing arrangements in order to consummate the Second Step Merger or the Bank Merger.

**d. Number of shares of each class to be acquired by exchange of stock, the exchange ratio, and the number and description of each class of the applicant's shares to be exchanged; and**

For a description of the number of shares of each class to be acquired by exchange of stock, the exchange ratio, and the number and description of each class of the Applicant's shares to be exchanged, please refer to Part III of the Preliminary Statement.

**e. A copy of the purchase, operating, shareholder, trust or other agreements associated with the proposed transaction. Also, provide the expiration dates of any contractual arrangement between the parties involved in this application and a brief description of any unusual contractual terms, especially those terms**

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Stock may be converted) will be held through TDB's intermediate holding company upon FHN becoming a TDB U.S. subsidiary, in accordance with the Board's Regulation YY.

**not disclosed elsewhere in the application. Note any other circumstances that might affect timing of the proposal.**

The Parent Merger Agreement does not contain any unusual contractual terms not otherwise described elsewhere in this Application. For a summary of the principal terms of the Proposed Transaction, please refer to Part III of the Preliminary Statement. As noted therein, each party will have the right to terminate the Parent Merger Agreement if the Parent Merger has not been completed by February 27, 2023, subject to certain limitations and possible extension in certain circumstances.

A copy of the Parent Merger Agreement is attached as Public Exhibit 1. A copy of the Securities Purchase Agreement is provided in Confidential Exhibit 5, and a copy of the Series G Articles of Amendment is provided as Public Exhibit 5.

- 3. If the proposed transaction is an acquisition of assets and assumption of liabilities, indicate the total price and the source of funds that the applicant intends to use for the proposed purchase, and discuss the effect of the transaction on the operations of the applicant.**

Not applicable. The Proposed Transaction is not an acquisition of assets and assumption of liabilities.

- 4. If the proposed transaction involves the acquisition of an unaffiliated banking operation or otherwise represents a change in ownership of established banking operations, describe briefly the due diligence review conducted on the target operations by Applicant. Indicate the scope of and resources committed to the review, explain any significant adverse findings, and describe the corrective action(s) to be taken to address those weaknesses.**

For the response to this Item, please refer to Confidential Exhibit 8.

- 5. Provide a list of all regulatory approvals and filings required for the proposed transaction and the status of each filing.**

For the response to this Item, please refer to Part III.E. of the Preliminary Statement (Regulatory Approvals and Notices).

- 6. Provide a copy of any findings, orders, approvals, denials or other documentation regarding the proposed transaction issued by any regulatory authority.**

A copy of any findings, orders, approvals, denials or other documentation regarding the proposed transaction issued by any regulatory authority will be provided to the Board upon receipt by the Applicant of any such documentation.

- 7. For applications filed pursuant to section 3(a)(1) of the BHC Act, if the proposed transaction would result in an organization other than a shell one-bank holding company, submit a pro forma organization chart showing the applicant's percentage of**

**ownership of all banks and companies, both domestic and foreign, in which it directly or indirectly will own or control more than 5 percent of the outstanding voting shares.**

Not applicable. This Application is not being filed pursuant to Section 3(a)(1) of the BHC Act.

## **II. FINANCIAL AND MANAGERIAL INFORMATION**

- 8. a. For an applicant that is not or would not be subject to consolidated capital standards following consummation of the proposed transaction, provide parent company balance sheet as of the end of the most recent quarter, showing separately each principal group of assets, liabilities, and capital accounts; debit and credit adjustments (explained by detailed footnotes) reflecting the proposed transaction; and the resulting pro forma balance sheet. The pro forma balance sheet should reflect the adjustments required under business combination and fair value accounting standards;**

Not applicable. TD is subject to consolidated capital standards, and would continue to be after consummation of the Proposed Transaction.

- b. For an applicant that is or would be subject to consolidated capital standards following consummation of the proposed transaction, provide parent company and consolidated balance sheets as of the end of the most recent quarter, showing separately each principal group of assets, liabilities, and capital accounts; debit and credit adjustments (explained by detailed footnotes) reflecting the proposed transaction; and the resulting pro forma balance sheets; and the financial information provided should be prepared in accordance with GAAP, and be in sufficient detail to reflect any: Common equity and preferred stock; Other qualifying capital; Long—and short-term debt; Goodwill and all other types of intangible assets; Material changes between the date of the balance sheet and the date of the application (explained by footnotes).**

For the response to this Item, please refer to Confidential Exhibit 6.

- c. Provide a broad discussion on the valuation of the target entity and any anticipated goodwill and other intangible assets. Also discuss the application of fair value and any election to apply push-down accounting adjustments, as appropriate.**

TD believes that the Proposed Transaction presents significant growth and value-creation opportunities for the combined companies and respective shareholders. The purchase price to be paid by TD on the closing date is approximately \$13.4 billion in aggregate. This price represents a multiple of approximately 9.8 times FHN's fully-synergized earnings, and approximately 2.1 times FHN's tangible book value at expected closing. TD expects approximately \$610 million in pretax synergies (equal to approximately 33% of FHN's estimated non-interest expenses) through a combination of technology and systems consolidation, and other operational efficiencies. TD expects the Proposed Transaction to be immediately accretive to its adjusted earnings per share and over 10%

accretive to its adjusted earnings per share in 2023 on a fully-synergized basis when fully integrated, assuming a transaction completion date of November 1, 2022. The valuation of the target was arrived at after careful consideration by the Applicant along with its outside financial advisers.

For additional information regarding accounting adjustments, please refer to Confidential Exhibit 6.

- 9. For an applicant that is or would be subject to consolidated capital requirements under Regulation Q (12 CFR part 217) following consummation of the proposed transaction, provide a breakdown of the organization's existing and pro forma risk-weighted assets as of the end of the most recent quarter, showing each principal group of on and off-balance sheet assets and the relevant risk-weight. Also, identify the existing and pro forma components of common equity tier 1, additional tier 1 and tier 2 capital pursuant to the capital adequacy regulations as of the end of the most recent quarter, and provide calculations of applicant's existing and pro forma common equity tier 1 capital, tier 1 capital, total capital, and leverage ratios pursuant to the capital adequacy regulations. If applicable, also provide the applicant's existing and pro forma supplementary leverage ratio pursuant to the capital adequacy regulations.**

For the response to this Item, please refer to Confidential Exhibit 6.

- 10. Provide for the applicant and any other Bank(s)/Bank Holding Company(ies) that would result from the proposal:**

- a. A description of any plans (in connection with the proposed transaction, or otherwise) to issue, incur, or assume additional common equity, preferred stock, other qualifying capital, and/or debt. Specify the amount, purpose, name and location of the issuer and/or lender; provide a copy of any loan agreement, loan commitment letter from the lender, or other underlying agreement which provides the interest rate, maturity, collateral, and proposed amortization schedule; and discuss what resources would be used to service any debt or capital instruments arising from the proposed transaction; and**

For the response to this item, please refer to the Applicant's response to item 2.c.

- b. Cash flow projections under the following limited circumstances;**
- i. For an applicant that is or would be subject to consolidated capital standards following consummation of the proposed transaction and that would incur or assume any debt in the proposal such that parent company long term debt would exceed 30 percent of parent company equity capital, provide cash flow projections for the parent company for each of the next three years, along with supporting schedules for each material cash receipt and disbursement. If an applicant projects that dividends or other payments from subsidiary banks will be used to service parent company debt and/or other obligations, provide projections of subsidiary bank(s) assets, earnings, and dividends, as well as common equity tier 1, additional tier 1, total capital, and leverage**

**ratios (including the supplementary leverage ratio, if applicable) pursuant to the capital adequacy regulations. If the combined assets of the subsidiary banks exceed the asset threshold of the Board's Small Bank Holding Company Policy Statement, subsidiary bank data may be shown on an aggregate basis;**

Not applicable. The Applicant will not incur or assume any debt or trust preferred securities in the Proposed Transaction such that the Applicant's long-term debt would exceed 30% of the Applicant's equity capital.

- ii. For an applicant that is not or would not be subject to consolidated capital standards following consummation of the proposed transaction and that would incur or assume any debt or other obligations in the proposal such that parent company debt would exceed 30 percent of parent company equity capital, provide cash flow projections for the parent company for each of the next twelve years, along with supporting schedules for each material cash receipt and disbursement. These projections must clearly demonstrate the ability of the parent company to reduce the debt to equity ratio to 30 percent or less within twelve years of consummation and must take into account the schedule of principal reduction required by the parent company's creditor(s). Include projections of subsidiary bank(s) assets, earnings, dividends, and other payments to affiliates, as well as common equity tier 1 capital, tier 1 capital, total capital and leverage ratios. Explain the methods and assumptions utilized in the projections, and support all assumptions which deviate from historical performance.**

Not applicable. The Applicant is subject to consolidated capital standards, and would continue to be after consummation of the Proposed Transaction.

- c. If the proposed transaction results in a change in ownership of the company (e.g., due to an exchange of stock), provide a current and pro forma shareholders list;**

The Parent Merger will not result in a change in ownership of TDB, TDGUS or TDBUSH. In the event that TDB elects to effect the Second Step Merger, the existing shareholders of FHN preferred stock will become holders of TDBUSH preferred stock, as described in Part III to the Preliminary Statement.

- d. If the subject transaction will be funded in whole, or in part, through the issuance of additional stock instruments, describe the current status of the stock raising efforts. Provide copies of the prospectus, private placement memorandum, and other documents associated with the capital raise. In addition, provide copies of any stock commitments, subscription agreements, or escrow account statements evidencing capital raised. Before submitting a final application, please contact the appropriate Federal Reserve Bank to discuss the timing considerations of the capital raising efforts with regard to submission of the application.**



For the response to this item, please refer to the Applicant's response to item 2.c.

**11. For applications filed pursuant to section 3(a)(1) of the BHC Act, provide for the applicant and the Bank a list of principals (including changes or additions to this list to reflect consummation of the transaction), providing information with respect to each as follows:**

- a. **Name and address (City and State/Country). If the principal's country of citizenship is different from his or her country of residence, then state the country of citizenship;**
- b. **Title or positions with Applicant and the Bank;**
- c. **Number and percentage of each class of shares of Applicant and Bank owned, controlled, or held with power to vote by this individual;**
- d. **Principal occupation if other than with Applicant or Bank;**
- e. **Percentage of direct or indirect ownership, if such ownership represents 10 percent or more of any class of shares, or positions held in any other depository institution or depository institution holding company. Give the name and location of such other depository institution or depository institution holding company. (Information that has been collected or updated within the past 12 months may be submitted, unless Applicant has reason to believe that such information is incorrect.);**
- f. **Interagency Biographical and Financial Reports (IBFRs) are required for certain individuals. Consult with the appropriate Reserve Bank for guidance on who should provide an IBFR. See SR 15-8 Name Check Process for Domestic and International Applications for more details; and**
- g. **If the principal is a corporation or partnership, provide financial statements (balance sheets and income statements) for the two most recent fiscal years and the most recent quarter end. Discuss any negative trends in the financial statements.**

Not applicable. This Application is not being filed pursuant to Section 3(a)(1) of the BHC Act.

**12. For applications filed pursuant to sections 3(a)(3) or 3(a)(5) of the BHC Act, list any changes in management or other principal relationships for the applicant and any other Bank(s)/Bank Holding Company(ies) that would result from the proposal. For any existing or proposed principal of the applicant or the Bank/Bank Holding Company that is also a principal of any other depository institution or depository institution holding company, provide the following information:**

- a. **Name, address, and title or position with Applicant, Bank/Bank Holding Company, and any other depository institution or depository institution holding**

- company (give the name and location of the other depository institution or depository institution holding company);**
- b. Number and percentage of each class of shares of the applicant and the Bank/Bank Holding Company owned, controlled, or held with power to vote by this individual;**
  - c. Principal occupation if other than with the applicant or the Bank/Bank Holding Company; and**
  - d. Percentage of direct or indirect ownership held in the other depository institution or depository institution holding company if such ownership represents 10 percent or more of any class of shares. (Information that has been collected or updated within the past 12 months may be submitted, unless the applicant has reason to believe that such information is incorrect; and**
  - e. For any new (to applicant) principal shareholders, directors, or senior executive officer, provide an IBFR including completion of all required financial information.**

The Proposed Transaction will not result in changes to the compositions of the boards of directors, or to the list of officers, of TDB, TDGUS, TDBUSH, or TDBNA, except that Mr. D. Bryan Jordan, FHN's President and Chief Executive Officer, is expected to join the boards of directors of each of TDGUS, TDBUSH and TDBNA as a director and chair following the Parent Merger. Mr. Jordan will also join TDB as Vice Chair and as a member of TDB's senior executive team. Mr. Jordan is well known to the Federal Reserve, having been President and Chief Executive Officer and a director of FHN and First Horizon Bank since 2008, as well as Chairman of the board of FHN and First Horizon Bank from 2012 to the closing of FHN's merger with IBERIABANK Corporation, upon which Mr. Jordan ceased to be Chairman of the board of FHN but continued to be President and Chief Executive Officer. In addition, Mr. Jordan serves on the Federal Reserve Board's Federal Advisory Council and previously served on the board of directors of the Federal Reserve Bank of St. Louis. Accordingly, the Applicant respectfully requests a waiver from the request to submit an IBFR for Mr. Jordan.

None of the existing or proposed principals of TDGUS, TDBUSH or TDBNA is also a principal of any other depository institution or depository institution holding company.

For additional information regarding TD's current directors and management, please see Confidential Exhibit 7.

- 13. If the consolidated assets of the resulting organization are less than the asset threshold of the Board's Small Bank Holding Company Policy Statement for each principal of the applicant who either would retain personal indebtedness or act as guarantor for any debt that was incurred in the acquisition of shares of the applicant or the Bank/Bank Holding Company, provide the following:**

- a. **Name of borrower and title, position, or other designation that makes the borrower a principal of the applicant;**
- b. **Amount of personal indebtedness to be retained;**
- c. **A description of the terms of the borrowing, the name and location of the lender, and a copy of any related loan agreement or loan commitment letter from the lender;**
- d. **Statement of net worth as of a date within three months of the applicant's final filing of the application. The statement of net worth should be in sufficient detail to indicate each principal group of assets and liabilities of the reporting principal, and the basis for the valuation of assets (provide supporting documentation, as appropriate). In addition to debts and liabilities, the reporting principal should state on a separate schedule, any endorsed, guaranteed, or otherwise indirect or contingent liability for the obligation of others; and**
- e. **Statement of most current year's income. In addition to indicating each principal source of annual income, the reporting principal should list annual fixed obligations arising from amortization and other debt servicing. (If the most current year's statement is not representative of the future, the reporting principal should submit a pro forma income statement and discuss the significant changes and the basis for those changes.)**

Not applicable.

**14. Describe any litigation or investigation by local, state, or federal authorities involving the applicant or any of its subsidiaries or the target or any of its subsidiaries that is currently pending or was resolved within the last two years.**

On August 20, 2020, TDBNA entered into a Consent Order (the "Consent Order") with the CFPB with respect to certain of TDBNA's enrollment practices for its optional overdraft product called Debit Card Advance and certain of its reporting practices in relation to specialty consumer reporting agencies. The Consent Order resolves the CFPB's investigation into TDBNA. TDBNA did not admit to any wrongdoing and disagrees with the CFPB's conclusions but has cooperated fully and agreed to engage in certain remedial activities to resolve the matter. For a list of other litigation or investigations by governmental authorities involving the Applicant or its subsidiaries, please refer to Confidential Exhibit 12.

The Applicant and its subsidiaries are subject to various litigation and regulatory matters that arise in the ordinary course of its business. Civil claims that are material to The Toronto-Dominion Bank on a consolidated basis are described in the TD Bank Group Reports; Report to Shareholders.<sup>60</sup> The material disclosed claims from the fourth quarter of 2021 that involve the Applicant include the TD Ameritrade Stockholder Litigation. The

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<sup>60</sup> For a copy of The Toronto-Dominion Bank's most recent annual Report to Shareholders and accompanying disclosure of litigation matters, please refer to pages 206 to 208 of the following: <https://www.td.com/document/PDF/ar2021/ar2021-Complete-Report.pdf>

Applicant is also involved in civil litigation matters in the ordinary course of business that are not considered material to its business.

FHN and its subsidiaries are similarly subject to various pending and threatened legal actions that arise in the normal course of business. For information regarding certain other litigation or investigations by governmental authorities involving FHN or its subsidiaries, please refer to Confidential Exhibit 13.

Both the Applicant and FHN note that it can be years before litigation and regulatory matters are resolved, particularly where matters are in early stages, where there may be significant factual or legal issues to be resolved, or where there may be uncertainty as to the outcome of pending motions, appeals or proceedings. In addition, the Applicant and FHN note that each is subject to legal restrictions on its ability to disclose confidential supervisory information, confidential investigative information, and other confidential information that is considered the property of regulatory agencies. The Applicant and FHN respectfully request that Board staff seek information directly from the other applicable regulatory agencies regarding any governmental inquiries as to which the Applicant and FHN may not be legally permitted to share information in this Application.

### III. COMPETITION

**15. Discuss the effects of the proposed transaction on competition considering the structural criteria specified in the Board’s Rules Regarding Delegation of Authority (section 265.11c(11)(v)). The applicant may be required to provide additional information if Federal Reserve staff determines that the proposal exceeds existing competitive guidelines. Also, if divestiture of all or any portion of any bank or nonbanking company constitutes part of this proposal, discuss in detail the specifics and timing of such divestiture.**

For the response to this Item, please refer to Part IV.A. of the Preliminary Statement (Competition) and the exhibits referenced therein. The Applicant does not currently expect the Proposed Transaction to involve divestiture of all or any portion of any bank or nonbanking company.

**16. If the proposal involves the acquisition of nonbank operations under sections 4(c)(8) and 4(j) of the Bank Holding Company Act, a Form FR Y-4 should be submitted in connection with FR Y-3 filing. At a minimum, the information related to the nonbank operations should include the following:**

- a. A description of the proposed activity(ies);
- b. The name and location of Applicant’s and Bank’s direct or indirect subsidiaries that engage in the proposed activity(ies);
- c. Identification of the geographic and product markets in which competition would be affected by the proposal;

- d. **A description of the effect of the proposal on competition in the relevant markets; and**
- e. **A list of major competitors in each affected market.**

**In addition, Applicant should identify any other nonbank operations to be acquired, with brief descriptions of the activities provided. A list of major competitors in each affected market.**

Not applicable.

**17. In an application in which any principal of the applicant or the Bank/Bank Holding Company is also a principal of any other insured depository institution or depository institution holding company, give the name and location of each office of such other institution that is located within the relevant banking market of the Bank/Bank Holding Company, and give the approximate road miles by the most accessible and traveled route between those offices and each of the offices of Bank/Bank Holding Company.**

None of the principals of TDGUS, TDBUSH, TDBNA, FHN or First Horizon Bank are principals of any other depository institution or depository institution holding company that is not affiliated with the Applicant or FHN.

#### **IV. CONVENIENCE AND NEEDS**

**18. Describe how the proposal would assist in meeting the convenience and needs of the community(ies) to be served, including but not limited to the following:**

- a. **Summarize efforts undertaken or contemplated by the applicant to ascertain and address the needs of the community(ies) to be served, including community outreach activities, as a result of the proposal.**
- b. **For the combining institutions, list any significant anticipated changes in services or products offered by the depository subsidiary (ies) of the applicant or target that would result from the consummation of the transaction.**
- c. **To the extent that any products or services of the depository subsidiary (ies) of the applicant or target would be offered in replacement of any products or services to be discontinued, indicate what these are and how they would assist in meeting the convenience and needs of the communities affected by the transaction.**
- d. **Discuss any enhancements in products or services expected to result from the transaction.**

For the response to this Item, please refer to Part IV.C. of the Preliminary Statement (Convenience and Needs of the Community).

**19. Describe how the applicant and resultant institution, including its depository subsidiary (ies) would assist in meeting the existing and anticipated needs of its community(ies) under the applicable criteria of the Community Reinvestment Act (CRA) and its implementing regulations, including the needs of low- and moderate income geographies and individuals. This discussion should include, but not necessarily be limited to, a description of the following:**

- a. The significant current and anticipated programs, products, and activities, including lending, investments, and services, as appropriate, of the depository subsidiary (ies) of the applicant and the resultant institution.**
- b. The anticipated CRA assessment areas of the depository subsidiary(ies) of the combined institution. If assessment areas of the depository subsidiary(ies) of the resultant institution would not include any portion of the current assessment area of that subsidiary, describe the excluded areas.**
- c. The plans for administering the CRA program for the depository subsidiary (ies) of the resultant institution following the transaction.**
- d. The plans for administering the CRA program for the depository subsidiary (ies) of the resultant institution following the transaction. For a subsidiary of the applicant or target that has received a CRA composite rating of “needs to improve” or “substantial noncompliance” institution-wide or, where applicable, in a state or multi-state Metropolitan Statistical Area (MSA), or has received an evaluation of less than satisfactory performance in an MSA or in the nonMSA portion of a state in which the applicant is expanding as a result of the transaction, describe the specific actions, if any, that have been taken to address the deficiencies in the institution’s CRA performance record since the rating.**

For the response to this Item, please refer to Part IV.D. of the Preliminary Statement (Community Reinvestment Act Performance) and the exhibits referenced therein.

**20. List all offices of the depository subsidiary (ies) of the applicant or target that (a) will be established or retained as branches, including the main office, of the target’s depository subsidiary (ies), (b) are approved but unopened branch(es) of the target’s depository subsidiary (ies), including the date the current federal and state agencies granted approval(s), and (c) are existing branches that will be closed or consolidated as a result of the proposal (to the extent the information is available) and indicate the effect on the branch customers served. For each branch, list the popular name, street address, city, county, state, and zip code specifying any that are in low- and moderate-income geographies.**

(a) For a list of TDBNA’s main office and branches, please see Public Exhibit 3. For a list of First Horizon Bank’s main office and branches, please see Public Exhibit 4.

(b) First Horizon Bank does not currently have any approved but unopened branches (other than a contemplated branch relocation).

Set forth below are the locations of TDBNA's approved but unopened branches:

| POP. NAME                        | ADDRESS                          | CITY             | COUNTY       | STATE | ZIP   | INCOME DES. |
|----------------------------------|----------------------------------|------------------|--------------|-------|-------|-------------|
| Navy Yard                        | 1299 First Street SE             | Washington       | --           | DC    | 20003 | Middle      |
| Lely                             | 6917 Collier Blvd.,<br>Suite 702 | Naples           | Collier      | FL    | 34114 | Moderate    |
| Southbank                        | 1326 Prudential Dr.              | Jacksonville     | Duval        | FL    | 32207 | Middle      |
| Normandy Blvd                    | 5665 Normandy Blvd.              | Jacksonville     | Duval        | FL    | 32205 | Moderate    |
| Bloomingtondale /<br>Fish Hawk   | 2170 Bloomingtondale<br>Ave.     | Valrico          | Hillsborough | FL    | 33596 | Upper       |
| Land O'Lakes                     | 22711 State Road 54              | Land O' Lakes    | Pasco        | FL    | 34369 | Upper       |
| Durbin Park                      | 215 Harper Lane                  | Saint Johns      | Saint Johns  | FL    | 32259 | Upper       |
| Sarasota -<br>Lakewood<br>Ranch  | 6588 University<br>Parkway       | Sarasota         | Sarasota     | FL    | 34202 | Upper       |
| Mitchell<br>Hammock              | Mitchell Hammock<br>Road         | Oviedo           | Seminole     | FL    | 32765 | Upper       |
| Villages East -<br>Lady Lakes    | 574 U.S. 27, Suite 623           | Lady Lakes       | Sumter       | FL    | 32159 | Middle      |
| East Boston                      | 36 Maverick Square               | East Boston      | Suffolk      | MA    | 02128 | Moderate    |
| Canal &<br>Lafayette (Relo.)     | 250 Canal Street                 | New York         | New York     | NY    | 10013 | Upper       |
| City Hall (Relo.)                | 287 Broadway                     | New York         | New York     | NY    | 10007 | Upper       |
| North Charleston<br>- Rivers Ave | 7250 Rivers Ave.                 | North Charleston | Charleston   | SC    | 29406 | Low         |
| Arlington                        | 3028 Wilson Blvd.                | Arlington        | Arlington    | VA    | 22201 | Upper       |

(c) The Applicant does not expect the Proposed Transaction to result in any transaction-related branch closures. Prior to the Proposed Transaction, First Horizon Bank and TDBNA expect to continue to engage in ordinary course branch management, with such ordinary course branch management conducted in accordance with federal law, applicable regulatory guidance, and the parties' respective branch closing policies.

## V. INTERSTATE BANKING

**21. If the transaction involves the acquisition of a bank located in a State other than the home State of the applicant, please provide the following information, as applicable:**

- a. **Identify any host state(s) involved with this transaction that require the target to be in operation for a minimum number of years and discuss compliance with this age requirement.**
- b. **Discuss compliance with nationwide and statewide deposit concentration limits to the transaction.**
- c. **Discuss compliance with state-imposed deposit caps.**
- d. **Discuss compliance with community reinvestment laws.**
- e. **Discuss any other restrictions that the host state(s) seek to apply (including state antitrust restrictions).**

For the response to this Item, please refer to Part IV.F. of the Preliminary Statement (Interstate Banking and Deposit Cap Analysis).

## **VI. FINANCIAL STABILITY**

**If either the acquirer or the target's total assets exceeds \$10 billion as of the most recent quarter for which data is available, address the following questions:**

- 22. If either the acquirer or the target conducts any cross-border activities, please describe the nature of these activities and the amounts of cross-border assets and liabilities as of the most recent quarter for which data is available.**

For the response to this Item, please refer to Part IV.G. of the Preliminary Statement (Financial Stability Considerations) and the exhibits referenced therein.

- 23. For each financial service below, if the dollar volume related to the service provided either by the acquirer or the target exceeds \$1 billion, please report the annual volume over the past 12 months (otherwise, do not report).**

For the response to this Item, please refer to Confidential Exhibit 14.



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**PUBLIC EXHIBITS**

to the

**APPLICATION**

to the

**BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM**

by

**THE TORONTO-DOMINION BANK**

and its subsidiary bank holding companies

for prior approval to acquire

**FIRST HORIZON CORPORATION**

Pursuant to Sections 3(a)(2), 3(a)(3) and 3(a)(5)  
of the Bank Holding Company Act of 1956, as amended,  
and Regulation Y promulgated thereunder

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**March 21, 2022**

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## Public Exhibit Index

| <b>Title</b>  | <b>Exhibit</b> |
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# **PUBLIC EXHIBIT 1**

**MERGER AGREEMENT**

**AGREEMENT AND PLAN OF MERGER**

by and among

**FIRST HORIZON CORPORATION,**

**THE TORONTO-DOMINION BANK,**

**TD BANK US HOLDING COMPANY**

and

**FALCON HOLDINGS ACQUISITION CO.**

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Dated as of February 27, 2022

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## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of February 27, 2022 (this “Agreement”), by and among The Toronto-Dominion Bank, a Canadian chartered bank (“Parent”), First Horizon Corporation, a Tennessee corporation (“Company”), and TD Bank US Holding Company, a Delaware corporation and an indirect, wholly owned subsidiary of Parent (“Holdco”) and Falcon Holdings Acquisition Co., a Delaware corporation and a direct subsidiary of Holdco (“Merger Sub” and together with Parent and Holdco, “Parent Parties”).

### RECITALS

A. The Boards of Directors of each of Parent, Holdco, Merger Sub and Company have determined that it is in the best interests of their respective companies and, in the case of Holdco, Merger Sub and Company, their shareholders, to consummate the strategic business combination transaction provided for in this Agreement, pursuant to which Merger Sub will, subject to the terms and conditions set forth herein, merge with and into Company (the “Merger”), so that Company is the surviving corporation in the Merger (hereinafter sometimes referred to in such capacity as the “Surviving Corporation”), and, following the Merger as set forth herein, the Surviving Corporation may, at Parent’s election and subject to the terms and conditions set forth herein, merge with and into Holdco (the “Second Step Merger”), so that Holdco is the surviving corporation in the Second Step Merger;

B. In furtherance thereof, the respective Boards of Directors of Parent, Holdco, Merger Sub and Company have approved the Merger and adopted this Agreement and Company has resolved to submit this Agreement to its shareholders for approval and to recommend that its shareholders approve this Agreement;

C. At a date and time following the Closing as determined by Parent, First Horizon Bank, a Tennessee state-chartered bank and wholly owned subsidiary of Company (“Company Bank”) will, subject to the terms and conditions set forth herein and in the Bank Merger Agreement, merge with and into TD Bank, National Association, a national banking association and wholly owned subsidiary of Holdco (“Parent Bank” and such merger, the “Bank Merger” and together with the Merger and the Second Step Merger, the “Mergers”), so that Parent Bank is the surviving bank in the Bank Merger (hereinafter sometimes referred to in such capacity as the “Surviving Bank”);

D. As an inducement to and condition of Company’s willingness to enter into this agreement, concurrently with the entry of the parties into this Agreement, Parent and Company have entered into a Securities Purchase Agreement (the “Series G Convertible Preferred Stock Purchase Agreement”), pursuant to which Parent is acquiring \$493,569,450 aggregate liquidation preference (such payment, the “Series G Convertible Preferred Stock Payment”) of Company’s Perpetual Convertible Preferred Stock, Series G (the “Series G Convertible Preferred Stock”); and

E. In this Agreement, the parties desire to make certain representations, warranties and agreements in connection with the Merger and also to prescribe certain conditions to the Merger.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained in this Agreement, and intending to be legally bound hereby, the parties agree as follows:

## **ARTICLE I**

### **THE MERGER**

Section 1.1 The Merger. Subject to the terms and conditions of this Agreement, in accordance with the Delaware General Corporation Law (the “DGCL”) and the Tennessee Business Corporation Act (the “TBCA”), at the Effective Time, Merger Sub shall merge with and into Company. Company shall be the Surviving Corporation in the Merger, and shall continue its corporate existence under the laws of the State of Tennessee. Upon consummation of the Merger, the separate corporate existence of Merger Sub shall terminate.

Section 1.2 Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger (the “Closing”) will take place by electronic exchange of documents at 10:00 a.m., New York City time, on the third (3<sup>rd</sup>) business day following the date on which all of the conditions set forth in Article VII hereof have been satisfied or waived (other than those conditions that by their nature can only be satisfied at the Closing, but subject to the satisfaction or waiver thereof) unless another date, time or place is agreed to in writing by Parent and Company; provided that if the foregoing would otherwise require the Closing to occur five (5) business days or less from the end of a month, then the Closing shall instead occur on the first (1<sup>st</sup>) business day of the immediately following month. The date on which the Closing occurs is referred to in this Agreement as the “Closing Date”.

Section 1.3 Effective Time. On or (if agreed by Company and Parent) prior to the Closing Date, Parent and Company, respectively, shall cause to be filed a certificate of merger with the Secretary of State of the State of Delaware (the “Delaware Secretary”) and articles of merger with the Secretary of State of the State of Tennessee (the “Tennessee Secretary”) with respect to the Merger (collectively, the “Certificates of Merger”). The Merger shall become effective at such time specified in the Certificates of Merger in accordance with the relevant provisions of the DGCL and TBCA, or at such other time as shall be provided by applicable law (such time, the “Effective Time”).

Section 1.4 Effects of the Merger. At and after the Effective Time, the Merger shall have the effects set forth in the applicable provisions of the DGCL, the TBCA and this Agreement.

Section 1.5 Conversion of Company Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Holdco, Company or the holder of any securities of Parent, Holdco or Company:

(a) Each share of the common stock, par value \$0.625 per share, of Company issued and outstanding immediately prior to the Effective Time (the “Company Common Stock”) (except for shares of Company Common Stock owned by Company, Parent, TD Group Holdings US LLC (“TDGUS”) or Holdco (in each case other than shares of Company Common Stock (i) held in trust accounts, managed accounts, mutual funds and the like, or otherwise held in a

fiduciary or agency capacity or (ii) held, directly or indirectly, in respect of a debt previously contracted (collectively, the “Exception Shares”)) shall be converted into the right to receive from Holdco (or, at the election of Parent, Merger Sub) an amount in cash equal to the sum of \$25.00, without interest (the “Base Per Share Merger Consideration”), and the Additional Per Share Consideration, if any (together, the “Merger Consideration”). For purposes of this Agreement, “Additional Per Share Consideration” shall be payable if (and only if) the Effective Time occurs after the date that is nine (9) months after the date hereof and shall be an amount in cash equal to \$0.0017808 per share of Company Common Stock (other than the Exception Shares) for each day during the period commencing on, and including, the date that is nine (9) months after the date hereof, and ending on, and including, the day immediately prior to the Closing Date.

(b) All of the shares of Company Common Stock converted into the right to receive the Merger Consideration pursuant to this Article I shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time, and each certificate (each, an “Old Certificate”, it being understood that any reference herein to “Old Certificate” shall be deemed to include reference to book-entry account statements relating to the ownership of shares of Company Common Stock) previously representing any such shares of Company Common Stock shall thereafter represent only the right to receive the Merger Consideration which the shares of Company Common Stock represented by such Old Certificate have been converted into the right to receive pursuant to this Section 1.5 and Section 2.2, without any interest thereon.

(c) Notwithstanding anything in this Agreement to the contrary, at the Effective Time, all shares of Company Common Stock that are owned by (i) Company (in each case other than the Exception Shares) shall be cancelled and shall cease to exist and neither the Merger Consideration nor any other consideration shall be delivered in exchange therefor and (ii) Parent, TDGUS or Holdco (in each case other than the Exception Shares) shall be converted into such number and type of shares of the Surviving Corporation as is agreed by Parent, TDGUS or Holdco, as applicable, and the Surviving Corporation, and, upon such conversion, each such share of Company Common Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist.

Section 1.6 Surviving Corporation Common Stock. At the Effective Time, each share of the common stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become an issued and outstanding share of common stock of the Surviving Corporation.

Section 1.7 Company Preferred Stock.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Holdco, Merger Sub, Company or the holder of any securities of such companies:

(i) each share of Company’s 6.625% Fixed-to-Floating Non-Cumulative Perpetual Preferred Stock, Series B (the “Series B Preferred Stock”) shall remain issued and outstanding;

(ii) each share of Company's 6.60% Fixed-to-Floating Non-Cumulative Perpetual Preferred Stock, Series C (the "Series C Preferred Stock") shall remain issued and outstanding;

(iii) each share of Company's 6.100% Fixed-to-Floating Non-Cumulative Perpetual Preferred Stock, Series D (the "Series D Preferred Stock") shall remain issued and outstanding immediately;

(iv) each share of Company's Non-Cumulative Perpetual Preferred Stock, Series E (the "Series E Preferred Stock") shall remain issued and outstanding; and

(v) each share of Company's Non-Cumulative Perpetual Preferred Stock, Series F (the "Series F Preferred Stock") and together with the Series B Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock, the Series E Preferred Stock and the Series G Convertible Preferred Stock, the "Company Preferred Stock") shall remain issued and outstanding.

(b) At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any of the following securities, each share of Series G Convertible Preferred Stock issued and outstanding immediately prior to the Effective Time shall automatically be converted into such number of common shares of the Surviving Corporation as have a value at the Effective Time equal to \$100,000 and, upon such conversion, the Series G Convertible Preferred Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time.

#### Section 1.8 Treatment of Company Equity Awards.

(a) Company Options. At the Effective Time, each outstanding option to purchase shares of Company Common Stock (a "Company Option") under the Stock Plans, whether vested or unvested, shall, automatically and without any required action on the part of the holder thereof, be cancelled and shall only entitle the holder of such Company Option to receive (without interest), as soon as reasonably practicable after the Effective Time (but in any event no later than three (3) Business Days after the Effective Time), an amount in cash equal to (i) the number of shares of Company Common Stock subject to such Company Option immediately prior to the Effective Time multiplied by (ii) the excess, if any, of (A) the Merger Consideration over (B) the exercise price per share of Company Common Stock of such Company Option, less applicable Taxes required to be withheld with respect to such payment. For the avoidance of doubt, any Company Option which has an exercise price per share of Company Common Stock that is greater than or equal to the Merger Consideration shall be cancelled at the Effective Time for no consideration or payment.

#### (b) Company Restricted Shares.

(i) At the Effective Time, each outstanding restricted stock award (a "Company Restricted Share") under the Stock Plans that will become vested at the Effective Time in accordance with its terms shall, automatically and without any required action on the part of the holder thereof, be cancelled and shall only entitle the holder of such Company Restricted Share to receive (without interest), as soon as practicable after

the Effective Time (but in any event no later than three (3) Business Days after the Effective Time), an amount in cash equal to (x) the number of shares of Company Common Stock subject to such Company Restricted Share immediately prior to the Effective Time multiplied by (y) the Merger Consideration, less applicable Taxes required to be withheld with respect to such payment.

(ii) At the Effective Time, each outstanding Company Restricted Share under the Stock Plans that will not become vested at the Effective Time in accordance with its terms shall be assumed by Parent and will be subject to the same terms and conditions applicable to such Company Restricted Share immediately prior to the Effective Time (including any accelerated vesting upon a qualifying termination of employment as set forth in the applicable Stock Plan or applicable award agreement), except that such Company Restricted Share shall be in respect of a number of Parent Common Shares that is equal to (x) number of shares of Company Common Stock subject to such Company Restricted Share immediately prior to the Effective Time multiplied by (y) the Exchange Ratio.

(c) Company RSUs.

(i) At the Effective Time, each outstanding restricted stock unit (a "Company RSU") under the Stock Plans that will become vested at the Effective Time in accordance with its terms shall, automatically and without any required action on the part of the holder thereof, be cancelled and shall only entitle the holder of such Company RSU to receive (without interest), as soon as practicable after the Effective Time (but in any event no later than three (3) Business Days after the Effective Time), an amount in cash equal to (x) the number of shares of Company Common Stock subject to such Company RSU immediately prior to the Effective Time multiplied by (y) the Merger Consideration, less applicable Taxes required to be withheld with respect to such payment; provided, that, with respect to any Company RSU that constitutes nonqualified deferred compensation subject to Section 409A of the Code and that is not permitted to be paid at the Effective Time without triggering a Tax or penalty under Section 409A of the Code, such payment shall be made at the earliest time permitted under the applicable Stock Plan and award agreement that will not trigger a Tax or penalty under Section 409A of the Code.

(ii) At the Effective Time, each outstanding Company RSU under the Stock Plans that will not become vested at the Effective Time in accordance with its terms shall be assumed by Parent and will be subject to the same terms and conditions applicable to such Company RSU immediately prior to the Effective Time (including any accelerated vesting upon qualifying terminations of employment as set forth in the applicable Stock Plan or applicable award agreement) except that such Company RSU shall be in respect of a number of Parent Common Shares that is equal to (x) the number of shares of Company Common Stock underlying such Company RSU immediately prior to the Effective Time, multiplied by (y) the Exchange Ratio.

(d) Company DCUs. At the Effective Time, each outstanding deferred cash unit (a "Company DCU") under the Company Benefit Plans shall be assumed by Parent and will be subject to the same terms and conditions applicable to such Company DCU immediately prior

to the Effective Time (including any accelerated vesting upon qualifying terminations of employment as set forth in the applicable Company Benefit Plan or applicable award agreement).

(e) Company PSUs.

(i) At the Effective Time, each outstanding performance-based stock unit (each, a "Company PSU") granted under the Stock Plans for which the applicable performance period is not complete (each, an "Open Performance Company PSU") shall, automatically and without any required action on the part of the holder thereof, be assumed by Parent and will be subject to the same terms and conditions applicable to such Open Performance Company PSU immediately prior to the Effective Time (including any accelerated vesting upon qualifying terminations of employment as set forth in the applicable Stock Plan or applicable award agreement), except that such Open Performance Company PSU shall no longer be subject to performance-based vesting conditions, and such Open Performance Company PSU shall be in respect of a number of Parent Common Shares that is equal to (x) the number of shares of Company Common Stock underlying such Open Performance Company PSU immediately prior to the Effective Time, assuming achievement of applicable performance goals at target level, multiplied by (y) the Exchange Ratio.

(ii) At the Effective Time, each outstanding Company PSU granted under the Stock Plans for which the applicable performance period is complete but remains subject to service-based vesting conditions (each, a "Closed Performance Company PSU") shall, automatically and without any required action on the part of the holder thereof, be assumed by Parent and will be subject to the same terms and conditions applicable to such Closed Performance Company PSU immediately prior to the Effective Time (including any accelerated vesting upon qualifying terminations of employment as set forth in the applicable Stock Plan or applicable award agreement), except that such Closed Performance Company PSU shall be in respect of a number of Parent Common Shares that is equal to (x) the number of shares of Company Common Stock underlying such Closed Performance Company PSU immediately prior to the Effective Time, based on achievement of applicable performance goals at the higher of target performance and actual performance as reasonably determined by the compensation committee of the Company Board (the "Company Compensation Committee") in accordance with the terms of the applicable award agreement, multiplied by (y) the Exchange Ratio.

(iii) At the Effective Time, each outstanding Company PSU granted under the Stock Plans that is subject to a deferral arrangement (a "Deferred Company PSU") shall, automatically and without any required action on the part of the holder thereof, be assumed by Parent and will be subject to the same terms and conditions applicable to such Deferred Company PSU immediately prior to the Effective Time (including any accelerated vesting upon qualifying terminations of employment as set forth in the applicable Stock Plan or applicable award agreement), except that such Deferred Company PSU shall be in respect of a number of Parent Common Shares that is equal to (x) the number of shares of Company Common Stock underlying such Deferred Company PSU immediately prior to the Effective Time, assuming achievement of applicable performance goals at target level, multiplied by (y) the Exchange Ratio.

(f)Company LTI Units. At the Effective Time, each outstanding performance-based long term incentive unit (each, a “Company LTI Unit”) granted under the Stock Plans shall, automatically and without any required action on the part of the holder thereof, be assumed by Parent and will be subject to the same terms and conditions applicable to such Company LTI Unit immediately prior to the Effective Time (including any accelerated vesting upon qualifying terminations of employment as set forth in the applicable Stock Plan or applicable award agreement), except that such Company LTI Unit shall no longer be subject to performance-based vesting conditions and shall only entitle the holder of such Company LTI Unit to receive an amount in cash equal to (i) the number of Company LTI Units that would be earned based on target performance through the Effective Time multiplied by (ii) the designated per unit value of such award; provided, that any Company LTI Unit for which the applicable performance period is complete but remains subject to service-based vesting conditions shall instead convert based on achievement of applicable performance goals at the higher of target performance and actual performance as reasonably determined by the Company Compensation Committee in accordance with the terms of the applicable award agreement.

(g)Director RSUs. At the Effective Time, each Company RSU held by a current or former non-employee director of Company (a “Director RSU”), whether vested or unvested, shall, automatically and without any required action on the part of the holder thereof, be cancelled and shall only entitle the holder of such Director RSU to receive (without interest), as soon as reasonably practicable after the Effective Time (but in any event no later than three (3) Business Days after the Effective Time), an amount in cash equal to (i) the number of shares of Company Common Stock subject to such Director RSU immediately prior to the Effective Time multiplied by (ii) the Merger Consideration; provided, that, with respect to any Director RSUs that constitute nonqualified deferred compensation subject to Section 409A of the Code (the “Deferred Director RSUs”) and that are not permitted to be paid at the Effective Time without triggering a Tax or penalty under Section 409A of the Code, such payment shall be made at the earliest time permitted under the applicable Stock Plan and award agreement that will not trigger a Tax or penalty under Section 409A of the Code.

(h)Company Phantom Awards.

(i)At the Effective Time, each outstanding cash-based award measured by reference to a share of Company Common Stock (a “Company Phantom Award”) under the Stock Plans that will become vested at the Effective Time in accordance with its terms shall, automatically and without any required action on the part of the holder thereof, be cancelled and shall only entitle the holder of such Company Phantom Award to receive (without interest), as soon as practicable after the Effective Time (but in any event no later than three (3) Business Days after the Effective Time), an amount in cash equal to (x) the number of shares of Company Common Stock subject to such Company Phantom Award immediately prior to the Effective Time multiplied by (y) the Merger Consideration, less applicable Taxes required to be withheld with respect to such payment; provided, that, with respect to any Company Phantom Award that constitutes nonqualified deferred compensation subject to Section 409A of the Code and that is not permitted to be paid at the Effective Time without triggering a Tax or penalty under Section 409A of the Code, such payment shall be made at the earliest time permitted under the applicable Stock Plan and award agreement that will not trigger a Tax or penalty under Section 409A of the Code.



(ii) At the Effective Time, each outstanding Company Phantom Award under the Stock Plans that will not become vested at the Effective Time in accordance with its terms shall be assumed by Parent and will be subject to the same terms and conditions applicable to such Company Phantom Award immediately prior to the Effective Time (including any accelerated vesting upon qualifying terminations of employment as set forth in the applicable Stock Plan or applicable award agreement) except that such Company Phantom Award shall be in respect of a number of Parent Common Shares that is equal to (x) the number of shares of Company Common Stock underlying such Company Phantom Award immediately prior to the Effective Time, multiplied by (y) the Exchange Ratio.

(i) Any dividend equivalent rights associated with any Company Restricted Share, Company RSU, Company PSU, Director RSU or Company Phantom Award (collectively, the “Company Dividend Equivalents”) (i) credited in the form of additional Company Restricted Shares, Company RSUs, Company PSUs, Director RSUs or Company Phantom Awards, as applicable, shall be treated in the same manner as the award to which such dividend equivalent rights relate in accordance with this Section 1.8 and (ii) credited in the form of cash shall be paid at the same time or times the award to which such dividend equivalent rights relate is paid or settled in accordance with this Section 1.8, in each case, consistent with the terms of the applicable Stock Plan immediately prior to the Effective Time.

(j) At or prior to the Effective Time, the Company and the Company Board (and the Company Compensation Committee), as applicable, shall adopt any resolutions and take any actions that are necessary to effectuate the treatment of Company Options, Company Restricted Shares, Company RSUs, Company DCUs, Company PSUs, Company LTI Units, Director RSUs, Company Phantom Awards and Company Dividend Equivalents (collectively, the “Company Equity Awards”) pursuant to Section 1.8(a) through Section 1.8(i).

(k) Notwithstanding anything in Section 1.8(a) through Section 1.8(i) to the contrary, but subject to Section 7.1(a), to the extent the terms of any Company Equity Award (i) granted on or after the date of this Agreement and not in violation of this Agreement or (ii) mutually agreed by the Parties and a holder of any Company Equity Award expressly provide for treatment in connection with the occurrence of the Effective Time that is different from the treatment prescribed by this Section 1.8, then in each case of clause (i) and (ii), the terms of such Company Equity Award, as applicable or so agreed by the Parties and such holder, shall control (and the applicable provisions of this Section 1.8 shall not apply).

(l) At Parent’s election, the Surviving Corporation will enter into an agreement with Parent and/or one or more of Parent’s affiliates pursuant to which the Surviving Corporation will reimburse directly or indirectly Parent for expenses associated with the obligations assumed by Parent pursuant to Section 1.8.

Section 1.9 Certificate of Incorporation and Bylaws of the Surviving Corporation. The certificate of incorporation and bylaws of the Surviving Corporation shall by virtue of the Merger be amended to be identical to the certificate of incorporation and bylaws of Merger Sub as in effect immediately prior to the Effective Time (in each case except that the name of the Surviving Corporation shall be “First Horizon Corporation”), until duly amended in accordance with the respective terms thereof and applicable law.

Section 1.10 Second Step Merger.

(a) On a date following the Closing Date to be determined by Parent in its sole discretion, Holdco and the Surviving Corporation, respectively, may (if Parent so elects) cause to be filed a certificate of merger with the Delaware Secretary and articles of merger with the Tennessee Secretary with respect to the Second Step Merger (collectively, the “Second Step Certificates of Merger”). The Second Step Merger shall become effective at such time specified in the Second Step Certificates of Merger in accordance with the relevant provisions of the DGCL and TBCA, or at such other time as shall be provided by applicable law (such time, the “Second Step Effective Time”).

(b) Subject to the terms and conditions of this Agreement, in accordance with the DGCL and the TBCA, at the Second Step Effective Time, the Surviving Corporation shall merge with and into Holdco. Holdco shall be the surviving corporation in the Second Step Merger, and shall continue its corporate existence under the laws of the State of Delaware. Upon consummation of the Second Step Merger, the separate corporate existence of the Surviving Corporation shall terminate.

(c) At and after the Second Step Effective Time, the Second Step Merger shall have the effects set forth in the applicable provisions of the DGCL, the TBCA and this Agreement.

(d) At the Second Step Effective Time, by virtue of the Second Step Merger and without any action on the part of Parent, Holdco, Surviving Corporation or the holder of any securities of Parent, Holdco or Surviving Corporation, each share of common stock of the Surviving Corporation that is issued and outstanding immediately prior to the Second Step Effective Time, shall automatically be cancelled and retired for no consideration and shall cease to exist.

(e) The shares of Holdco stock issued and outstanding immediately prior to the Second Step Effective Time shall not be affected by the Second Step Merger, and, accordingly, each share of Holdco stock issued and outstanding immediately prior to the Second Step Effective Time shall, at and after the Second Step Effective Time, remain issued and outstanding.

(f) At the Second Step Effective Time, by virtue of the Second Step Merger and without any action on the part of Parent, Holdco, Merger Sub, Company or the holder of any securities of such companies:

(i) each share of Company’s Series B Preferred Stock issued and outstanding immediately prior to the Second Step Effective Time shall automatically be converted into a share of a newly created series of preferred shares of Holdco having powers, preferences and special rights that are not materially less favorable than the Series B Preferred Stock (all shares of each such newly created series, collectively, the “New Holdco Series B Preferred Shares”) and, upon such conversion, the Series B Preferred Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time;

(ii) each share of Company's Series C Preferred Stock issued and outstanding immediately prior to the Second Step Effective Time shall automatically be converted into a share of a newly created series of preferred shares of Holdco having powers, preferences and special rights that are not materially less favorable than the Series C Preferred Stock (all shares of each such newly created series, collectively, the "New Holdco Series C Preferred Shares") and, upon such conversion, the Series C Preferred Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time;

(iii) each share of Company's Series D Preferred Stock issued and outstanding prior to the Second Step Effective Time shall automatically be converted into a share of a newly created series of preferred shares of Holdco having powers, preferences and special rights that are identical to the powers, preferences and special rights of the Series D Preferred Stock (all shares of each such newly created series, collectively, the "New Holdco Series D Preferred Shares") and, upon such conversion, the Series D Preferred Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time;

(iv) each share of Company's Series E Preferred Stock issued and outstanding immediately prior to the Second Step Effective Time shall automatically be converted into a share of a newly created series of preferred shares of Holdco having terms that are not materially less favorable than those of the Series E Preferred Stock (all shares of each such newly created series, collectively, the "New Holdco Series E Preferred Shares") and, upon such conversion, the Series E Preferred Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time; and

(v) each share of Company's Series F Preferred Stock issued and outstanding immediately prior to the Second Step Effective Time shall automatically be converted into a share of a newly created series of preferred shares of Holdco having terms that are not materially less favorable than those of the Series F Preferred Stock (all shares of each such newly created series, collectively, the "New Holdco Series F Preferred Shares", and together with the New Holdco Series B Preferred Shares, the New Holdco Series C Preferred Shares, the New Holdco Series D Preferred Shares and the New Holdco Series E Preferred Shares, the "New Holdco Preferred Shares") and, upon such conversion, the Series F Preferred Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time.

(g) The certificate of incorporation and bylaws of the Surviving Corporation shall be the certificate of incorporation and bylaws of Holdco as in effect immediately prior to the Second Step Effective Time, until duly amended in accordance with the respective terms thereof and applicable law.

Section 1.11 Bank Merger. At such time as Parent determines after the Effective Time, Company Bank shall merge with and into Parent Bank. Parent Bank shall be the Surviving Bank in the Bank Merger and, following the Bank Merger, the separate corporate existence of Company Bank shall terminate. The parties to this Agreement agree that the Bank Merger shall become effective at such date and time following the Effective Time as Parent shall specify as provided for in the Bank Merger Agreement in accordance with applicable law. The

Bank Merger shall be implemented pursuant to an agreement and plan of merger (the “Bank Merger Agreement”) entered into by Parent Bank and Company Bank on the date of this Agreement. Company, as the sole voting shareholder of Company Bank, and Holdco, as sole shareholder of Parent Bank, shall each approve the Bank Merger Agreement. Company shall cause Company Bank, and Holdco shall cause Parent Bank, to execute such certificates or articles of merger and such other documents and certificates as are necessary to effectuate the Bank Merger. Notwithstanding anything to the contrary contained herein, no covenant or other provision hereof shall be construed as enabling Parent to exercise control over Company or any of its affiliates prior to the Effective Time.

## ARTICLE II

### DELIVERY OF MERGER CONSIDERATION

Section 2.1 Exchange Agent. At or prior to the Effective Time, Parent shall deposit, or shall cause to be deposited by Holdco or Merger Sub, with a bank or trust company designated by Parent and reasonably acceptable to Company (the “Exchange Agent”), for the benefit of the holders of Old Certificates, for exchange in accordance with this Article II, cash in an amount sufficient to allow the Exchange Agent to make all payments required pursuant to this Article II (the “Exchange Fund”). The Exchange Agent shall invest any cash included in the Exchange Fund as directed by Parent, provided that no such investment or losses thereon shall affect the amount of Merger Consideration payable to the holders of Old Certificates. Any interest and other income resulting from such investments shall be paid to Parent or Holdco, or as otherwise directed by Parent.

Section 2.2 Exchange Procedures.

(a) As promptly as practicable after the Effective Time, but in no event later than five (5) business days thereafter, Parent shall cause the Exchange Agent to mail to each person who was, immediately prior to the Effective Time, a holder of record of one or more Old Certificates representing shares of Company Common Stock, a form of letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Old Certificates shall pass, only upon proper delivery of the Old Certificates to the Exchange Agent) and instructions for use in effecting the surrender of the Old Certificates in exchange for the consideration for which such person may be entitled pursuant to Section 1.5 and this Article II. Upon proper surrender of an Old Certificate or Old Certificates for exchange and cancellation to the Exchange Agent, together with such properly completed letter of transmittal, duly executed, the holder of such Old Certificate or Old Certificates shall be entitled to receive in exchange therefor, a check representing the amount of cash to which such holder is entitled pursuant to Section 1.5 and this Article II, and the Old Certificate or Old Certificates so surrendered shall forthwith be cancelled. No interest will be paid or accrued with respect to any Merger Consideration to be delivered upon surrender of Old Certificates. Until surrendered as contemplated by this Section 2.2, each Old Certificate shall be deemed at any time after the Effective Time to represent only the right to receive, upon surrender, the Merger Consideration.

(b) After the Effective Time, there shall be no transfers on the stock transfer books of Company of the shares of Company Common Stock that were issued and outstanding immediately prior to the Effective Time.

(c) Any portion of the Exchange Fund that remains unclaimed by the holders of Company Common Stock for one (1) year after the Effective Time shall be paid to the Surviving Corporation. Any former holders of Company Common Stock who have not theretofore exchanged their Old Certificates pursuant to this Article II shall thereafter look only to the Surviving Corporation for payment of the Merger Consideration, without any interest thereon. Notwithstanding the foregoing, none of Parent, Company, the Surviving Corporation, the Exchange Agent or any other person shall be liable to any former holder of shares of Company Common Stock for any amount delivered in good faith to a public official pursuant to applicable abandoned property, escheat or similar laws.

(d) Parent shall be entitled to deduct and withhold, or cause its Subsidiaries, including Holdco or Merger Sub, or the Exchange Agent to deduct and withhold, from the Merger Consideration or any other amounts otherwise payable pursuant to this Agreement to any holder of Company Common Stock or Company Equity Awards (or any amounts payable pursuant to Section 8.2) such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign Tax law. If Parent determines that it or any of its Subsidiaries is required to deduct or withhold any amount from any payment to be made pursuant to this Agreement (in each case other than in respect of deductions or withholding arising in connection with payments treated as compensation for applicable tax purposes), Parent shall provide notice to Company of Parent's intent to deduct or withhold such amount and the basis for such deduction or withholding at least fifteen (15) days before any such deduction or withholding is made to the extent reasonably practicable, or shall otherwise provide such notice as promptly as reasonably practicable, and Parent shall reasonably cooperate with Company in order to eliminate or to reduce any such deduction or withholding, including providing a reasonable opportunity for Company to provide forms or other evidence that would mitigate, reduce or eliminate such deduction or withholding. To the extent that amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

(e) In the event any Old Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Old Certificate to be lost, stolen or destroyed and, if required by Parent, the posting by such person of a bond in such amount as Parent may determine is reasonably necessary as indemnity against any claim that may be made against it with respect to such Old Certificate, the Exchange Agent will issue in exchange for such lost, stolen or destroyed Old Certificate the Merger Consideration.

### **ARTICLE III**

#### **REPRESENTATIONS AND WARRANTIES OF COMPANY**

Except (i) as disclosed in the disclosure schedule delivered by Company to Parent concurrently herewith (the "Company Disclosure Schedule") (it being understood that (a) no item is required to be set forth as an exception to a representation or warranty if its absence would not result in the related representation or warranty being deemed materially untrue or incorrect, (b) the mere inclusion of an item in the Company Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission by Company that such item represents a material exception or fact, event or circumstance or that such item would have a

Material Adverse Effect and (c) any disclosures made with respect to a section of this Article III shall be deemed to qualify (1) any other section of this Article III specifically referenced or cross-referenced and (2) other sections of this Article III to the extent it is reasonably apparent on its face (notwithstanding the absence of a specific cross reference) from a reading of the disclosure that such disclosure applies to such other sections) or (ii) as disclosed in any Company Reports filed with or furnished to the SEC by Company since January 1, 2020 and prior to the date hereof (but disregarding risk factor disclosures contained under the heading “Risk Factors,” or disclosures of risks set forth in any “forward-looking statements” disclaimer or any other statements that are similarly non-specific or cautionary, predictive or forward-looking in nature), Company hereby represents and warrants to Parent as follows:

### Section 3.1 Corporate Organization.

(a) Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee, is a bank holding company duly registered under the Bank Holding Company Act of 1956, as amended (the “BHC Act”) and has elected to be treated as a financial holding company under the BHC Act. Company has the corporate power and authority to own, lease or operate all of its properties and assets and to carry on its business as it is now being conducted in all material respects. Company is duly licensed or qualified to do business and in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned, leased or operated by it makes such licensing, qualification or standing necessary, except where the failure to be so licensed or qualified or to be in good standing would not, either individually or in the aggregate, have a Material Adverse Effect on Company. True and complete copies of the restated charter of Company (the “Company Charter”) and the amended and restated bylaws of Company (the “Company Bylaws”), in each case, as in effect as of the date of this Agreement, have previously been made available by Company to Parent.

(b) Except as would not, either individually or in the aggregate, have a Material Adverse Effect on Company, each Subsidiary of Company (a “Company Subsidiary”) (i) is duly organized and validly existing under the laws of its jurisdiction of organization, (ii) is duly licensed or qualified to do business and, where such concept is recognized under applicable law, in good standing in all jurisdictions (whether federal, state, local or foreign) where its ownership, leasing or operation of property or the conduct of its business requires it to be so licensed or qualified or in good standing and (iii) has all requisite corporate power and authority to own, lease or operate its properties and assets and to carry on its business as now conducted. There are no restrictions on the ability of Company or any Subsidiary of Company to pay dividends or distributions except, in the case of Company or a Subsidiary that is a regulated entity, for restrictions on dividends or distributions generally applicable to all similarly regulated entities. Company Bank is a state member bank duly organized, validly existing and chartered under the laws of the State of Tennessee, and is the only depository institution subsidiary (within the meaning of the BHC Act) of Company. The deposit accounts of Company Bank are insured by the FDIC through the Deposit Insurance Fund (as defined in Section 3(y) of the Federal Deposit Insurance Act of 1950) to the fullest extent permitted by law, all premiums and assessments required to be paid in connection therewith have been paid when due, and no proceedings for the termination of such insurance are pending or threatened. Section 3.1(b) of the Company Disclosure Schedule sets forth a true, correct and complete list of each Company Subsidiary and any other person in which Company or any Company Subsidiary beneficially

owns as principal one percent (1%) or more of such person's voting securities, in each case of the date hereof, including the jurisdiction of incorporation or organization of each Company Subsidiary. There is no person whose results of operations, cash flows, changes in shareholders' equity or financial position are consolidated in the financial statements of Company other than the Company Subsidiaries.

### Section 3.2 Capitalization.

(a) The authorized capital stock of Company consists of 700,000,000 shares of Company Common Stock and 5,000,000 shares of preferred stock, no par value. As of February 24, 2022, with the exception of exercise, vesting, settlement and forfeiture, in each case, since January 31, 2022, as to a de minimis number of shares of Company Common Stock underlying Company Equity Awards, there were (i) 533,961,891 shares of Company Common Stock issued and outstanding, including 986,656 Company Restricted Shares; (ii) 4,845,010 shares of Company Common Stock reserved for issuance upon the exercise of outstanding Company Options; (iii) 7,464,276 shares of Company Common Stock reserved for issuance upon the settlement of outstanding Company RSUs (inclusive of Director RSUs other than Deferred Director RSUs); (iv) 2,076,978 shares of Company Common Stock (assuming performance goals are satisfied at the target level) or 3,733,889 shares of Company Common Stock (assuming performance goals are satisfied at the maximum level) reserved for issuance upon the settlement of outstanding unvested Open Performance Company PSU Awards; (v) 549,519 shares of Company Common Stock reserved for issuance upon the settlement of vested Deferred Company PSUs for which applicable performance goals have been met and Deferred Director RSUs, in each case, following the lapse of an applicable holding period; (vi) 8,000 shares of Series B Preferred Stock; (vii) 5,750 shares of Series C Preferred Stock; (viii) 10,000 shares of Series D Preferred Stock; (ix) 1,500 shares of Series E Preferred Stock; and (x) 1,500 shares of Series F Preferred Stock. As of the execution and delivery of this Agreement, there are no shares of Series G Convertible Preferred Stock issued and outstanding. As of the date of this Agreement, except as set forth in the immediately preceding two sentences, for changes since February 24, 2022 resulting from the exercise, vesting or settlement of any Company Equity Awards described in the immediately preceding two sentences and shares of Company Common Stock reserved for issuance pursuant to future grants under the Stock Plans, there are no shares of capital stock or other voting securities or equity interests of Company issued, reserved for issuance or outstanding. As of February 24, 2022, 3,081,350 Company DCUs were outstanding, 467,698 Company Phantom Awards were outstanding and 3,095,039 Company LTI Units were outstanding (assuming performance goals are satisfied at the target level) or 4,642,559 Company LTI Units were outstanding (assuming performance goals are satisfied at the maximum level), in each case, with the exception of vesting, settlement and forfeiture, in each case, since January 31, 2022, as to a de minimis number of shares of Company Common Stock underlying such Company Equity Awards. All of the issued and outstanding shares of Company Common Stock and Company Preferred Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof. Company is current on all dividends payable on the outstanding shares of Company Preferred Stock, and has complied in all material respects with terms and conditions thereof. There are no bonds, debentures, notes or other indebtedness that have the right to vote on any matters on which shareholders of Company may vote. Other than Company Equity Awards and Company Preferred Stock, issued prior to the date of this Agreement as described in this Section 3.2(a), as of the date of this Agreement there are no outstanding subscriptions, options, warrants,

stock appreciation rights, phantom units, scrip, rights to subscribe to, preemptive rights, anti-dilutive rights, rights of first refusal or similar rights, puts, calls, commitments or agreements of any character relating to, or securities or rights convertible or exchangeable into or exercisable for, shares of capital stock or other voting or equity securities of or ownership interest in Company, or contracts, commitments, understandings or arrangements by which Company may become bound to issue additional shares of its capital stock or other equity or voting securities of or ownership interests in Company or that otherwise obligate Company to issue, transfer, sell, purchase, redeem or otherwise acquire, any of the foregoing (collectively, “Company Securities”). Other than the Company Equity Awards, no equity-based awards (including any cash awards where the amount of payment is determined in whole or in part based on the price of any capital stock of Company or any of its Subsidiaries) are outstanding. There are no voting trusts, shareholder agreements, proxies or other agreements in effect to which Company or any of its Subsidiaries is a party with respect to the voting or transfer of Company Common Stock, capital stock or other voting or equity securities or ownership interests of Company or granting any shareholder or other person any registration rights.

(b) Except as would not, either individually or in the aggregate, have a Material Adverse Effect on Company, Company owns, directly or indirectly, all of the issued and outstanding shares of capital stock or other equity ownership interests of each of the Company Subsidiaries, free and clear of any Liens, and all of such shares or equity ownership interests are duly authorized and validly issued and are fully paid, nonassessable (except, with respect to Subsidiaries that are depository institutions, as provided under any provision of applicable state law comparable to 12 U.S.C. § 55) and free of preemptive rights, with no personal liability attaching to the ownership thereof.

### Section 3.3 Authority; No Violation.

(a) Company has full corporate power and authority to execute and deliver this Agreement and, subject to the shareholder and other actions described below, to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the Merger have been duly and validly approved by the Board of Directors of Company. The Board of Directors of Company has determined that the Merger, on the terms and conditions set forth in this Agreement, is advisable and in the best interests of Company and its shareholders, has adopted and approved this Agreement and the transactions contemplated hereby (including the Merger), and has directed that this Agreement be submitted to Company’s shareholders, for approval at a meeting of such shareholders and has adopted a resolution to the foregoing effect. Except for the approval of this Agreement by the affirmative vote of a majority of all the votes entitled to be cast on such matter by the holders of Company Common Stock (the “Requisite Company Vote”), and subject to the adoption and approval of the Bank Merger Agreement by Company as Company Bank’s sole voting shareholder, no other corporate proceedings on the part of Company are necessary to approve this Agreement or to consummate the transactions contemplated hereby, including the Merger, the Second Step Merger and the Bank Merger, (other than the submission to the shareholders of Company of an advisory (non-binding) vote on the compensation that may be paid or become payable to Company’s named executive officers that is based on or otherwise related to the transactions contemplated by this Agreement). This Agreement has been duly and validly executed and delivered by Company and (assuming due authorization, execution and delivery by Parent) constitutes a valid and binding obligation of Company, enforceable against Company in accordance with its terms (except in all



cases as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or similar laws of general applicability affecting the rights of creditors generally and the availability of equitable remedies (the “Enforceability Exceptions”).

(b) Neither the execution and delivery of this Agreement by Company, nor the consummation by Company of the transactions contemplated hereby (including the Merger, the Second Step Merger and the Bank Merger), nor compliance by Company with any of the terms or provisions hereof, will (i) violate any provision of the Company Charter or the Company Bylaws or (ii) assuming that the consents and approvals referred to in Section 3.4 are duly obtained, (x) violate any law, statute, code, ordinance, rule, regulation, judgment, order, writ, decree or injunction applicable to Company or any of its Subsidiaries or any of their respective properties or assets or (y) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of Company or any of its Subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which Company or any of its Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound, except (in the case of clauses (x) and (y) above) for such violations, conflicts, breaches, defaults, terminations, cancellations, accelerations or creations that, either individually or in the aggregate, would not have a Material Adverse Effect on Company.

Section 3.4 Consents and Approvals. Except for (a) the filing of the applications, filings or notices to or with the Governmental Entities, Regulatory Agencies and SROs listed in Annex A and approval of or non-objection to such applications, filings and notices, (b) the filing with the SEC of a proxy statement in definitive form relating to the meeting of Company’s shareholders to be held in connection with this Agreement and the transactions contemplated hereby (including any amendments or supplements thereto, the “Proxy Statement”), and (c) the filing of the Certificates of Merger with the Delaware Secretary and the Tennessee Secretary pursuant to the DGCL and the TBCA, no consents or approvals of or filings or registrations with any Governmental Entity are necessary in connection with (i) the execution and delivery by Company of this Agreement or (ii) the consummation by Company of the Merger, the Second Step Merger and the other transactions contemplated hereby (including the Bank Merger). As of the date hereof, Company has no knowledge of any reason related to the Company or its Subsidiaries why the necessary regulatory approvals and consents will not be received to permit consummation of the Mergers on a timely basis (including any reason why the relevant statutory factors related to such approvals and consents will not be satisfied).

Section 3.5 Reports. Company and each of its Subsidiaries have timely filed (or furnished) all reports, forms, correspondence, registrations and statements, together with any amendments required to be made with respect thereto, that they were required to file (or furnish, as applicable) since January 1, 2020 with any Regulatory Agencies including any report, form, correspondence, registration or statement required to be filed (or furnished, as applicable) pursuant to the laws, rules or regulations of the United States, any state, any foreign entity or any Regulatory Agency, and have paid all fees and assessments due and payable in connection therewith, except where the failure to file (or furnish, as applicable) such report, form, correspondence, registration or statement or to pay such fees and assessments, either individually

or in the aggregate, would not have a Material Adverse Effect on Company. Subject to Section 9.14, (a) except for normal examinations conducted by a Regulatory Agency in the ordinary course of business of Company and its Subsidiaries, no Regulatory Agency has initiated or has pending any proceeding or, to the knowledge of Company, investigation into the business or operations of Company or any of its Subsidiaries since January 1, 2020, except where such proceedings or investigations would not have, either individually or in the aggregate, a Material Adverse Effect on Company, and (b) there (i) is no unresolved violation, criticism, or exception by any Regulatory Agency with respect to any report or statement relating to any examinations or inspections of Company or any of its Subsidiaries and (ii) have been no formal or informal inquiries by, or disagreements or disputes with, any Regulatory Agency with respect to the business, operations, policies or procedures of Company or any of its Subsidiaries since January 1, 2020 in each case, which would have, either individually or in the aggregate, a Material Adverse Effect on Company.

### Section 3.6 Financial Statements.

(a)The financial statements of Company and its Subsidiaries included (or incorporated by reference) in the Company Reports (including the related notes, where applicable) (i) have been prepared from, and are in accordance with, the books and records of Company and its Subsidiaries in all material respects, (ii) fairly present in all material respects the consolidated statements of income, consolidated statements of comprehensive income, consolidated statements of cash flows, consolidated statements of equity and consolidated statements of condition of Company and its Subsidiaries for the respective fiscal periods or as of the respective dates therein set forth (subject in the case of unaudited statements to year-end audit adjustments normal in nature and amount), (iii) complied, as of their respective dates of filing with the SEC, in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto and (iv) have been prepared in accordance with GAAP consistently applied during the periods involved, except, in each case, as indicated in such statements or in the notes thereto. Since January 1, 2020, no independent public accounting firm of Company has resigned (or informed Company that it intends to resign) or been dismissed as independent public accountants of Company as a result of or in connection with any disagreements with Company on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

(b)Except as would not have, either individually or in the aggregate, a Material Adverse Effect on Company, neither Company nor any of its Subsidiaries has any liability of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether due or to become due), except for those liabilities that are reflected or reserved against on the consolidated balance sheet of Company included in its Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2021 (including any notes thereto) and for liabilities incurred in the ordinary course of business consistent with past practice since September 30, 2021, or in connection with this Agreement and the transactions contemplated hereby.

(c)The records, systems, controls, data and information of Company and its Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership of Company or its Subsidiaries or accountants (including all means of access thereto and therefrom), except for any non-exclusive ownership that would not have a

Material Adverse Effect on Company. Company (x) has implemented and maintains disclosure controls and procedures (as defined in Rule 13a-15(e) of the Exchange Act) to ensure that material information relating to Company, including its Subsidiaries, is made known to the chief executive officer and the chief financial officer of Company by others within those entities as appropriate to allow timely decisions regarding required disclosures and to make the certifications required by the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”) and (y) has disclosed, based on its most recent evaluation prior to the date hereof, to Company’s outside auditors and the audit committee of Company’s Board of Directors (i) any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) which are reasonably likely to adversely affect Company’s ability to record, process, summarize and report financial information and (ii) to the knowledge of Company, any fraud, whether or not material, that involves management or other employees who have a significant role in Company’s internal controls over financial reporting. To the knowledge of Company, any such disclosures were made in writing by management to Company’s auditors and audit committee. To the knowledge of Company, there is no reason to believe that Company’s outside auditors and its chief executive officer and chief financial officer will not be able to give the certifications and attestations required pursuant to the rules and regulations adopted pursuant to Section 404 of the Sarbanes-Oxley Act, without qualification, when next due.

(d) Since January 1, 2020, (i) neither Company nor any of its Subsidiaries, nor, to the knowledge of Company, any director, officer, auditor, accountant or representative of Company or any of its Subsidiaries, has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods (including with respect to loan loss reserves, write-downs, charge-offs and accruals) of Company or any of its Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that Company or any of its Subsidiaries has engaged in questionable accounting or auditing practices and (ii) no employee of or attorney representing Company or any of its Subsidiaries, whether or not employed by Company or any of its Subsidiaries, has reported evidence of a material violation of securities laws or banking laws, breach of fiduciary duty or similar violation by Company or any of its Subsidiaries or any of their respective officers, directors, employees or agents to the Board of Directors of Company or any committee thereof or the Board of Directors or similar governing body of any Company Subsidiary or any committee thereof, or to the knowledge of Company, to any director or officer of Company or any Company Subsidiary.

Section 3.7 Broker’s Fees. With the exception of the engagement of Morgan Stanley & Co. LLC, neither Company nor any Company Subsidiary nor any of their respective officers or directors has employed any broker, finder or financial advisor or incurred any liability for any broker’s fees, commissions or finder’s fees in connection with the Merger or related transactions contemplated by this Agreement. Prior to the date hereof, Company has disclosed to Parent the aggregate fees provided for in connection with the engagement by Company of

Morgan Stanley & Co. LLC related to the Merger and the other transactions contemplated hereunder.

Section 3.8 Absence of Certain Changes or Events.

(a) Since December 31, 2020, there has not been any effect, change, event, circumstance, condition, occurrence or development that has had or would have, either individually or in the aggregate, a Material Adverse Effect on Company.

(b) Since December 31, 2020 through the date of this Agreement, Company and its Subsidiaries have carried on their respective businesses in all material respects in the ordinary course.

Section 3.9 Legal and Regulatory Proceedings.

(a) Except as would not reasonably be expected to, either individually or in the aggregate, have a Material Adverse Effect on Company, neither Company nor any of its Subsidiaries is a party to any, and there are no outstanding or pending or, to the knowledge of Company, threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any nature against Company or any of its Subsidiaries or any of their current or former directors or executive officers or challenging the validity or propriety of the transactions contemplated by this Agreement.

(b) Except as would not reasonably be expected to, either individually or in the aggregate, have a Material Adverse Effect on Company, there is no injunction, order, judgment, decree, or regulatory restriction imposed upon Company, any of its Subsidiaries or the assets of Company or any of its Subsidiaries (or that, upon consummation of the Mergers, would apply to the Surviving Corporation or any of its affiliates).

Section 3.10 Taxes and Tax Returns. Each of Company and its Subsidiaries has duly and timely filed (including all applicable extensions) all income and other material Tax Returns in all jurisdictions in which Tax Returns are required to be filed by it, and all such Tax Returns are true, correct and complete in all material respects. Neither Company nor any of its Subsidiaries is the beneficiary of any extension of time within which to file any material Tax Return (other than extensions to file Tax Returns automatically obtained in the ordinary course). All income and other material Taxes of Company and its Subsidiaries (whether or not shown on any Tax Returns) that are due have been fully and timely paid. Each of Company and its Subsidiaries has withheld and paid all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, shareholder, independent contractor or other third party. Neither Company nor any of its Subsidiaries has granted any extension or waiver of the limitation period applicable to any material Tax that remains in effect. In the last six (6) years, no written claim has been made by a Governmental Entity in a jurisdiction in which Company or any of its Subsidiaries (as applicable) does not file Tax Returns that Company or such Subsidiary (as applicable) is or may be subject to taxation by, or required to file Tax Returns in, that jurisdiction. Neither Company nor any of its Subsidiaries has received written notice of assessment or proposed assessment in connection with any material amount of Taxes, and there are no threatened in writing or pending disputes, claims, audits, examinations or other proceedings regarding any material Tax of Company and its Subsidiaries

or the assets of Company and its Subsidiaries. Neither Company nor any of its Subsidiaries is a party to or is bound by any Tax sharing, allocation or indemnification agreement or arrangement (other than such an agreement or arrangement exclusively between or among Company and its Subsidiaries or pursuant to agreements which both (1) were not primarily related to Taxes and (2) were entered into in the ordinary course of business consistent with past practice). Since January 1, 2016, neither Company nor any of its Subsidiaries (A) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was Company or any of its Subsidiaries) or (B) has any liability for the Taxes of any person (other than Company or any of its Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise (other than pursuant to agreements which both (1) were not primarily related to Taxes and (2) were entered into in the ordinary course of business consistent with past practice). Neither Company nor any of its Subsidiaries has been, within the past two (2) years a “distributing corporation” or a “controlled corporation” (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intending to qualify for tax-free treatment under Section 355 of the Code. Neither Company nor any of its Subsidiaries has participated in a “listed transaction” within the meaning of Treasury Regulation Section 1.6011-4(b)(1). No private letter rulings, closing agreements, technical advice memoranda or similar agreements or rulings have been entered into with or issued by any Governmental Entity within the three (3) year period immediately preceding the date of this Agreement with respect to Company or any of its Subsidiaries that would bind Company or any of its Subsidiaries in any taxable period (or portion thereof) after the Closing Date. Neither Company nor any of its Subsidiaries owns any “bank owned life insurance” policies or “company owned life insurance” policies for which any death benefit payments would be subject to U.S. federal income taxation. Neither Company nor any of its Subsidiaries has elected to defer any “applicable employment taxes” (as defined in Section 2302(d)(1) of the Coronavirus Aid, Relief, and Economic Security (CARES) Act (the “CARES Act”)) pursuant to Section 2302 of the CARES Act. Nothing in this Section 3.10 or otherwise in this Agreement shall be construed as a representation or warranty with respect to the amount, value or availability in any Tax period (or portion thereof) beginning after the Closing Date of any net operating loss, capital loss, Tax credit, Tax basis or other Tax asset or attribute of Company or any of its Subsidiaries. It is agreed and understood that no representation or warranty is made by Company, any of its Subsidiaries or its Affiliates in respect of Tax matters in any section of this Agreement, other than this Section 3.10 and relevant parts of Section 3.11.

#### Section 3.11 Employee Benefits.

(a) Except as would not have, either individually or in the aggregate, a Material Adverse Effect on Company, each Company Benefit Plan has been established, operated and administered in accordance with its terms and the requirements of all applicable laws, including ERISA and the Code. Section 3.11(a) of the Company Disclosure Schedule sets forth a complete and accurate list of each material Company Benefit Plan. For purposes of this Agreement, the term “Company Benefit Plans” means all employee benefit plans (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)), whether or not subject to ERISA, and all equity or equity-based, bonus or incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance, termination, change in control, retention, employment, welfare, insurance, medical, fringe or other benefit plans, programs, agreements, contracts, policies, arrangements or remuneration of any kind with

respect to which Company or any Subsidiary or any trade or business, whether or not incorporated, which together with Company would be deemed a “single employer” within the meaning of Section 4001 of ERISA (a “Company ERISA Affiliate”), is a party or has any current or future obligation or that are maintained, contributed to or sponsored by Company or any of its Subsidiaries or any Company ERISA Affiliate for the benefit of any current or former employee, officer, director or independent contractor of Company or any of its Subsidiaries or any Company ERISA Affiliate, excluding, in each case, any “multiemployer plan” within the meaning of Section 4001(a)(3) of ERISA (a “Multiemployer Plan”).

(b) Company has made available to Parent true, correct and complete copies of each material Company Benefit Plan (or, in the case of any unwritten material Company Benefit Plan, a description thereof) and the following related documents, to the extent applicable: (i) all summary plan descriptions, amendments, modifications or material supplements, (ii) the most recent annual report (Form 5500) filed with the Internal Revenue Service (the “IRS”), (iii) the most recently received IRS determination letter, (iv) the most recently prepared actuarial report and (v) any related trust agreement or other funding instrument.

(c) The IRS has issued a favorable determination letter or opinion with respect to each Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code (the “Company Qualified Plans”) and the related trust, which letter or opinion has not been revoked (nor has revocation been threatened), and, to the knowledge of Company, there are no existing circumstances and no events have occurred that would reasonably be expected to adversely affect the qualified status of any Company Qualified Plan or the related trust.

(d) Except as would not result in any material liability to Company and its Subsidiaries, taken as a whole, with respect to each Company Benefit Plan that is subject to Section 302 or Title IV of ERISA or Section 412, 430 or 4971 of the Code: (i) the minimum funding standard under Section 302 of ERISA and Sections 412 and 430 of the Code has been satisfied and no waiver of any minimum funding standard or any extension of any amortization period has been requested or granted, (ii) no such plan is in “at-risk” status for purposes of Section 430 of the Code, (iii) the present value of accrued benefits under such Company Benefit Plan, based upon the actuarial assumptions used for funding purposes in the most recent actuarial report prepared by such Company Benefit Plan’s actuary with respect to such Company Benefit Plan, did not, as of its latest valuation date, exceed the then current fair market value of the assets of such Company Benefit Plan allocable to such accrued benefits, (iv) no reportable event within the meaning of Section 4043(c) of ERISA for which the 30-day notice requirement has not been waived has occurred, (v) all premiums to the Pension Benefit Guaranty Corporation (the “PBGC”) have been timely paid in full, (vi) no liability (other than for premiums to the PBGC) under Title IV of ERISA has been or is expected to be incurred by Company or any of its Subsidiaries and (vii) the PBGC has not instituted proceedings to terminate any such Company Benefit Plan.

(e) None of Company and its Subsidiaries nor any Company ERISA Affiliate has, at any time during the last six (6) years, contributed to or been obligated to contribute to a Multiemployer Plan or a plan that has two (2) or more contributing sponsors at least two (2) of whom are not under common control, within the meaning of Section 4063 of ERISA (a “Multiple Employer Plan”), and none of Company and its Subsidiaries nor any Company ERISA Affiliate has incurred any liability that has not been satisfied in full to a Multiemployer Plan or

Multiple Employer Plan as a result of a complete or partial withdrawal (as those terms are defined in Part I of Subtitle E of Title IV of ERISA) from a Multiemployer Plan or Multiple Employer Plan.

(f) Except as would not result in any material liability to Company and its Subsidiaries, taken as a whole, no Company Benefit Plan provides for any post-employment or post-retirement health or medical or life insurance benefits for retired, former or current employees or beneficiaries or dependents thereof, except as required by Section 4980B of the Code.

(g) Except as would not have, either individually or in the aggregate, a Material Adverse Effect on Company, all contributions required to be made to any Company Benefit Plan by applicable law or by any plan document or other contractual undertaking, and all premiums due or payable with respect to insurance policies funding any Company Benefit Plan, for any prior period, have been timely made or paid in full or, to the extent not required to be previously made or paid, have been fully reflected on the books and records of Company.

(h) There are no pending or threatened claims (other than claims for benefits in the ordinary course), lawsuits or arbitrations which have been asserted or instituted, and, to Company's knowledge, no set of circumstances exists which may reasonably give rise to a claim or lawsuit, against the Company Benefit Plans, any fiduciaries thereof with respect to their duties to the Company Benefit Plans or the assets of any of the trusts under any of the Company Benefit Plans that would reasonably be expected to result in any liability of Company or any of its Subsidiaries in an amount that would be material to Company and its Subsidiaries, taken as a whole.

(i) Except as would not have, either individually or in the aggregate, a Material Adverse Effect on Company, none of Company and its Subsidiaries nor any Company ERISA Affiliate nor, to Company's knowledge, any fiduciary, has engaged in any "prohibited transaction" (as defined in Section 4975 of the Code or Section 406 of ERISA) which would reasonably be expected to subject any of the Company Benefit Plans or their related trusts, Company, any of its Subsidiaries or any Company ERISA Affiliate to any material Tax or penalty imposed under Section 4975 of the Code or Section 502 of ERISA.

(j) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in conjunction with any other event) result in, cause the acceleration of vesting, exercisability, funding or delivery of, or increase in the amount or value of, any payment, right or other benefit to any current or former employee, officer, director or other service provider of Company or any of its Subsidiaries, or result in any limitation on the right of Company or any of its Subsidiaries to amend, merge, terminate or receive a reversion of assets from any Company Benefit Plan or related trust on or after the Effective Time. Without limiting the generality of the foregoing, no amount paid or payable (whether in cash, in property, or in the form of benefits) by Company or any of its Subsidiaries in connection with the transactions contemplated hereby (either solely as a result thereof or as a result of such transactions in conjunction with any other event) will be an "excess parachute payment" within the meaning of Section 280G of the Code.

(k)No Company Benefit Plan provides for the gross-up or reimbursement of Taxes under Section 409A or 4999 of the Code, or otherwise.

(l)No Company Benefit Plan is maintained for the benefit of any current or former employee, officer, director or other service provider of Company or any of its Subsidiaries who, while employed or engaged by Company or any of its Subsidiaries, primarily resides or provides services (or resided or provided services) outside of the United States.

(m)There are no pending or, to the knowledge of Company, threatened unfair labor practice claims or charges against Company or any of its Subsidiaries. Since January 1, 2020, there have been no strikes, lockouts, concerted slowdowns or work stoppages or other labor disputes involving Company or any of its Subsidiaries. Neither Company or any of its Subsidiaries is party to, bound by, or negotiating any collective bargaining or similar agreement with any union, works council or other labor organization. Since January 1, 2020, there have been no pending or, to the knowledge of Company, threatened organizing efforts by any union or other group seeking to represent any current or former employees of Company or any of its Subsidiaries.

(n)Since January 1, 2020, neither Company nor any of its Subsidiaries has conducted any “plant closing” or “mass layoff” (each as defined by the Worker Adjustment and Retraining Notification Act of 1988) or any similar group layoff of employees requiring notice to a Governmental Entity pursuant to applicable state, local or foreign law, or implemented any material early retirement, exit incentive, or other group separation program, nor as to each of the foregoing has Company nor any of its Subsidiaries planned or announced any such action or program for the future.

(o)Since January 1, 2020, (i) to the knowledge of Company, no executive officer or director of Company or any of its Subsidiaries has been the subject of a pending allegation of sexual harassment or sexual assault and (ii) neither Company nor any of its Subsidiaries has entered into any settlement agreements related to allegations of sexual harassment or other sexual misconduct by any executive officer or director of Company.

Section 3.12 SEC Reports. An accurate and complete copy of each final registration statement, prospectus, report, schedule and definitive proxy statement filed with or furnished to the SEC, as the case may be, since January 1, 2020 by Company pursuant to the Securities Act or the Exchange Act (the “Company Reports”) is publicly available, and no such Company Report or communication, as of the date thereof (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of the relevant meetings, respectively), contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they were made, not misleading, except that information filed or furnished as of a later date (but before the date of this Agreement) shall be deemed to modify information as of an earlier date. As of their respective dates, all Company Reports filed or furnished under the Securities Act and the Exchange Act complied in all material respects with the published rules and regulations of the SEC with respect thereto. As of the date of this Agreement, no executive officer of Company has failed in any respect to make the certifications required of him or her under Section 302 or 906 of the Sarbanes-Oxley Act. As of the date of



this Agreement, there are no outstanding comments from, or unresolved issues raised by, the SEC with respect to any of the Company Reports.

Section 3.13 Compliance with Applicable Law.

(a) Company and each of its Subsidiaries hold, and have at all times since January 1, 2020, held, all licenses, registrations, franchises, certificates, variances, permits, charters and authorizations necessary for the lawful conduct of their respective businesses and ownership of their respective properties, rights and assets under and pursuant to each (and have paid all fees and assessments due and payable in connection therewith), except where neither the cost of failure to hold nor the cost of obtaining and holding such license, registration, franchise, certificate, variance, permit, charter or authorization (nor the failure to pay any fees or assessments) would, either individually or in the aggregate, have a Material Adverse Effect on Company, and, to the knowledge of Company, no suspension or cancellation of any such necessary license, registration, franchise, certificate, variance, permit, charter or authorization is threatened.

(b) Except as would not, either individually or in the aggregate, have a Material Adverse Effect on Company, Company and each of its Subsidiaries have complied with and are not in default or violation under any applicable law, statute, order, rule, regulation, policy and/or guideline of any Governmental Entity relating to Company or any of its Subsidiaries, including (i) all applicable laws and regulations (and publicly posted policies) relating to the privacy and security of data or information that constitutes personal data, personally identifiable information, or personal information under applicable law or regulation (such information, “Personal Data”) and (ii) the USA PATRIOT Act, the Bank Secrecy Act, the Equal Credit Opportunity Act and Regulation B, the Fair Housing Act, the Community Reinvestment Act, the Fair Credit Reporting Act, the Truth in Lending Act and Regulation Z, the Home Mortgage Disclosure Act, the Fair Debt Collection Practices Act, the Electronic Fund Transfer Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, any regulations promulgated by the Consumer Financial Protection Bureau, the Interagency Policy Statement on Retail Sales of Nondeposit Investment Products, the SAFE Mortgage Licensing Act of 2008, the Real Estate Settlement Procedures Act and Regulation X, Title V of the Gramm-Leach-Bliley Act, any and all sanctions or regulations enforced by the Office of Foreign Assets Control of the United States Department of Treasury and any other law, policy or guideline relating to bank secrecy, discriminatory lending, financing or leasing practices, consumer protection, money laundering prevention, foreign assets control, U.S. sanctions laws and regulations, Sections 23A and 23B of the Federal Reserve Act, the Sarbanes-Oxley Act, the Flood Disaster Protection Act of 1973 (as amended) and the National Flood Insurance Act of 1968 and the implementing regulations thereunder, the CARES Act, Pandemic Measures, and all agency requirements relating to the origination, sale and servicing of mortgage and consumer loans. Company and its Subsidiaries have established and maintain a system of internal controls designed to ensure compliance by Company and its Subsidiaries with applicable financial recordkeeping and reporting requirements of applicable money laundering prevention laws in jurisdictions where Company and its Subsidiaries conduct business.

(c) Company Bank has, and at all times during the past three (3) years has had, a Community Reinvestment Act rating no lower than “Satisfactory”.

(d) Company maintains a written information privacy and security program and takes commercially reasonable measures to protect the privacy, confidentiality, integrity, availability and security of all hardware, software, databases, systems, networks, websites, applications and other information technology assets and equipment (collectively, “IT Assets”) and Personal Data used in its business against any (i) loss or misuse of Personal Data, (ii) unauthorized access or unlawful operations performed upon such IT Assets or Personal Data or (iii) other act or omission that compromises the security or confidentiality of the IT Assets or Personal Data (clauses (i) through (iii), a “Security Breach”). To the knowledge of Company, since January 1, 2020, Company has not experienced any Security Breach that would, individually or in the aggregate, have a Material Adverse Effect on Company. To the knowledge of Company, there are no data security or other technological vulnerabilities, viruses, malware or other corruptants with respect to the IT Assets owned by and used in Company’s business that, individually or in the aggregate, would have a Material Adverse Effect on Company.

(e) Without limitation, none of Company, or any of its Subsidiaries, or to the knowledge of Company, any director, officer, employee, agent or other person acting on behalf of Company or any of its Subsidiaries has, directly or indirectly, (i) used any funds of Company or any of its Subsidiaries for unlawful contributions, unlawful gifts, unlawful entertainment or other expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic governmental officials or employees or to foreign or domestic political parties or campaigns from funds of Company or any of its Subsidiaries, (iii) violated any provision that would result in the violation of the Foreign Corrupt Practices Act of 1977, as amended, or any similar law, (iv) established or maintained any unlawful fund of monies or other assets of Company or any of its Subsidiaries, (v) made any fraudulent entry on the books or records of Company or any of its Subsidiaries or (vi) made any unlawful bribe, unlawful rebate, unlawful payoff, unlawful influence payment, unlawful kickback or other unlawful payment to any person, private or public, regardless of form, whether in money, property or services, to obtain favorable treatment in securing business, to obtain special concessions for Company or any of its Subsidiaries, to pay for favorable treatment for business secured or to pay for special concessions already obtained for Company or any of its Subsidiaries, or is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department, except, in each case, as would not, either individually or in the aggregate, have a Material Adverse Effect on Company.

(f) As of the date hereof, each of Company and Company Bank is “well-capitalized” (as such term is defined in the relevant regulation of the institution’s primary federal regulator) and, as of the date hereof, to the knowledge of Company, neither Company nor any of its Subsidiaries is aware of any fact, event or circumstance that would result in Company and Company Bank not being “well-capitalized” within one year from the date of this Agreement.

(g) Except as would not, either individually or in the aggregate, have a Material Adverse Effect on Company, (i) Company and each of its Subsidiaries have properly administered all accounts for which it acts as a fiduciary, including accounts for which it serves as a trustee, agent, custodian, personal representative, guardian, conservator or investment advisor, in accordance with the terms of the governing documents and applicable state, federal and foreign law; and (ii) none of Company, any of its Subsidiaries, or any of its or its Subsidiaries’ directors, officers or employees, has committed any breach of trust or fiduciary duty with respect to any such fiduciary account, and the accountings for each such fiduciary

account are true, correct and complete and accurately reflect the assets and results of such fiduciary account.

Section 3.14 Certain Contracts.

(a) Except as set forth in Section 3.14(a) of the Company Disclosure Schedule or as filed with any Company Reports, as of the date hereof, neither Company nor any of its Subsidiaries is a party to or bound by any contract, arrangement, commitment or understanding (whether written or oral), but excluding any Company Benefit Plan:

(i) which is a “material contract” (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC);

(ii) which contains a non-compete or client or customer non-solicitation requirement, in each case, that materially restricts the conduct of any line of business by Company or any of its Subsidiaries or upon consummation of the Mergers will materially restrict the ability of the Surviving Corporation or any of its affiliates to engage in any line of business or in any geographic region;

(iii) which is a collective bargaining agreement or similar agreement with any union, works council or other labor organization;

(iv) any of the benefits of or obligations under which will arise or be increased or accelerated by the occurrence of the execution and delivery of this Agreement, receipt of the Requisite Company Vote or the announcement or consummation of any of the transactions contemplated by this Agreement, or under which a right of cancellation or termination will arise as a result thereof, or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement, where such increase or acceleration of benefits or obligations, right of cancellation or termination, or change in calculation of value of benefits would, either individually or in the aggregate, have a Material Adverse Effect on Company;

(v) (A) that relates to the incurrence of indebtedness by Company or any of its Subsidiaries, including any sale and leaseback transactions, capitalized leases and other similar financing arrangements (other than deposit liabilities, trade payables, federal funds purchased, advances and loans from the Federal Home Loan Bank and securities sold under agreements to repurchase, in each case, incurred in the ordinary course of business consistent with past practice), (B) that provides for the guarantee, support, assumption, endorsement or material indemnification by Company or any of its Subsidiaries of, or any similar commitment by Company or any of its Subsidiaries with respect to, the obligations, liabilities or indebtedness of any other person, in the case of each of clauses (A) and (B), in the principal amount of \$50,000,000.00 or more, but, in each case, excluding any indebtedness disclosed in any Company Report(s) filed since January 1, 2021 or entered into in the ordinary course of business or (C) that relates to the incurrence of indebtedness (or guarantees thereof) and have terms that require Company to maintain a listing on a stock exchange or reporting obligations under the Exchange Act (or provide substantially similar disclosure to holders of such debt);

(vi) that grants any material right of first refusal, right of first offer or similar right with respect to any material assets, rights or properties of Company or its Subsidiaries, taken as a whole;

(vii) which creates future payment obligations in excess of \$5,000,000.00 per annum (other than any such contracts which are terminable by Company or any of its Subsidiaries on ninety (90) days or less notice without any required payment (other than the payment of any outstanding obligation at the time of termination) or other conditions, other than the condition of notice), other than with respect to indebtedness disclosed in any Company Report(s) filed since January 1, 2021 or leases or other agreements entered into in the ordinary course of business;

(viii) that is a settlement, consent or similar agreement and contains any material continuing obligations of Company or any of its Subsidiaries;

(ix) that relates to the acquisition or disposition of any person, business or asset and under which Company or its Subsidiaries have or may have a material obligation or liability;

(x) for the purchase of materials, supplies, goods, services, equipment or other assets by Company or its Subsidiaries that provides for annual payments of \$5,000,000.00 or more;

(xi) that relates to any material joint venture, partnership, limited liability company agreement or other similar agreement or arrangement; or

(xii) that relates to material Intellectual Property or material IT Assets, other than (A) non-exclusive in-licenses to commercially available software or (B) non-exclusive out-licenses to customers in the ordinary course of business.

Each contract, arrangement, commitment or understanding of the type described in this [Section 3.14\(a\)](#), whether or not set forth in the Company Disclosure Schedule, is referred to herein as a “Material Contract.” Company has made available to Parent true, correct and complete copies of each Material Contract in effect as of the date hereof.

(b)(i) Each Material Contract is valid and binding on Company or one of its Subsidiaries, as applicable, and in full force and effect, except as, either individually or in the aggregate, would not have a Material Adverse Effect on Company, (ii) Company and each of its Subsidiaries have in all material respects complied with and performed all obligations required to be complied with or performed by any of them to date under each Material Contract, except where such noncompliance or nonperformance, either individually or in the aggregate, would not have a Material Adverse Effect on Company, (iii) to the knowledge of Company, each third-party counterparty to each Material Contract has in all material respects complied with and performed all obligations required to be complied with and performed by it to date under such Material Contract, except where such noncompliance or nonperformance, either individually or in the aggregate, would not have a Material Adverse Effect on Company, (iv) neither Company nor any of its Subsidiaries has knowledge of, or has received notice of, any violation of any Material Contract by any of the other parties thereto which would have, either individually or in

the aggregate, a Material Adverse Effect on Company and (v) no event or condition exists which constitutes or, after notice or lapse of time or both, will constitute, a material breach or default on the part of Company or any of its Subsidiaries or, to the knowledge of Company, any other party thereto, of or under any such Material Contract, except where such breach or default, either individually or in the aggregate, would not have a Material Adverse Effect on Company.

Section 3.15 Actions by Regulatory Agencies. Subject to Section 9.14, neither Company nor any of its Subsidiaries is subject to any cease-and-desist or other order or enforcement action issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is a party to any commitment letter or similar undertaking to, or is subject to any order or directive by, or has been ordered to pay any civil money penalty by, or has been since January 1, 2020, a recipient of any supervisory letter from, or since January 1, 2020, has adopted any policies, procedures or board resolutions at the request or suggestion of, any Regulatory Agency or other Governmental Entity that currently restricts in any material respect or would reasonably be expected to restrict in any material respect the conduct of its business or that in any material manner relates to its capital adequacy, its ability to pay dividends, its credit or risk management policies, its management, its business or its ability to consummate the transactions contemplated hereby in a timely manner (each, whether or not set forth in the Company Disclosure Schedule, a “Company Regulatory Agreement”), nor has Company or any of its Subsidiaries been advised in writing, or to Company’s knowledge, orally, since January 1, 2020, by any Regulatory Agency or other Governmental Entity that it is considering issuing, initiating, ordering or requesting any such Company Regulatory Agreement.

Section 3.16 Environmental Matters. Except as would not have, either individually or in the aggregate, a Material Adverse Effect on Company, Company and its Subsidiaries are in compliance, and have complied since January 1, 2020, with any Environmental Laws. There are no legal, administrative, arbitral or other proceedings, claims or actions or, to the knowledge of Company, any private environmental investigations or remediation activities or governmental investigations of any nature seeking to impose, or that could reasonably be expected to result in the imposition, on Company or any of its Subsidiaries of any liability or obligation arising under any Environmental Law pending or threatened against Company, which liability or obligation would have, either individually or in the aggregate, a Material Adverse Effect on Company. To the knowledge of Company, there is no reasonable basis for any such proceeding, claim, action or governmental investigation that would impose any liability or obligation that would have, either individually or in the aggregate, a Material Adverse Effect on Company. Company is not subject to any agreement, order, judgment, decree, letter agreement or memorandum of agreement by or with any court, Governmental Entity, Regulatory Agency or other third party imposing any liability or obligation with respect to the foregoing that would have, either individually or in the aggregate, a Material Adverse Effect on Company.

Section 3.17 Investment Securities and Commodities. Each of Company and its Subsidiaries has good title in all material respects to all securities and commodities owned by it (except those sold under repurchase agreements) which are material to Company’s business on a consolidated basis, free and clear of any Lien, except to the extent such securities or commodities are pledged in the ordinary course of business to secure obligations of Company or its

Subsidiaries. Such securities and commodities are valued on the books of Company in accordance with GAAP in all material respects.

Section 3.18 Real Property. Except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Company, Company or a Company Subsidiary (a) has good and marketable title to all the real property reflected in the latest audited balance sheet included in the Company Reports as being owned by Company or a Company Subsidiary or acquired after the date thereof (except properties sold or otherwise disposed of since the date thereof in the ordinary course of business) (the “Company Owned Properties”), free and clear of all Liens, except Permitted Encumbrances and (b) is the lessee of all leasehold estates reflected in the latest audited financial statements included in such Company Reports or acquired after the date thereof (except for leases that have expired by their terms since the date thereof) (such leasehold estates, collectively with the Company Owned Properties, the “Company Real Property”), free and clear of all Liens, except for Permitted Encumbrances, and is in possession of the properties purported to be leased thereunder, and each such lease is valid without default thereunder by the lessee or, to the knowledge of Company, the lessor. There are no pending or, to the knowledge of Company, threatened condemnation proceedings against the Company Real Property.

Section 3.19 Intellectual Property. Company and each of its Subsidiaries owns (in each case, free and clear of any material Liens (other than Permitted Encumbrances)), all Intellectual Property owned or purported to be owned by Company and its Subsidiaries which is material to the conduct of its business as currently conducted. Except as would not have, either individually or in the aggregate, a Material Adverse Effect on Company: (i) the operation of Company’s and its Subsidiaries’ businesses does not infringe, misappropriate or otherwise violate the rights other than patents, and to the knowledge of the Company, any patents, of any third person; (ii) since January 1, 2020, Company has not received any written communication alleging from any Person that Company or any of its Subsidiaries has infringed, misappropriated or otherwise violated the Intellectual Property rights of such person; (iii) to the knowledge of Company, no person is challenging, infringing on or otherwise violating any right of Company or any of its Subsidiaries with respect to any Intellectual Property owned by Company or its Subsidiaries; (iv) since January 1, 2020, neither Company nor any of its Subsidiaries has received any written notice of any pending claim contesting or challenging the ownership or validity of any Intellectual Property owned by Company or any Company Subsidiary; (v) the Intellectual Property registrations and applications that are, in each case, owned by Company and its Subsidiaries, are subsisting and unexpired, and, to the knowledge of Company, valid and enforceable; and (vi) Company and its Subsidiaries have taken commercially reasonable actions to avoid the abandonment, cancellation or unenforceability of all Intellectual Property owned by Company and its Subsidiaries.

Section 3.20 Related Party Transactions. As of the date hereof, except as set forth in any Company Reports, there are no transactions or series of related transactions, agreements, arrangements or understandings, nor are there any currently proposed transactions or series of related transactions, between Company or any of its Subsidiaries, on the one hand, and any current or former director or “executive officer” (as defined in Rule 3b-7 under the Exchange Act) of Company or any of its Subsidiaries or any person who beneficially owns (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) five percent (5%) or more of the outstanding Company Common Stock (or any of such person’s immediate family members or affiliates)

(other than Subsidiaries of Company) on the other hand, of the type required to be reported in any Company Report pursuant to Item 404 of Regulation S-K promulgated under the Exchange Act.

Section 3.21 State Takeover Laws. The Board of Directors of Company has approved this Agreement and the transactions contemplated hereby and has taken all such other necessary actions as required to render inapplicable to such agreements and transactions the provisions of any potentially applicable takeover laws of any state, including any “moratorium,” “control share,” “fair price,” “takeover” or “interested shareholder” law or any similar provisions of the organizational documents of Parent, Holdco or Merger Sub (collectively, with any similar provisions of the Company Charter or Company Bylaws, “Takeover Statutes”). In accordance with Section 48-23-102 of the TBCA, no appraisal or dissenters’ rights will be available to the holders of Company Common Stock or Company Preferred Stock in connection with the Merger.

Section 3.22 Opinion. Prior to the execution of this Agreement, Company has received an opinion (which if initially rendered orally, has been or will be confirmed by written opinion of the same date) from Morgan Stanley & Co. LLC, to the effect that as of the date thereof and subject to the various assumptions made, procedures followed, matters considered, and the qualifications and limitations on the scope of review undertaken by Morgan Stanley & Co. LLC as set forth in its written opinion, the Base Per Share Merger Consideration is fair from a financial point of view to Company. Such opinion has not been amended or rescinded as of the date of this Agreement.

Section 3.23 Company Information. The information relating to Company and its Subsidiaries included in (a) the Proxy Statement on the date it (or any amendment or supplement thereto) is first mailed to holders of Company Common Stock or at the time of the Company Meeting, and (b) the documents and financial statements of Company incorporated by reference in the Proxy Statement or any amendment or supplement thereto or (c) any other document filed with any other Regulatory Agency in connection herewith, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading. The portions of the Proxy Statement relating to Company and its Subsidiaries and other portions within the reasonable control of Company will comply in all material respects with the provisions of the Exchange Act and the rules and regulations thereunder. Notwithstanding the foregoing, no representation or warranty is made by Company with respect to statements made or incorporated by reference therein based on information provided or supplied by or on behalf of Parent or its Subsidiaries for inclusion in the Proxy Statement.

Section 3.24 Loan Portfolio.

(a) As of the date hereof, except as set forth in Section 3.24(a) of the Company Disclosure Schedule, neither Company nor any of its Subsidiaries is a party to any written or oral loan, loan agreement, note or borrowing arrangement (including leases, credit enhancements, commitments, guarantees and interest-bearing assets) (collectively, “Loans”) in which Company or any Company Subsidiary is a creditor that, as of December 31, 2021, had an outstanding balance of \$5,000,000.00 or more and under the terms of which the obligor was, as of December 31, 2021, over ninety (90) days or more delinquent in payment of principal or interest. Set forth in Section 3.24(a) of the Company Disclosure Schedule is a true, correct and

complete list of (A) all the Loans of Company and its Subsidiaries that, as of December 31, 2021, had an outstanding balance of \$5,000,000.00 or more and were classified by Company as “Other Loans Specially Mentioned,” “Special Mention,” “Substandard,” “Doubtful,” “Loss,” “Classified,” “Criticized,” “Credit Risk Assets,” “Concerned Loans,” “Watch List” or words of similar import, together with the principal amount of and accrued and unpaid interest on each such Loan and the identity of the borrower thereunder, together with the aggregate principal amount of and accrued and unpaid interest on such Loans, by category of Loan (e.g., commercial, consumer, etc.) and (B) each asset of Company or any of its Subsidiaries that, as of November 30, 2021, is classified as “Other Real Estate Owned” and the book value thereof.

(b) Except as would not have, either individually or in the aggregate, a Material Adverse Effect on Company, each Loan of Company or any of its Subsidiaries (i) is evidenced by notes, agreements or other evidences of indebtedness that are true, genuine and what they purport to be, (ii) to the extent carried on the books and records of Company and its Subsidiaries as secured Loans, has been secured by valid charges, mortgages, pledges, security interests, restrictions, claims, liens or encumbrances, as applicable, which have been perfected and (iii) is the legal, valid and binding obligation of the obligor named therein, enforceable in accordance with its terms, subject to the Enforceability Exceptions.

(c) Except as would not have, either individually or in the aggregate, a Material Adverse Effect on Company, each outstanding Loan of Company or any of its Subsidiaries (including Loans held for resale to investors) was solicited and originated, and is and has been administered and, where applicable, serviced, and the relevant Loan files are being maintained, in all material respects in accordance with the relevant notes or other credit or security documents, the written underwriting standards of Company and its Subsidiaries (and, in the case of Loans held for resale to investors, the underwriting standards, if any, of the applicable investors) and with all applicable federal, state and local laws, regulations and rules.

(d) Section 3.24(d) of the Company Disclosure Schedule contains a complete and accurate list of all extensions of credit as of November 30, 2021, by Company Bank and its Subsidiaries to any directors, executive officers and principal shareholders (as such terms are defined in Regulation O of the Federal Reserve Board (12 C.F.R. Part 215)) of Company Bank, and each such extension of credit is and was made in compliance in all material respects with all applicable laws.

(e) Except as disclosed in Section 3.24(e) of the Company Disclosure Schedule, there are no extensions of credit by Company Bank or its Subsidiaries to any employee, officer, director (as such terms are defined in Regulation O of the Federal Reserve Board (12 C.F.R. Part 215)) or other affiliate of Company Bank on which the borrower is paying a rate other than that reflected in the note or the relevant credit agreement or on which the borrower is paying a rate that was below market at the time the extensions of credit were made.

Section 3.25 Insurance. Except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Company, (a) Company and its Subsidiaries are insured with reputable insurers against such risks and in such amounts as the management of Company reasonably has determined to be prudent and consistent with industry practice, and Company and its Subsidiaries are in compliance in all material respects with their insurance policies and are not in default under any of the terms thereof, (b) each such



policy is outstanding and in full force and effect and, except for policies insuring against potential liabilities of current or former officers, directors and employees of Company and its Subsidiaries, Company or the relevant Subsidiary thereof is the sole beneficiary of such policies, (c) all premiums and other payments due under any such policy have been paid, and all claims thereunder have been filed in due and timely fashion, (d) there is no claim for coverage by Company or any of its Subsidiaries pending under any insurance policy as to which coverage has been questioned, denied or disputed by the underwriters of such insurance policy and (e) neither Company nor any of its Subsidiaries has received notice of any threatened termination of, material premium increase with respect to, or material alteration of coverage under, any insurance policies.

#### Section 3.26 Investment Advisor Subsidiaries.

(a) Certain Subsidiaries of Company are registered, licensed or qualified, or are required to be registered, licensed or qualified, in connection with the provision of investment management, investment advisory or sub-advisory services (Company and each Subsidiary, a "Company Advisory Subsidiary"). Each Company Advisory Subsidiary is registered as an investment adviser under the Investment Advisers Act and has operated since January 1, 2020 and is currently operating in compliance with all laws applicable to it or its business and has all registrations, permits, licenses, exemptions, orders and approvals required for the operation of its business or ownership of its properties and assets substantially as presently conducted, except, in each case, as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Company.

(b) The accounts of each advisory client of Company or its Subsidiaries, for purposes of the Investment Advisers Act of 1940, as amended (the "Investment Advisers Act"), that are subject to ERISA and/or Section 4975 of the Code have been managed by the applicable Company Advisory Subsidiary in compliance with the applicable requirements of ERISA and Section 4975 of the Code, except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Company.

(c) None of the Company Advisory Subsidiaries nor any person "associated" (as defined in the Investment Advisers Act) with any Company Advisory Subsidiary is ineligible pursuant to Section 203 of the Investment Advisers Act to serve as an investment advisor or as a person associated with a registered investment advisor, except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Company.

#### Section 3.27 Insurance Subsidiaries.

(a) Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on Company, (i) since January 1, 2020, at the time each agent, representative, producer, reinsurance intermediary, wholesaler, third-party administrator, distributor, broker, employee or other person authorized to sell, produce, manage or administer products on behalf of any Company Subsidiary ("Company Agent") wrote, sold, produced, managed, administered or procured business for a Company Subsidiary, such Company Agent was, at the time Company Agent wrote or sold business, duly licensed for the type of activity and business written, sold, produced, managed, administered or produced to the

extent required by applicable law, (ii) no Company Agent has been since January 1, 2020, or is currently, in violation (or with or without notice or lapse of time or both, would be in violation) of any law, rule or regulation applicable to such Company Agent's writing, sale, management, administration or production of insurance business for any Company Insurance Subsidiary (as defined below) and (iii) each Company Agent was appointed by Company or a Company Insurance Subsidiary in compliance with applicable insurance laws, rules and regulations and all processes and procedures undertaken with respect to such Company Agent were undertaken in compliance with applicable insurance laws, rules and regulations. "Company Insurance Subsidiary" means each Subsidiary of Company through which insurance operations is conducted.

(b) Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on Company, (i) since January 1, 2020, Company and the Company Insurance Subsidiaries have made all required notices, submissions, reports or other filings under applicable insurance holding company statutes, (ii) all contracts, agreements, arrangements and transactions in effect between any Company Insurance Subsidiary and any affiliate are in compliance in all material respects with the requirements of all applicable insurance holding company statutes and (iii) each Company Insurance Subsidiary has operated and otherwise been in compliance with all applicable insurance laws, rules and regulations.

### Section 3.28 Broker-Dealer and Other SEC-Regulated Subsidiaries.

(a) Company has certain Subsidiaries that are registered, licensed or qualified, or are required to be registered, licensed or qualified, as a broker-dealer (each, a "Company Broker-Dealer Subsidiary"), or as a municipal securities dealer or municipal advisor, in each case in accordance with any regulatory or legal requirement applicable to such Company Subsidiary (together with Company Broker-Dealer Subsidiaries, the "Company SEC-Registered Subsidiaries"). Except as would not reasonably be expected to, either individually or in the aggregate, have a Material Adverse Effect on Company: (i) each Company SEC-Registered Subsidiary is duly registered under the Exchange Act as a broker-dealer, municipal securities dealer or municipal advisor, as applicable, with the SEC and is in compliance with the applicable provisions of the Exchange Act, including applicable net capital requirements and customer protection requirements thereof; (ii) each Company Broker-Dealer Subsidiary is a member in good standing with FINRA and any other applicable SRO and in compliance with all applicable rules and regulations of FINRA and any such SRO of which it is a member or which otherwise has authority over it; (iii) each other Company SEC-Registered Subsidiary is a member in good standing, as required, with the Municipal Securities Rulemaking Board ("MSRB") and any other applicable SRO and in compliance with all applicable rules and regulations of MSRB and any such SRO of which it is a member or which otherwise has authority over it; (iv) each Company SEC-Registered Subsidiary (and each registered representative thereof) is duly registered, licensed or qualified as required, under, and in compliance with, the applicable laws of all jurisdictions in which it is required to be so registered and each such registration, license or qualification is in full force and effect and in good standing; (v) Company Bank qualifies for the exceptions from the definitions of "broker" and "dealer" under Sections 3(a)(4)(B) and 3(a)(5)(C) of the Exchange Act and regulations thereunder with respect to any brokerage or dealing activities conducted by Company Bank or a division thereof; and (vi) there is no action, suit, proceeding or investigation pending or, to the knowledge of Company, threatened that

would reasonably be likely to lead to the revocation, amendment, failure to renew, limitation, suspension or restriction of any such registrations, licenses, exceptions and qualifications.

(b) Except as would not reasonably be expected to, either individually or in the aggregate, have a Material Adverse Effect on Company, (i) none of the Company SEC-Registered Subsidiaries nor any “associated person” thereof (A) is or has been ineligible to serve as a broker-dealer or an associated person of a broker-dealer under Section 15(b) of the Exchange Act, (B) is subject to a “statutory disqualification” as defined in Section 3(a)(39) of the Exchange Act or (C) is subject to a disqualification that would be a basis for censure, limitations on the activities, functions or operations of, or suspension or revocation of the registration of any Company Broker-Dealer Subsidiary as broker-dealer, municipal securities dealer, government securities broker, government securities dealer or municipal advisor under Section 15, Section 15B or Section 15C of the Exchange Act or any rule of any SRO and (ii) there is no action, suit, proceeding or investigation pending or, to the knowledge of Company, threatened, that is reasonably likely to result in any such person being deemed ineligible as described in clause (A), subject to a “statutory disqualification” as described in clause (B) or subject to a disqualification as described in clause (C).

Section 3.29 Risk Management Instruments. Except as would not have, either individually or in the aggregate, a Material Adverse Effect on Company, all interest rate swaps, caps, floors, option agreements, futures and forward contracts and other similar derivative transactions and risk management arrangements, whether entered into for the account of Company or any of its Subsidiaries or for the account of a customer of Company or any of its Subsidiaries, were entered into in the ordinary course of business and in accordance with applicable rules, regulations and policies of any Governmental Entity and with counterparties reasonably believed to be financially responsible at the time and are legal, valid and binding obligations of Company or one of its Subsidiaries enforceable in accordance with their terms (except as may be limited by the Enforceability Exceptions). Except as would not have, either individually or in the aggregate, a Material Adverse Effect on Company, Company and each of its Subsidiaries has duly performed in all material respects all of its material obligations thereunder to the extent that such obligations to perform have accrued, and, to the knowledge of Company, there are no material breaches, violations or defaults or bona fide allegations or assertions of such by any party thereunder.

Section 3.30 No Other Representations or Warranties.

(a) Except for the representations and warranties made by Company in this Article III, neither Company nor any other person makes any express or implied representation or warranty with respect to Company, its Subsidiaries, or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and Company hereby disclaims any such other representations or warranties, and Parent and Holdco acknowledge the same. In particular, without limiting the foregoing disclaimer, neither Company nor any other person makes or has made any representation or warranty to Parent or any of its affiliates or representatives with respect to (i) any financial projection, forecast, estimate, budget or prospective information relating to Company, any of its Subsidiaries or their respective businesses or (ii) except for the representations and warranties made by Company in this Article III, any oral or written information presented to Parent or any of its affiliates or representatives in

the course of their due diligence investigation of Company, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) Company acknowledges and agrees that neither Parent nor any other person on behalf of Parent has made or is making, and Company has not relied upon, any express or implied representation or warranty other than those contained in Article IV.

#### ARTICLE IV

##### **REPRESENTATIONS AND WARRANTIES OF PARENT PARTIES**

Except (i) as disclosed in the disclosure schedule delivered by Parent Parties to Company prior to the execution hereof (the “Parent Disclosure Schedule”) (it being understood that (a) no item is required to be set forth as an exception to a representation or warranty if its absence would not result in the related representation or warranty being deemed untrue or incorrect, (b) the mere inclusion of an item in the Parent Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission by Parent Parties that such item represents a material exception or fact, event or circumstance or that such item would reasonably be expected to result in a Material Adverse Effect and (c) any disclosures made with respect to a section of this Article IV shall be deemed to qualify (1) any other section of this Article IV specifically referenced or cross-referenced and (2) other sections of this Article IV to the extent it is reasonably apparent on its face (notwithstanding the absence of a specific cross reference) from a reading of the disclosure that such disclosure applies to such other sections or (ii) as disclosed in reports filed with or furnished to the SEC by Parent since January 1, 2020 and prior to the date hereof (but disregarding risk factor disclosures contained under the heading “Risk Factors,” or disclosures of risks set forth in any “forward-looking statements” disclaimer or any other statements that are similarly non-specific or cautionary, predictive or forward-looking in nature), Parent Parties hereby represent and warrant to Company as follows:

Section 4.1 Corporate Organization. Parent is duly organized, validly existing and in good standing as a Schedule I bank under the Bank Act (Canada), is a bank holding company duly registered under the BHC Act and has elected to be treated as a financial holding company under the BHC Act. Holdco is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Each Parent Party has the corporate power and authority to own, lease or operate all of its properties and assets and to carry on its business as it is now being conducted in all material respects. Each Parent Party is duly licensed or qualified to do business and in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned, leased or operated by it makes such licensing, qualification or standing necessary, except where the failure to be so licensed or qualified or to be in good standing would not, either individually or in the aggregate, have a Material Adverse Effect on Parent. A true and complete copy of Parent’s,

Holdco's, TDGUS' and Merger Sub's Constituent Documents, as in effect as of the date of this Agreement, have been previously been made available by Parent to Company.

Section 4.2 Capitalization. The authorized capital of Parent consists of an unlimited number of common shares and an unlimited number of Class A first preferred shares.

Section 4.3 Authority; No Violation.

(a) Each Parent Party has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the Merger have been duly and validly approved by the Board of Directors of each Parent Party. The Board of Directors of each Parent Party has determined that the Merger, on the terms and conditions set forth in this Agreement, is in the best interests of such company and its shareholders, has adopted and approved this Agreement and Holdco has directed that this Agreement be submitted to its sole stockholder for approval and has adopted a resolution of the foregoing effect. Except for such stockholder approval, no other corporate proceedings on the part of any Parent Party are necessary to approve this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by each Parent Party and (assuming due authorization, execution and delivery by Company) constitutes a valid and binding obligation of each Parent Party, enforceable against such Parent Party in accordance with its terms (except in all cases as such enforceability may be limited by the Enforceability Exceptions).

(b) Neither the execution and delivery of this Agreement by each Parent Party, nor the consummation by each Parent Party of the transactions contemplated hereby (including the Merger, the Second Step Merger and the Bank Merger), nor compliance by each Parent Party with any of the terms or provisions hereof, will (i) violate any provision of the organizational documents of any Parent Party, as applicable or (ii) assuming that the consents and approvals referred to in Section 4.4 are duly obtained, (x) violate any law, statute, code, ordinance, rule, regulation, judgment, order, writ, decree or injunction applicable to any Parent Parties or any of their Subsidiaries or any of their respective properties or assets or (y) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of any Parent Party or any of their Subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which any Parent Party or any of their Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound, except (in the case of clauses (x) and (y) above) for such violations, conflicts, breaches, defaults, terminations, cancellations, accelerations or creations that either individually or in the aggregate would not have a Material Adverse Effect on Parent.

Section 4.4 Consents and Approvals. Except for (a) the filing of the applications, filings or notices to or with the Governmental Entities, Regulatory Agencies and SROs listed in Annex A and approval of or non-objection to such applications, filings and notices, (b) the filing with the SEC of the Proxy Statement, and (c) the filing of the Certificates of Merger with the Tennessee Secretary pursuant to the TBCA and Delaware Secretary pursuant

to the DGCL, no consents or approvals of or filings or registrations with any Governmental Entity are necessary in connection with (i) the execution and delivery by each of Parent Party of this Agreement or (ii) the consummation by each Parent Party of the Merger, the Second Step Merger and the other transactions contemplated hereby (including the Bank Merger). As of the date hereof, Parent Parties have no knowledge of any reason related to Parent or its Subsidiaries why the necessary regulatory approvals and consents will not be received to permit consummation of the Mergers on a timely basis (including any reason why the relevant statutory factors related to such approvals and consents will not be satisfied).

Section 4.5 Broker's Fees. None of Parent, Holdco or any of their respective Subsidiaries, nor any of their respective officers or directors, has employed any broker, finder or financial advisor or incurred any liability for any broker's fees, commissions or finder's fees in connection with the Merger or related transactions contemplated by this Agreement, other than J.P. Morgan Securities LLC.

Section 4.6 Legal and Regulatory Proceedings.

(a) Except as would not reasonably be expected to, either individually or in the aggregate, have a Material Adverse Effect on Parent, neither Parent, Holdco nor any of their Subsidiaries is a party to any, and there are no outstanding or pending or, to the knowledge of Parent, threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any nature against Parent, Holdco or any of their Subsidiaries or any of their current or former directors or executive officers or challenging the validity or propriety of the transactions contemplated by this Agreement.

(b) Except as would not reasonably be expected to, either individually or in the aggregate, have a Material Adverse Effect on Parent, there is no injunction, order, judgment, decree, or regulatory restriction imposed upon Parent, Holdco, any of their Subsidiaries or their assets.

Section 4.7 Compliance with Applicable Law.

(a) Parent, Holdco and each of their Subsidiaries hold, and have at all times since January 1, 2020, held, all licenses, registrations, franchises, certificates, variances, permits charters and authorizations necessary for the lawful conduct of their respective businesses and ownership of their respective properties, rights and assets under and pursuant to each (and have paid all fees and assessments due and payable in connection therewith), except where neither the cost of failure to hold nor the cost of obtaining and holding such license, registration, franchise, certificate, variance, permit, charter or authorization (nor the failure to pay any fees or assessments) would, either individually or in the aggregate, have a Material Adverse Effect on Parent, and, to the knowledge of Parent, no suspension or cancellation of any such necessary license, registration, franchise, certificate, variance, permit, charter or authorization is threatened.

(b) Except as would not, either individually or in the aggregate, have a Material Adverse Effect on Parent, Parent, Holdco and each of their Subsidiaries have complied with and are not in default or violation under any applicable law, statute, order, rule, regulation, policy and/or guideline of any Governmental Entity relating to Parent, Holdco or any of their Subsidiaries, including (i) all applicable laws and regulations (and publicly posted policies)

relating to the privacy and security of Personal Data and (ii) the USA PATRIOT Act, the Bank Secrecy Act, the Equal Credit Opportunity Act and Regulation B, the Fair Housing Act, the Community Reinvestment Act, the Fair Credit Reporting Act, the Truth in Lending Act and Regulation Z, the Home Mortgage Disclosure Act, the Fair Debt Collection Practices Act, the Electronic Fund Transfer Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, any regulations promulgated by the Consumer Financial Protection Bureau, the Interagency Policy Statement on Retail Sales of Nondeposit Investment Products, the SAFE Mortgage Licensing Act of 2008, the Real Estate Settlement Procedures Act and Regulation X, Title V of the Gramm-Leach-Bliley Act, any and all sanctions or regulations enforced by the Office of Foreign Assets Control of the United States Department of Treasury and any other law, policy or guideline relating to bank secrecy, discriminatory lending, financing or leasing practices, consumer protection, money laundering prevention, foreign assets control, U.S. sanctions laws and regulations, Sections 23A and 23B of the Federal Reserve Act, the Sarbanes-Oxley Act, the Flood Disaster Protection Act of 1973 (as amended) and the National Flood Insurance Act of 1968 and the implementing regulations thereunder, the CARES Act, Pandemic Measures and all agency requirements relating to the origination, sale and servicing of mortgage and consumer loans. Parent, Holdco and their Subsidiaries have established and maintain a system of internal controls designed to ensure compliance by Parent, Holdco and their Subsidiaries with applicable financial recordkeeping and reporting requirements of applicable money laundering prevention laws in jurisdictions where Parent, Holdco and their Subsidiaries conduct business.

(c)Parent Bank has, and at all times during the past three (3) years has had, a Community Reinvestment Act rating no lower than “Outstanding”.

(d)As of the date hereof, there is no dispute or other proceeding pending between Parent or Parent Bank or any of their Subsidiaries and any community groups relating to Parent or Parent Bank, and, to the knowledge of Parent, no such dispute or other proceeding has been threatened, in each case, that could reasonably be expected to materially delay the receipt of, or impair the ability to obtain, all of the Requisite Regulatory Approvals.

(e)None of Parent, Holdco, or any of their Subsidiaries, or to the knowledge of Parent, any director, officer, employee, agent or other person acting on behalf of Parent, Holdco or any of their Subsidiaries has, directly or indirectly, (i) used any funds of Parent, Holdco or any of their Subsidiaries for unlawful contributions, unlawful gifts, unlawful entertainment or other expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic governmental officials or employees or to foreign or domestic political parties or campaigns from funds of Parent, Holdco or any of their Subsidiaries, (iii) violated any provision that would result in the violation of the Foreign Corrupt Practices Act of 1977, as amended, or any similar law, (iv) established or maintained any unlawful fund of monies or other assets of Parent, Holdco or any of their Subsidiaries, (v) made any fraudulent entry on the books or records of Parent, Holdco or any of their Subsidiaries or (vi) made any unlawful bribe, unlawful rebate, unlawful payoff, unlawful influence payment, unlawful kickback or other unlawful payment to any person, private or public, regardless of form, whether in money, property or services, to obtain favorable treatment in securing business, to obtain special concessions for Parent, Holdco or any of their Subsidiaries, to pay for favorable treatment for business secured or to pay for special concessions already obtained for Parent, Holdco or any of their Subsidiaries, or is currently subject to any United States sanctions administered by the

Office of Foreign Assets Control of the United States Treasury Department, except, in each case, as would not, either individually or in the aggregate, have a Material Adverse Effect on Parent.

(f) As of the date hereof, each of TDGUS and Parent Bank is “well-capitalized” (as such term is defined in the relevant regulation of the institution’s primary federal regulator) and, as of the date hereof, to the knowledge of Parent, neither Parent nor any of its Subsidiaries is aware of any fact, event or circumstance that would result in TDGUS and Parent Bank not being “well-capitalized” within one year from the date of this Agreement.

Section 4.8 Actions by Regulatory Agencies. Subject to Section 9.14, neither Parent, Holdco nor any of their Subsidiaries is subject to any cease-and-desist or other order or enforcement action issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is a party to any commitment letter or similar undertaking to, or is subject to any order or directive by, or has been ordered to pay any civil money penalty by, or has been since January 1, 2020, a recipient of any supervisory letter from, or since January 1, 2020, has adopted any policies, procedures or board resolutions at the request or suggestion of, any Regulatory Agency or other Governmental Entity that currently restricts in any material respect or would reasonably be expected to restrict in any material respect the conduct of its business or that in any material manner relates to its capital adequacy, its ability to pay dividends, its credit or risk management policies, its management, its business or its ability to consummate the transactions contemplated hereby in a timely manner (each, whether or not set forth in the Parent Disclosure Schedule, a “Parent Regulatory Agreement”), nor has Parent, Holdco or any of their Subsidiaries been advised in writing, or to Parent’s knowledge, orally, since January 1, 2020, by any Regulatory Agency or other Governmental Entity that it is considering issuing, initiating, ordering or requesting any such Parent Regulatory Agreement.

Section 4.9 Parent Information. The information relating to Parent and its Subsidiaries that is provided by Parent or its representatives for inclusion in (a) the Proxy Statement, on the date it (or any amendment or supplement thereto) is first mailed to holders of Company Common Stock or at the time of the Company Meeting, (b) the documents and financial statements of Parent incorporated by reference in the Proxy Statement or any amendment or supplement thereto or (c) any other document filed with any other Regulatory Agency in connection herewith, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading. The portions of the Proxy Statement relating to Parent and its Subsidiaries and other portions within the reasonable control of Parent will comply in all material respects with the provisions of the Exchange Act and the rules and regulations thereunder. Notwithstanding the foregoing, no representation or warranty is made by Parent with respect to statements made or incorporated by reference therein based on information provided or supplied by or on behalf of Company or its Subsidiaries for inclusion in the Proxy Statement.

Section 4.10 Availability of Funds. As of the date of this Agreement, Parent has sufficient funds or access thereto, and Parent will at the Closing have immediately available funds in cash, to pay when due all amounts payable by it hereunder and to fulfill its obligations hereunder. Parent acknowledges that the obligations of Parent under this Agreement are not contingent upon or subject to any conditions regarding Parent’s, its Affiliates’, or any other



Person's ability to obtain financing or otherwise to raise capital for the consummation of the Transactions, including the payment of the Merger Consideration.

Section 4.11 No Other Representations or Warranties.

(a) Except for the representations and warranties made by each Parent Party in this Article IV, no Parent Party nor any other person makes any express or implied representation or warranty with respect to Parent Parties, their respective Subsidiaries, or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and each Parent Party hereby disclaims any such other representations or warranties and Company acknowledges the same. In particular, without limiting the foregoing disclaimer, no Parent Party nor any other person makes or has made any representation or warranty to Company or any of its affiliates or representatives with respect to (i) any financial projection, forecast, estimate, budget or prospective information relating to Parent, any of its Subsidiaries or their respective businesses or (ii) except for the representations and warranties made by Parent Parties in this Article IV, any oral or written information presented to Company or any of its affiliates or representatives in the course of their due diligence investigation of Parent Parties, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) Each Parent Party acknowledges and agrees that neither Company nor any other person has made or is making, and Parent and Holdco have not relied on, any express or implied representation or warranty other than those contained in Article III.

## ARTICLE V

### COVENANTS RELATING TO CONDUCT OF BUSINESS

Section 5.1 Conduct of Business Prior to the Effective Time. During the period from the date of this Agreement to the Effective Time or earlier termination of this Agreement, except as (i) expressly contemplated or permitted by this Agreement (including as set forth in the Company Disclosure Schedule), (ii) required by law, (iii) may be necessary or commercially reasonable in response to a Pandemic or Pandemic Measures, subject to Company providing Parent with advance notice in respect of any such action (unless it is not reasonably practicable under the circumstances to provide such prior notice, in which case Company shall provide notice to Parent as soon as reasonably practicable) or (iv) consented to in writing by Parent (such consent not to be unreasonably withheld, conditioned or delayed), Company shall, and shall cause each of its Subsidiaries to, (A) conduct its business in the ordinary course in all material respects and (B) use reasonable best efforts to maintain and preserve intact its business organization, employees and advantageous business relationships.

Section 5.2 Company Forbearances. During the period from the date of this Agreement to the Effective Time or earlier termination of this Agreement, except as set forth in the Company Disclosure Schedule, as expressly contemplated or permitted by this Agreement or as required by law, Company shall not, and shall not permit any of its Subsidiaries to, without

the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed):

(a) other than in the ordinary course of business, incur any indebtedness for borrowed money (other than indebtedness of Company or any of its wholly-owned Subsidiaries to Company or any of its wholly-owned Subsidiaries, or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other individual, corporation or other entity (it being understood and agreed that incurrence of indebtedness in the ordinary course of business shall include the creation of deposit liabilities, issuances of letters of credit and commercial paper, purchases of federal funds, borrowings from the Federal Home Loan Bank, sales of certificates of deposit, entry into repurchase agreements and satisfaction of legal requirements in the exercise of trust powers, in each case, on terms and in amounts consistent with past practice);

(b)

(i) adjust, split, combine or reclassify any capital stock;

(ii) make, declare, pay or set a record date for any dividend, or any other distribution on, or directly or indirectly redeem, purchase or otherwise acquire, any shares of its capital stock or other equity or voting securities or any securities or obligations convertible (whether currently convertible or convertible only after the passage of time or the occurrence of certain events) or exchangeable into or exercisable for any shares of its capital stock or other equity or voting securities, including any securities of Company or Company Subsidiary, except (A) regular quarterly cash dividends by Company at a rate not in excess of \$0.15 per share of Company Common Stock, (B) dividends paid by any of the Company Subsidiaries to Company or any of its wholly-owned Subsidiaries, (C) dividends provided for and paid on Company Preferred Stock in accordance with the terms of such Company Preferred Stock and (D) the acceptance of shares of Company Common Stock as payment for the exercise price of Company Options or for withholding Taxes incurred in connection with the exercise of Company Options or the vesting or settlement of other Company Equity Awards, in each case, in accordance with past practice and the terms of the applicable Stock Plans and award agreements thereunder;

(iii) grant any stock options, restricted stock units, performance stock units, phantom stock units, restricted shares or other equity-based awards or interests, or grant any person any right to acquire (or any right to payment the amount of which is determined in whole or in part based on the value of) any securities of Company or any Company Subsidiary; or

(iv) issue, sell, transfer, encumber or otherwise permit to become outstanding any shares of capital stock or voting securities or equity interests or securities convertible (whether currently convertible or convertible only after the passage of time or the occurrence of certain events) or exchangeable into, or exercisable for, any shares of its capital stock or other equity or voting securities, including any securities of Company or any Company Subsidiary, or any options, warrants, or other rights of any kind to acquire any shares of capital stock or other equity or voting securities, including any securities of Company or any Company Subsidiary, except pursuant to the exercise of Company

Options or the settlement of other Company Equity Awards, in each case, which are outstanding as of the date hereof, in accordance with their terms as in effect as of the date hereof;

(c) sell, transfer, mortgage, encumber, abandon, allow to lapse, license, lease or otherwise dispose of any of its material properties, rights or assets or any business to any individual, corporation or other entity other than a wholly-owned Subsidiary, or cancel, release or assign any indebtedness to any such person or any claims held by any such person, in each case, other than in the ordinary course of business or pursuant to contracts or agreements in force at the date of this Agreement and set forth on Section 5.2(c) of the Company Disclosure Schedule;

(d) except for foreclosure or acquisitions of control in a fiduciary or similar capacity or in satisfaction of debts previously contracted in good faith in the ordinary course of business, make any material investment in or acquisition of (whether by purchase of stock or securities, contributions to capital, property transfers, merger or consolidation, formation of a joint venture or otherwise) any other person or the property or assets of any other person, in each case, other than a wholly-owned Company Subsidiary;

(e) in each case, except for transactions in the ordinary course of business, (i) terminate, materially amend, or waive any material provision of, any Material Contract, or make any change in any instrument or agreement governing the terms of any of its securities, other than normal renewals of contracts without material adverse changes of terms with respect to Company or its Subsidiaries or (ii) enter into (or thereafter terminate, materially amend, or waive any material provision of) any contract that would constitute a Material Contract if it were in effect on the date of this Agreement, except entry into any contract to replace a Material Contract that Company does not reasonably expect will materially reduce the expected business or economic benefits to, or impose additional material obligations on, Company and its Subsidiaries under such contract;

(f) except as required under applicable law or the terms of any Company Benefit Plan existing as of the date hereof, as applicable: (i) enter into, establish, adopt, amend or terminate any Company Benefit Plan, or any arrangement that would be a Company Benefit Plan if in effect on the date hereof, other than routine administrative amendments that would not materially increase the benefits provided thereunder or the cost thereof to Company and its Subsidiaries, (ii) increase the compensation or benefits payable to any current or former employee, officer, director or individual consultant, other than increases to current employees and officers (w) in connection with a promotion or change in responsibilities permitted under clause (viii) of this Section 5.2(f) and to a level consistent with similarly situated peer employees, (x) in base salary or wages or target annual cash bonus opportunity that is in the ordinary course of business consistent with past practice and with respect to an employee who is not an “executive officer” (as defined in Rule 3b-7 promulgated under the Exchange Act) as set forth on Section 5.2(f)(ii)(x) of the Company Disclosure Schedule, (y) the payment of incentive compensation for completed performance periods based upon corporate performance, the performance of such employee and, if applicable, such employee’s business or (z) changes in health and welfare benefits that are generally applicable to all Company employees in the ordinary course, in each case determined in accordance with the terms of the applicable Company Benefit Plan and in the ordinary course of business consistent with past practice, (iii)

pay or award, or commit to pay or award, any bonuses or incentive compensation to any current or former employee, officer, director or individual consultant, other than contemplated by clause (ii)(z) above, (iv) accelerate the payment, vesting or funding of or under any Company Benefit Plan or of any compensation or benefit, (v) grant to any current or former employee, officer, director or individual consultant any right to reimbursement, indemnification or payment for any Taxes, including any Taxes incurred under Section 409A or 4999 of the Code, (vi) with respect to any Company Benefit Plan, (x) fund any rabbi trust or similar arrangement or in any other way secure the payment of compensation or benefits under any Company Benefit Plan or (y) except as may be required by GAAP, change any actuarial or other assumption used to calculate the funding obligations with respect to such Company Benefit Plan or change the manner in which contributions are made or the basis on which contributions are calculated with respect to such Company Benefit Plan, in each case, except in the ordinary course of business consistent with past practice, (vii) terminate the employment or services of any “executive officer” (as defined in Rule 3b-7 promulgated under the Exchange Act), other than for cause or (viii) hire any employee, or promote any employee to a position of “executive officer” (as defined in Rule 3b-7 promulgated under the Exchange Act);

(g)enter into, establish or adopt any collective bargaining or similar agreement with any union, works council, or other labor organization, or recognize any union, works council, or other labor organization as the representative of any of the employees of Company or any of its Subsidiaries;

(h)settle any material claim, suit, action or proceeding, except for such settlements involving monetary remedies not in excess of \$5,000,000.00 individually or \$10,000,000.00 in the aggregate (in each case excluding payment of any net insurance proceeds) and that would not impose any material restriction on, or create any adverse precedent that would be material to, the business of it or its Subsidiaries or the Surviving Corporation after consummation of the Mergers;

(i)amend its charter, its bylaws or comparable governing documents of its Subsidiaries that are “significant subsidiaries” within the meaning of Rule 1-02 of Regulation S-X of the SEC;

(j)materially restructure or materially change its investment securities, wholesale funding, BOLI or derivatives portfolios or its interest rate exposure, through purchases, sales or otherwise, or the manner in which any such portfolio is classified or reported;

(k)implement or adopt any change in its accounting principles, practices or methods, other than as may be required by GAAP;

(l)enter into any material new line of business or, other than in the ordinary course of business consistent with past practice, change in any material respect its lending, investment, underwriting, risk and asset liability management and other banking and operating, securitization and servicing policies (including any change in the maximum ratio or similar limits as a percentage of its capital exposure applicable with respect to its loan portfolio or any segment thereof), except as required by applicable law, regulation or policies imposed by any Governmental Entity and ordinary course changes to policies or practices in response to changes in the market for similar items;

(m)(i) make, change or revoke any Tax election, (ii) change an annual Tax accounting period, (iii) adopt or change any Tax accounting method, (iv) file any amended Tax Return, (v) enter into any closing agreement with respect to Taxes, (vi) settle any Tax claim, audit, assessment or dispute or surrender any right to claim a refund of Taxes, (vii) initiate any voluntary disclosure with, or request any ruling from, any Governmental Entity or (viii) incur any material amount of Tax outside of the ordinary course of business;

(n)merge or consolidate itself or any of its Subsidiaries with any other person, or restructure, reorganize or completely or partially liquidate or dissolve it or any of its Subsidiaries;

(o)make any loans or extensions of credit, except in the ordinary course of business consistent with past practice, or new loans or extensions of credit in excess of \$150,000,000.00 in a single transaction or renewals of loans or extensions of credit in excess of \$150,000,000.00, in each case, except pursuant to existing commitments;

(p)make application for the opening, relocation or closing of any, or open, relocate or close any, branch or automated banking facility of Company Bank, other than those pending or planned as of the date of this Agreement set forth in Section 5.2(p) of the Company Disclosure Schedule;

(q)incur any capital expenditures or any obligations or liabilities in respect thereof, except (i) as may be required pursuant to any Material Contract, (ii) any other capital expenditures not to exceed \$50,000,000.00 in the aggregate or (iii) capital expenditures necessary for safety and soundness purposes;

(r)make any material adverse change to the security or operation of the IT Assets used in its business or its posted privacy policies, except as required by applicable law;

(s)take any action that is intended or expected to result in any of the conditions to the Merger set forth in Section 7.1 or Section 7.2 not being satisfied;

(t)knowingly take any action (including a business acquisition, sale or other strategic transaction) that would reasonably be expected to prevent, impede or delay the consummation of the transactions contemplated hereby, including the Merger, or impair Company's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby, including the Merger, on a timely basis; or

(u)agree to take, make any commitment to take, or adopt any resolutions of its Board of Directors or similar governing body in support of, any of the actions prohibited by this Section 5.2.

Section 5.3 Parent Forbearances. During the period from the date of this Agreement to the Effective Time or earlier termination of this Agreement, except as set forth in the Parent Disclosure Schedule, as expressly contemplated or permitted by this Agreement or as required by law, Parent shall not, and shall not permit any of its Subsidiaries to, without the prior

written consent of Company (such consent not to be unreasonably withheld, conditioned or delayed):

(a) amend the Constituent Documents of Parent or any of its Subsidiaries in a manner that would impair Parent's or Holdco's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby, including the Merger and the Bank Merger, on a timely basis;

(b) take any action that is intended or expected to result in any of the conditions to the Merger set forth in Section 7.1 or Section 7.2 not being satisfied;

(c) knowingly take any action (including a business acquisition, sale or other strategic transaction) that would reasonably be expected to prevent, materially impede or materially delay the consummation of the transactions contemplated hereby, including the Merger, or materially impair Parent's or Holdco's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby, including the Merger, on a timely basis; or

(d) agree to take, make any commitment to take, or adopt any resolutions of its Board of Directors or similar governing body in support of, any of the actions prohibited by this Section 5.3.

## ARTICLE VI

### ADDITIONAL AGREEMENTS

#### Section 6.1 Regulatory Matters.

(a) Promptly after (and, in any event, within forty-five (45) days of) the date of this Agreement, Company shall prepare and file with the SEC the Proxy Statement. Company shall provide Parent with a reasonable period of time to review the Proxy Statement and any amendments thereto prior to filing and shall reasonably consider any comments from Parent. Company shall use its reasonable best efforts to clear for mailing the preliminary Proxy Statement and, subject to the immediately preceding sentence, Company shall promptly file and distribute to the shareholders of Company any supplement or amendment to the Proxy Statement that Company has reasonably determined, after consultation with outside counsel, is required by applicable law.

(b) The parties hereto shall, and shall cause their respective Subsidiaries to, cooperate and use their reasonable best efforts to (i) take, or cause to be taken, all actions necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, (ii) promptly prepare and file all necessary documentation, to effect all applications, notices, petitions, registrations and any other filings set forth on Annex A (the "Requisite Regulatory Approvals"), and to make such filings within thirty (30) days of the date of this Agreement (subject to the timely receipt by Parent of all necessary information from Company and Company Subsidiaries as Parent may reasonably request for the preparation of such filings), (iii) promptly prepare all documentation (including in response to information requests from Regulatory Agencies and Governmental Entities), and make all

filings, (iv) obtain as promptly as practicable all permits, consents, approvals, waivers and any other authorizations of all third parties, Regulatory Agencies and Governmental Entities (and the expiration or termination of all statutory waiting periods in respect thereof) in each case which are necessary or advisable to consummate the transactions contemplated by this Agreement (including the Mergers) as timely as possible, and (v) comply with the terms and conditions of all such permits, consents, approvals and authorizations of all such Regulatory Agencies and Governmental Entities. Parent and Company shall have the right to review in advance, and, to the extent practicable, each will consult the other on, in each case, subject to applicable laws relating to the exchange of information, all the information relating to Company or Parent, as the case may be, and any of their respective Subsidiaries, which appears in any filing made with, or written materials submitted to, any third party or any Regulatory Agency or Governmental Entity in connection with the transactions contemplated by this Agreement. In exercising the foregoing right, each of the parties hereto shall act reasonably and as promptly as practicable. The parties hereto agree that they will consult with each other with respect to obtaining all permits, consents, approvals and authorizations of all third parties, Regulatory Agencies and Governmental Entities necessary or advisable to consummate the transactions contemplated by this Agreement and each party will keep the other apprised of the status of matters relating to completion of the transactions contemplated in this Agreement, and each party shall consult with the other in advance of any meeting or conference with any Regulatory Agency or Governmental Entity in connection with the transactions contemplated by this Agreement and, to the extent permitted by such Regulatory Agency or Governmental Entity, give the other party and/or its counsel the opportunity to attend and participate in such meetings and conferences; provided, that each party shall promptly advise the other party with respect to substantive matters that are addressed in any meeting or conference with any Regulatory Agency or Governmental Entity in connection with or affecting the transactions contemplated by this Agreement which the other party does not attend or participate in, to the extent permitted by such Regulatory Agency or Governmental Entity and subject to applicable law and Section 9.14.

(c) In furtherance and not in limitation of the foregoing, each party shall use its reasonable best efforts to avoid the entry of, or to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that would restrain, prevent or delay the Closing. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to require Parent, Holdco, Company or their respective Subsidiaries (and Company and its Subsidiaries shall not be permitted without the prior written consent of Parent) to take any action, or commit to take any action, or agree to any condition or restriction, in connection with obtaining the foregoing permits, consents, approvals and authorizations of Governmental Entities and Regulatory Agencies that would have a Material Adverse Effect on Parent and its Subsidiaries, taken as a whole (measured on a pro forma basis after giving effect to the transactions contemplated hereby, including the Merger and the Bank Merger) (a "Materially Burdensome Regulatory Condition").

(d) Parent, Holdco and Company shall, upon request, furnish each other with all information concerning themselves, their Subsidiaries, directors, officers and shareholders and such other matters as may be reasonably necessary or advisable in connection with the Requisite Regulatory Approvals, the Proxy Statement or any other statement, filing, notice or application made by or on behalf of Parent, Holdco and Company or any of their respective Subsidiaries to any Governmental Entity in connection with the Merger, the Bank Merger and the other transactions contemplated by this Agreement.

(e)Parent, Holdco and Company shall promptly advise each other upon receiving any communication from any Governmental Entity whose consent or approval is required for consummation of the transactions contemplated by this Agreement that causes such party to believe that there is a reasonable likelihood that any Requisite Regulatory Approval will not be obtained, or that the receipt of any such approval will be materially delayed.

Section 6.2 Access to Information.

(a)To the extent permitted by applicable laws and as may be reasonable in light of Pandemic Measures, for the purposes of verifying the representations and warranties of Company and preparing for the Merger, the Second Step Merger, the Bank Merger and the other matters contemplated by this Agreement, Company shall, and shall cause each of its Subsidiaries to, afford to the officers, employees, accountants, counsel, advisors and other representatives of Parent and Holdco, access upon prior reasonable notice, during normal business hours during the period prior to the Effective Time, to all its properties, books, contracts, commitments, personnel, information technology systems, and records, and each shall cooperate with Parent and Holdco in preparing to execute after the Effective Time the conversion or consolidation of systems and business operations generally, and, during such period, Company shall, and shall cause its Subsidiaries to, make available to Parent and Holdco (i) a copy of each report, schedule, registration statement and other document filed or received by it during such period pursuant to the requirements of federal securities laws or federal or state banking laws (other than reports or documents that Company is not permitted to disclose in accordance with Section 9.14 or otherwise under applicable law) and (ii) all other information concerning its business, properties, information technology systems and personnel as Parent or Holdco may reasonably request. Parent shall use commercially reasonable efforts to minimize any interference with Company's regular business operations during any such access. Neither Company nor any of its Subsidiaries shall be required to provide access to or to disclose information where such access or disclosure would violate or prejudice the rights of Company's customers, jeopardize the attorney-client privilege of the institution in possession or control of such information (after giving due consideration to the existence of any common interest, joint defense or similar agreement between the parties) or contravene any law, rule, regulation, order, judgment, decree, fiduciary duty or binding agreement entered into prior to the date of this Agreement. The parties hereto will make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply.

(b)Parent and Holdco shall hold all information furnished by or on behalf of Company or any of its Subsidiaries or representatives pursuant to Section 6.2(a) in confidence to the extent required by, and in accordance with, the provisions of the confidentiality letter agreement, dated February 1, 2022, by and between Parent and Company (the "Confidentiality Agreement").

(c)No investigation by any party or their respective representatives shall affect or be deemed to modify or waive the representations and warranties of the other set forth in this Agreement.

(d)Nothing contained in this Agreement shall give either Parent or Company, directly or indirectly, the right to control or direct the operations of the other party prior to the Effective Time. Prior to the Effective Time, each party shall exercise, consistent with the terms



and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

### Section 6.3 Company Shareholder Approval.

(a) Company shall call, give notice of, convene and hold a meeting of its shareholders (the "Company Meeting") as soon as reasonably practicable after the Proxy Statement is mailed (and in no event later than forty (40) days after such mailing) for the purpose of obtaining (a) the Requisite Company Vote required in connection with this Agreement and the Merger, and (b) if so desired and agreed by Parent, a vote upon other matters of the type customarily brought before a meeting of shareholders in connection with the approval of a merger agreement or the transactions contemplated thereby. Company (and its Board of Directors) shall use its reasonable best efforts to obtain from the shareholders of Company the Requisite Company Vote, including by communicating to its shareholders its recommendation (and including such recommendation in the Proxy Statement) that they adopt and approve this Agreement and the transactions contemplated hereby (the "Company Board Recommendation").

(b) Company and its Board of Directors shall not (i) withhold, withdraw, modify or qualify in a manner adverse to the other party the Company Board Recommendation, (ii) fail to make the Company Board Recommendation in the Proxy Statement, (iii) adopt, approve, recommend or endorse an Acquisition Proposal or publicly announce an intention to adopt, approve, recommend or endorse an Acquisition Proposal, (iv) fail to publicly and without qualification (A) recommend against any Acquisition Proposal or (B) reaffirm the Company Board Recommendation within ten (10) business days (or such fewer number of days as remains prior to the Company Meeting after an Acquisition Proposal is made public or any request by the other party to do so) or (v) publicly propose to do any of the foregoing (any of the foregoing described in clauses (i) through (v), a "Recommendation Change").

(c) Notwithstanding anything in this Agreement to the contrary, subject to Section 8.1 and Section 8.2, prior to the receipt of the Requisite Company Vote, the Board of Directors of Company may submit this Agreement to its shareholders without recommendation, in which event the Board of Directors of Company may communicate the basis for its lack of recommendation to its shareholders in the Proxy Statement or an appropriate amendment or supplement thereto to the extent required by law (although the resolutions approving this Agreement as of the date hereof may not be rescinded or amended), if (i)(A) the Board of Directors of Company has received after the date hereof a bona fide Acquisition Proposal which did not result from a breach of Section 6.13(a), which it believes in good faith, after receiving the advice of its outside counsel and its financial advisors, constitutes a Superior Proposal (in which event, subject to compliance with the entirety of this Section 6.3(c) and prior to the receipt of the Requisite Company Vote, the Board of Directors of Company may cause Company to terminate this Agreement pursuant to Section 8.1(g) in order to enter into an Alternative Acquisition Agreement with respect to such Superior Proposal) or (B) an Intervening Event has occurred, and (ii) the Board of Directors of Company, after receiving the advice of its outside counsel and its financial advisors, determines in good faith that failure to take such actions would be inconsistent with its fiduciary duties under applicable law, in each case, if, but only if, (1) Company has complied in all material respects with Section 6.13(a), (2) Company delivers to Parent at least three (3) business days' prior written notice of its intention to take such action, and furnishes to Parent a reasonable description of the events or circumstances giving rise to its determination to

take such action (including, in the event such action is taken in response to an Acquisition Proposal, the identity of the person making such Acquisition Proposal, a copy of the proposed transaction agreement(s) and all other documents relating to such Acquisition Proposal), (3) prior to taking such action, Company negotiates, and causes its financial, legal, and other advisors to negotiate, in good faith with Parent, during the three (3) business day period following Company's delivery of the notice referred to in such sub-clause (2) above (to the extent Parent desires to so negotiate) any revision to the terms of this Agreement that Parent desires to propose, and (4) after the conclusion of such three (3) business day period, the Board of Directors of Company determines in good faith, after giving effect to all of the adjustments or revisions (if any) which may be offered by Parent pursuant to sub-clause (3) above, that, in the case of actions described in clause (i)(A) above, such Acquisition Proposal continues to constitute a Superior Proposal and in case of actions described in either clause (i)(A) or clause (i)(B) above, it nevertheless would be inconsistent with its fiduciary duties under applicable law to make or continue to make the recommendation to the shareholders of Company (it being agreed that, if such actions are being taken in response to an Acquisition Proposal, in the event that, following delivery of the notice referred to in sub-clause (2) above, there is any material revision to the terms of such Acquisition Proposal, including any revision in price or other improvement in economic terms, the three (3) business day period during which the parties agree to negotiate in good faith shall be extended, if applicable, to ensure that at least two (2) business days remain to negotiate subsequent to the time Company notifies Parent of any such material revision (it being understood that there may be multiple extensions)).

(d)Notwithstanding any Recommendation Change, unless this Agreement has been terminated, the Company Meeting shall be convened and this Agreement shall be submitted to the shareholders of Company at such meeting for the purpose of the shareholders of Company considering and voting on approval of this Agreement and any other matters required to be approved by the shareholders of Company in order to consummate the transactions contemplated by this Agreement. Additionally, unless this Agreement has been terminated, Company shall not submit to or for a vote of its shareholders any Acquisition Proposal.

(e)Company shall adjourn or postpone the Company Meeting if (i) as of the date of such meeting there are insufficient shares of Company Common Stock represented (either in person or by proxy) to constitute the quorum necessary to conduct the business of such meeting, (ii) as of the date of such meeting Company has not received proxies representing a sufficient number of shares necessary for the approval of this Agreement by the shareholders of Company, or (iii) required by applicable law in order to ensure that any required supplement or amendment to the Proxy Statement Company was required to provide to its shareholders by applicable law is provided to the holders of Company Common Stock a reasonable amount of time prior to such meeting; provided, that, in the case of clauses (i) and (ii) but not clause (iii), without the prior written consent of Parent, Company shall not adjourn or postpone the Company Meeting for more than seven (7) business days in the case of any individual adjournment or postponement or more than twenty (20) business days in the aggregate.

Section 6.4 Legal Conditions to Merger. Subject in all respects to Section 6.1 of this Agreement, each of Company and Parent shall, and shall cause its Subsidiaries to, use its or their reasonable best efforts (a) to take, or cause to be taken, all actions necessary, proper or advisable to comply promptly with all legal requirements that may be imposed on such party or its Subsidiaries with respect to the Merger and the Bank Merger and, subject to the conditions set

forth in Article VII hereof, to consummate the transactions contemplated by this Agreement and (b) to obtain (and to cooperate with the other party to obtain) any material consent, authorization, order or approval of, or any exemption by, any Regulatory Agency, Governmental Entity and any other third party that is required to be obtained by Company or Parent or any of their respective Subsidiaries in connection with the Merger, the Bank Merger and the other transactions contemplated by this Agreement; provided, that with respect to any such third party consents, in no event shall Company or its Subsidiaries be required to (and, without the consent of Parent, shall not) make or agree to make any payments to any third party, concede or agree to concede anything of monetary or economic value, amend or otherwise modify any contract to which it is a party to or bound or commence, defend or participate in any action, in each case in connection with obtaining such third party consents.

Section 6.5 Stock Exchange Delisting. Company shall cooperate with Parent and use reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under applicable Laws and rules and policies of the New York Stock Exchange to enable the delisting of the Company Common Stock and Company Preferred Stock (other than the Series G Convertible Preferred Stock) from the New York Stock Exchange and the deregistration of the Company Common Stock and such Company Preferred Stock under the Exchange Act as promptly as practicable after the Effective Time. In connection therewith, Company shall promptly provide such information that may be reasonably requested by Parent (including with respect to the holders of such Company Preferred Stock (or depositary shares in respect thereof) to the extent reasonably available). Company shall also provide such other approvals or instructions under the applicable depositary agreements with respect to the Company Preferred Stock that may be reasonably requested by Parent in connection with the transactions contemplated by this Agreement.

#### Section 6.6 Employee Benefit Plans.

(a) During the period commencing at the Effective Time and ending on the earlier of (x) the first anniversary of the Effective Time and (y) December 31, 2023 (the "Continuation Period"), Parent shall cause the Surviving Corporation to provide (i) each employee of Company or any of its Subsidiaries as of the Effective Time who remains employed by Parent or any of its affiliates (including the Surviving Corporation and its Subsidiaries) following the Effective Time (a "Continuing Employee") with an annual base salary or base wage rate and a target annual cash bonus opportunity that are, in each case, no less than that provided to such employee by Company and its Subsidiaries immediately prior to the Effective Time, (ii) each Continuing Employee with an annual long-term equity-based incentive opportunity (excluding any merit, transaction-related, retention, recognition, discretionary or other one-time or special grant or award) that is substantially comparable to that provided to such employees by Company and Subsidiaries immediately prior to the Effective Time and (iii) the Continuing Employees with other employee benefits (excluding deferred compensation, change-in-control, retention or transaction-related benefits and defined benefit pension and post-retirement welfare benefits) that are substantially comparable in the aggregate to those (subject to the same exclusions as the foregoing) provided to such employees by Company and its Subsidiaries immediately prior to the Effective Time. During the Continuation Period (and, for such longer period, to the extent required by the terms of the applicable Company Benefit Plan), Parent shall continue to maintain or cause to be maintained, without amendment, Company's severance policies and plans applicable to Continuing Employees immediately prior to the

Effective Time as set forth on Section 6.6(a) of the Company Disclosure Schedule (the “Company Severance Plans”), and shall provide, or cause to be provided, to each Continuing Employee whose employment is terminated during the Continuation Period without “cause”, as such term is defined or concept is used for purposes of the applicable Company Severance Plan, or who otherwise experiences a severance-qualifying termination under the applicable Company Severance Plan, with the severance benefits specified in the applicable Company Severance Plan.

(b) With respect to any employee benefit plans of Parent or its Subsidiaries in which any employees of Company or its Subsidiaries become eligible to participate on or after the Effective Time (the “New Plans”), Parent shall or shall cause the Surviving Corporation to: (i) use commercially reasonable efforts to (A) waive all pre-existing condition limitations, exclusions and waiting periods with respect to participation and coverage requirements applicable to each such employee and his or her eligible dependents under any New Plans, except to the extent such pre-existing condition limitations, exclusions or waiting periods would apply under the analogous Company Benefit Plan, and (B) provide each such employee and his or her eligible dependents with credit for the plan year in which the Effective Time occurs for any co-payments or deductibles paid prior to the Effective Time under a Company Benefit Plan (to the same extent that such credit was given under the analogous Company Benefit Plan prior to the Effective Time) in satisfying any applicable deductible or out-of-pocket requirements under any New Plans for the plan year in which the Effective Time occurs; and (ii) recognize all service of each such employee with Company and its Subsidiaries (and their respective predecessors, if applicable) for purposes of vesting under and eligibility to participate in each applicable New Plan; provided, that the foregoing service recognition shall not apply (A) to the extent it would result in duplication of benefits for the same period of services, (B) for purposes of any defined benefit pension plan or benefit plan that provides retiree welfare benefits, (C) for newly-established employee benefit plans sponsored or maintained by Parent or any of its affiliates for which similarly-situated employees of Parent and its affiliates do not receive past service credit, (D) where such period of service was not recognized or credited with Company and its Subsidiaries prior to the Effective Time, or (E) to any benefit plan that is a frozen plan or provides grandfathered benefits.

(c) If requested by Parent in writing at least ten (10) business days prior to the Closing Date, Company shall cause any 401(k) plan sponsored or maintained by Company or any of its affiliates (each, a “Company 401(k) Plan”) to be terminated effective immediately prior to the Closing Date and contingent upon the occurrence of the Closing. In the event that Parent requests that any Company 401(k) Plan be terminated, (i) Company shall provide Parent with evidence that such plan has been terminated (the form and substance of which shall be subject to reasonable review and comment by Parent) not later than the day immediately preceding the Closing Date and (ii) prior to the Closing Date and thereafter (as applicable), Company and Parent shall take any and all action as may be required, including amendments to each Company 401(k) Plan and/or the corresponding 401(k) plan sponsored or maintained by Parent or one of its Subsidiaries (the “Parent 401(k) Plan”), to permit each Continuing Employee to make rollover contributions of “eligible rollover distributions” (within the meaning of Section 401(a)(31) of the Code, including of loans) in cash or notes (in the case of loans) in an amount equal to the eligible rollover distribution portion of the account balance distributable to such Continuing Employee from such Company 401(k) Plan to the corresponding Parent 401(k) Plan upon receipt of a favorable IRS determination letter with respect to the termination of such Company 401(k) Plan. If Parent requests termination of the Company 401(k) Plan prior to the

Effective Time, the Continuing Employees shall be eligible to participate, effective as of the Effective Time, in the Parent 401(k) Plan and, for the avoidance of doubt, would be eligible to receive the same employer matching contributions as provided to participants in the Parent 401(k) Plan generally (in each case subject to the terms and conditions of such Parent 401(k) Plan).

(d)Parent hereby acknowledges that the transactions contemplated by this Agreement shall constitute a “change in control,” “change of control” or term or concept of similar import of Company and its Subsidiaries under the terms of the Company Benefit Plans. From and after the Effective Time, Parent and the Surviving Corporation shall honor all obligations and rights under the Company Benefit Plans in accordance with their terms (provided, however, that Parent shall maintain the Company Benefit Plans listed on Section 6.6(d) of the Company Disclosure Schedule, in each case, for the period set forth on Section 6.6(d) of the Company Disclosure Schedule and in accordance with the terms of each such Company Benefit Plan as in effect immediately prior to the Effective Time).

(e)Nothing in this Agreement shall confer upon any current or former employee, officer, director, individual independent contractor or consultant of Company or any of its Subsidiaries or affiliates any right to employment or service or to continue in the employ or service of the Surviving Corporation, Company, or any Subsidiary or affiliate thereof, or shall interfere with or restrict in any way the rights of the Surviving Corporation, Company, Parent or any Subsidiary or affiliate thereof to discharge or terminate the services of any employee, officer, director or consultant of Company or any of its Subsidiaries or affiliates at any time for any reason whatsoever, with or without cause. Nothing in this Agreement shall be deemed to (i) establish, amend or modify any Company Benefit Plan, New Plan or any other benefit or employment plan, program, agreement or arrangement or (ii) alter or limit the ability of the Surviving Corporation or any of its Subsidiaries or affiliates to amend, modify or terminate any particular Company Benefit Plan, New Plan or any other benefit or employment plan, program, agreement or arrangement after the Effective Time. Without limiting the generality of the final sentence of Section 9.11 and subject, in all respects, to the rights given to holders of Company Equity Awards as set forth in the third sentence of Section 9.11, nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, including any current or former employee, officer, director or consultant of Company or any of its Subsidiaries or affiliates, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

#### Section 6.7 Indemnification; Directors’ and Officers’ Insurance.

(a)From and after the Effective Time, Parent shall cause the Surviving Corporation to indemnify and hold harmless and advance expenses as incurred, in each case, to the fullest extent permitted by applicable law, the Company Charter, the Company Bylaws and the governing or organizational documents of any Company Subsidiary, each present and former director, officer or employee of Company or any of its Subsidiaries (in each case, when acting in such capacity) (collectively, the “Company Indemnified Parties”) against any costs or expenses (including reasonable attorneys’ fees), judgments, fines, losses, damages or liabilities incurred in connection with any threatened or actual claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, whether arising before or after the Effective Time, arising out of, or pertaining to, the fact that such person is or was a director, officer or employee

of Company or any of its Subsidiaries or is or was serving at the request of Company or any of its Subsidiaries as a director or officer of another person and pertaining to matters, acts or omissions existing or occurring at or prior to the Effective Time, including matters, acts or omissions occurring in connection with the approval of this Agreement and the transactions contemplated by this Agreement; provided, that in the case of advancement of expenses, any Company Indemnified Party to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately determined that such Company Indemnified Party is not entitled to indemnification. The Surviving Corporation shall reasonably cooperate with the Company Indemnified Parties, and the Company Indemnified Parties shall reasonably cooperate with the Surviving Corporation, in the defense of any such claim, action, suit, proceeding or investigation. Without limiting the indemnification and other rights provided in this clause (a), all rights to indemnification and all limitations on liability existing in favor of the Company Indemnified Parties as provided in any indemnification agreement in existence on the date of this Agreement shall survive the Merger and shall continue in full force and effect to the fullest extent permitted by law, and shall be honored by the Surviving Corporation and its Subsidiaries or their respective successors as if they were the indemnifying party thereunder, without any amendment thereto.

(b) For a period of six (6) years after the Effective Time, the Surviving Corporation shall cause to be maintained in effect the current policies of directors' and officers' liability insurance maintained by Company (provided, that the Surviving Corporation may substitute therefor policies with a substantially comparable insurer of at least the same coverage and amounts containing terms and conditions that are no less advantageous to the Company Indemnified Parties) with respect to claims against the present and former officers and directors of Company or any of its Subsidiaries arising from facts or events which occurred at or before the Effective Time (including the approval of the transactions contemplated by this Agreement); provided, however, that the Surviving Corporation shall not be obligated to expend, on an annual basis, an amount in excess of 300% of the current annual premium paid as of the date hereof by Company for such insurance (the "Premium Cap"), and if such premiums for such insurance would at any time exceed the Premium Cap, then the Surviving Corporation shall cause to be maintained policies of insurance which, in the Surviving Corporation's good faith determination, provide the maximum coverage available at an annual premium equal to the Premium Cap. In lieu of the foregoing, Parent (or Company, in consultation with, but only upon the consent, of Parent) may (and at the request of Parent, Company shall use its reasonable best efforts to) obtain at or prior to the Effective Time a six (6)-year "tail" policy under Company's existing directors' and officers' insurance policy providing equivalent coverage to that described in the preceding sentence if and to the extent that the same may be obtained for an amount that, in the aggregate, does not exceed the Premium Cap.

(c) The obligations of the Surviving Corporation under this Section 6.7 shall not be terminated or modified after the Effective Time in a manner so as to adversely affect any Company Indemnified Party or any other person entitled to the benefit of this Section 6.7 without the prior written consent of the affected Company Indemnified Party or affected person.

(d) The provisions of this Section 6.7 shall survive the Effective Time and are intended to be for the benefit of, and shall be enforceable by, each Company Indemnified Party and his or her heirs and representatives. If the Surviving Corporation, or any of its successors or assigns, consolidates with or merges into any other entity and is not the continuing or surviving entity of such consolidation or merger, transfers all or substantially all its assets or deposits to

any other entity or engages in any similar transaction, then in each case, the Surviving Corporation will cause proper provision to be made so that the successors and assigns of the Surviving Corporation will expressly assume the obligations set forth in this Section 6.7.

Section 6.8 Additional Agreements. In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement (including any merger between a Subsidiary of Parent, on the one hand, and a Subsidiary of Company, on the other hand) or to vest the Surviving Corporation with full title to all properties, assets, rights, approvals, immunities and franchises of any of the parties to the Merger, the Second Step Merger or Bank Merger, the proper officers and directors of each party to this Agreement and their respective Subsidiaries shall take all such necessary action as may be reasonably requested by Parent.

Section 6.9 Advice of Changes. Each of Parent and Company shall promptly advise the other of any effect, fact, change, event, circumstance, condition, occurrence or development (i) that has had or would have, either individually or in the aggregate, a Material Adverse Effect on such first party or (ii) that such first party believes would or would reasonably be expected to cause or constitute a material breach of any of its representations, warranties, obligations, covenants or agreements contained in this Agreement or that reasonably could be expected to give rise, individually or in the aggregate, to the failure of a condition in Article VII; provided, that any failure to give notice in accordance with the foregoing with respect to any breach shall not be deemed to constitute a violation of this Section 6.9, provide a basis for terminating this Agreement or constitute the failure of any condition set forth in Section 7.2 or Section 7.3 to be satisfied, or otherwise constitute a breach of this Agreement by the party failing to give such notice, in each case unless the underlying breach would independently result in a failure of the conditions set forth in Section 7.2 or Section 7.3 to be satisfied; and provided, further, that the delivery of any notice pursuant to this Section 6.9 shall not cure any breach of, or noncompliance with, any other provision of this Agreement or limit the remedies available to the party receiving such notice.

Section 6.10 Shareholder Litigation. Each party shall give the other party prompt notice of any shareholder litigation against such party or its directors or officers relating to the transactions contemplated by this Agreement. Company shall (i) give Parent the opportunity to participate (at Parent's expense) in the defense or settlement of any such litigation, (ii) give Parent a reasonable opportunity to review and comment on all filings or responses to be made by Company in connection with any such litigation, and will in good faith take such comments into account and (iii) not agree to settle any such litigation without Parent's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, that Parent shall not be obligated to consent to any settlement which does not include a full release of Parent and its affiliates or which imposes an injunction or other equitable relief after the Effective Time upon the Surviving Corporation or any of its affiliates.

Section 6.11 Commitments to the Community. Prior to the Closing Date, Company shall establish a new charitable foundation incorporating the name "TD" or "Toronto-Dominion" (with such name to be selected by Parent) (the "New Foundation") under the laws of the State of Delaware, focused on community support in the Memphis, Tennessee metro area and the other markets in which Falcon Bank operates as of the date hereof, subject to the guidelines and requirements set forth in Annex B. The initial bylaws of the New Foundation shall be

consistent with Annex B in a form to be mutually agreed by Company and Parent (each acting reasonably); provided, that any changes to such bylaws shall require the prior approval of Parent. The New Foundation shall provide Parent with reports periodically (but not less than semi-annually) regarding the New Foundation's activities, contributions and grants (including the identity of the recipients thereof). Company hereby commits to contribute to the New Foundation an amount in cash equal to \$40,000,000. Such contribution will be made by the Surviving Corporation on the Closing Date (and immediately following the Merger). Prior to the Closing, Company will not amend, supplement or modify the bylaws or other organizational documents of Company's existing foundations without the prior written consent of Parent. The Surviving Corporation, as the sole member of the existing foundations, will have the right to replace directors or trustees of Company's existing foundations. Except for the New Foundation, prior to the Closing, Company shall not, and shall not permit any of its subsidiaries to, establish any other charitable foundations.

Section 6.12 Operations of Parent Bank. Parent intends to maintain significant business, employment and community engagement in the Memphis, Tennessee metro area following the Closing.

Section 6.13 Acquisition Proposals.

(a) Company shall not, and shall cause its Subsidiaries not to, and shall use its reasonable best efforts to cause its and their officers, directors, employees, agents, advisors and representatives (collectively, "Representatives") not to, directly or indirectly, initiate, solicit, knowingly encourage or knowingly facilitate any inquiries or proposals with respect to any Acquisition Proposal, engage or participate in any negotiations with any person concerning any Acquisition Proposal, provide any confidential or nonpublic information or data to, or have or participate in any discussions with, any person relating to any Acquisition Proposal (except to notify a person that has made or, to the knowledge of such party, is making any inquiries with respect to, or is considering making, an Acquisition Proposal, of the existence of the provisions of this Section 6.13) or unless this Agreement has been terminated in accordance with its terms, approve or enter into any term sheet, letter of intent, commitment, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement or other similar agreement (whether written or oral, binding or nonbinding) (other than an Acceptable Confidentiality Agreement entered into in accordance with this Section 6.13) in connection with or relating to any Acquisition Proposal (any such agreement, an "Alternative Acquisition Agreement"). Notwithstanding the foregoing, in the event that after the date of this Agreement and prior to the receipt of the Requisite Company Vote, Company receives an unsolicited *bona fide* written Acquisition Proposal that did not result from or arise in connection with a breach of this Section 6.13(a), Company may, and may permit its Subsidiaries and its and its Subsidiaries' Representatives to, furnish or cause to be furnished confidential or nonpublic information or data and participate in such negotiations or discussions with the person making the Acquisition Proposal if the Board of Directors of Company concludes in good faith (after receiving the advice of its outside counsel, and with respect to financial matters, its financial advisors) that failure to take such actions would be inconsistent with its fiduciary duties under applicable law; provided, that, prior to furnishing any confidential or nonpublic information permitted to be provided pursuant to this sentence, Company shall have provided such information to Parent and shall have entered into a confidentiality agreement with the person making such Acquisition Proposal on terms no less favorable to Company than the Confidentiality Agreement



("Acceptable Confidentiality Agreement"), which confidentiality agreement shall not provide such person with any exclusive right to negotiate with Company. Company will, and will cause its Representatives to, immediately cease and cause to be terminated any activities, discussions, or negotiations conducted before the date of this Agreement with any person other than Parent with respect to any Acquisition Proposal. Company will promptly (within twenty-four (24) hours) advise Parent following receipt of any Acquisition Proposal or any inquiry which could reasonably be expected to lead to an Acquisition Proposal and the substance thereof (including the material terms and conditions of and the identity of the person making such inquiry or Acquisition Proposal), will provide Parent with an unredacted copy of any such Acquisition Proposal and any draft agreements, proposals or other materials received in connection with any such inquiry or Acquisition Proposal, and will keep Parent apprised of any related developments, discussions and negotiations on a current basis, including any amendments to or revisions of the material terms of such inquiry or Acquisition Proposal. Company shall use its reasonable best efforts to enforce any existing confidentiality or standstill agreements to which it or any of its Subsidiaries is a party in accordance with the terms thereof.

(b)As used in this Agreement, "Acquisition Proposal" shall mean, other than the transactions contemplated by this Agreement, any offer, proposal or inquiry relating to, or any third-party indication of interest in, (i) any acquisition or purchase, direct or indirect, of twenty-five percent (25%) or more of the consolidated assets of Company and its Subsidiaries or twenty-five percent (25%) or more of any class of equity or voting securities of Company or its Subsidiaries whose assets, individually or in the aggregate, constitute twenty-five percent (25%) or more of the consolidated assets of Company, (ii) any tender offer (including a self-tender offer) or exchange offer that, if consummated, would result in such third party beneficially owning twenty-five percent (25%) or more of any class of equity or voting securities of Company or its Subsidiaries whose assets, individually or in the aggregate, constitute twenty-five percent (25%) or more of the consolidated assets of Company or (iii) a merger, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving Company or its Subsidiaries whose assets, individually or in the aggregate, constitute twenty-five percent (25%) or more of the consolidated assets of Company.

(c)As used in this Agreement, "Superior Proposal" means a *bona fide* written Acquisition Proposal that the Board of Directors of Company determines, in good faith, after taking into account all legal, financial, regulatory and other aspects of such proposal (including the amount, form and timing of payment of consideration, the financing thereof, any associated break-up or termination fees, including those provided for in this Agreement, expense reimbursement provisions and all conditions to consummation) and the person making the proposal, and after consulting with its financial advisor (which shall be a nationally recognized investment banking firm) and outside legal counsel, is (i) more favorable from a financial point of view to Company's shareholders than the transactions contemplated by this Agreement (taking into account any proposal by Parent to amend the terms of this Agreement pursuant to Section 6.3(c)) and (ii) reasonably likely to be timely consummated on the terms set forth therein; provided, however, that for purposes of this definition of Superior Proposal, references to "twenty-five percent (25%)" in the definition of Acquisition Proposal shall be deemed to be references to "fifty percent (50%)."

(d) Nothing contained in this Agreement shall prevent Company or its Board of Directors from complying with Rule 14d-9 and Rule 14e-2 under the Exchange Act or Item 1012(a) of Regulation M-A with respect to an Acquisition Proposal or from making any legally required disclosure to Company's shareholders; provided, that such rules will in no way eliminate or modify the effect that any action pursuant to such rules would otherwise have under this Agreement.

Section 6.14 Public Announcements. Company and Parent agree that the initial press release with respect to the execution and delivery of this Agreement shall be a release mutually agreed to by the parties and that, to the extent practicable, subsequent releases shall be mutually agreed. Thereafter, each of the parties agrees that no public release or announcement or statement concerning this Agreement or the transactions contemplated hereby shall be issued by any party without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), except (i) as required by applicable law or the rules or regulations of any applicable Governmental Entity or stock exchange to which the relevant party is subject, in which case the party required to make the release or announcement shall consult with the other party about, and allow the other party reasonable time to comment on, such release or announcement in advance of such issuance or (ii) for such releases, announcements or statements that are consistent with other such releases, announcement or statements made after the date of this Agreement in compliance with this Section 6.14. Parent shall consult in good faith with Company on communications with community groups relating to the transactions contemplated hereby, which communications shall be led by Parent with such assistance from Company as may be reasonably requested.

Section 6.15 Change of Method. Parent shall be empowered, at any time prior to the Effective Time, to change the method or structure of effecting the combination of Company and Parent (including the provisions of Article I), and, if and to the extent requested by Parent, Company shall agree to enter into such amendments to this Agreement as Parent may reasonably request in order to give effect to such restructuring; provided, however, that no such change shall (i) alter or change the Merger Consideration, (ii) reasonably be expected (in the sole discretion of Parent exercised in good faith) to have a non-de minimis adverse tax or other economic consequence to Company or any of its Subsidiaries as compared to the method or structure of effecting such combination as reflected herein, (iii) require a vote by or approval of the holders of Company Common Stock or (iv) materially impede or delay the consummation of the transactions contemplated by this Agreement in a timely manner. The parties agree to reflect any such change in an appropriate amendment to this Agreement executed by both parties in accordance with Section 9.1.

Section 6.16 Takeover Statutes. Neither Company nor its Board of Directors shall take any action that would cause any Takeover Statute to become applicable to this Agreement, the Merger, the Second Step Merger, the Bank Merger or any of the other transactions contemplated hereby, and each shall take all necessary steps to exempt (or ensure the continued exemption of) the Merger, the Second Step Merger, the Bank Merger and the other transactions contemplated hereby from any applicable Takeover Statute now or hereafter in effect. If any Takeover Statute may become, or may purport to be, applicable to the transactions contemplated hereby, each party and the members of their respective board of directors will grant such approvals and take such actions within its control as are necessary so that the transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms

contemplated hereby and otherwise act to eliminate or minimize the effects of any Takeover Statute on any of the transactions contemplated by this Agreement, including, if necessary, challenging the validity or applicability of any such Takeover Statute.

Section 6.17 Treatment of Company Indebtedness. In connection with the Second Step Merger and/or Bank Merger, the due and punctual performance and observance of the covenants to be performed by Company or Company Bank, as applicable, under the indentures set forth on Section 6.17 of the Company Disclosure Schedule shall be assumed, as applicable, by Holdco (in connection with the Second Step Merger or, at Parent's election, in connection with the Bank Merger, if the Bank Merger occurs prior to the Second Step Merger (if any)) or Parent Bank (in connection with the Bank Merger), along with the due and punctual payment of the principal of (and premium, if any) and interest on, the notes governed thereby (or, if permitted pursuant to the terms thereof, at Parent's election, retained by the Surviving Corporation). In connection therewith, prior to the Effective Time, Company, Parent and Holdco shall cooperate and use reasonable best efforts to execute and deliver any supplemental indentures, officer's certificates or other documents, and the parties hereto shall cooperate and use reasonable best efforts to provide any opinion of counsel to the trustee thereof, required to make such assumption effective as of the Second Step Effective Time or effective time of the Bank Merger, as applicable.

Section 6.18 Exemption from Liability Under Section 16(b). Prior to the Effective Time, Parent and Company shall each take such steps as may be necessary or appropriate to cause any disposition of shares of Company Common Stock, shares of Company Preferred Stock or conversion of any derivative securities in respect of such shares of Company Common Stock or Company Preferred Stock in connection with the consummation of the transactions contemplated by this Agreement to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 6.19 Dividend Reinvestment. Company shall take all necessary action to terminate any dividend reinvestment plans and stock purchase plans effective as soon as possible after the date of this Agreement (taking into account any Company dividends that have been declared but not yet paid as of the date hereof). In addition, upon the effective termination of any dividend reinvestment plan, each participant's account will continue to be maintained with Company's transfer agent in accordance with the terms of such plan.

Section 6.20 Advisory Contract Consents. Company shall cause each Company Advisory Subsidiary to use reasonable best efforts to send to each Advisory Client (as defined below) a consent request (which consent request, to the extent permitted under applicable law and the applicable advisory contract, shall be in the form of a negative consent request) to assignment of the applicable contract for investment services provided in its capacity as an Company Advisory Subsidiary to any person (each such person, an "Advisory Client" and such each contract, an "Advisory Contract"), to the extent required by law, which request shall be sent in a reasonably timely manner following the date hereof. Company agrees to cause each to use

reasonable best efforts to obtain the consents of each Advisory Client to any assignment of the applicable Advisory Contract, to take effect upon the Closing.

## ARTICLE VII

### CONDITIONS PRECEDENT

Section 7.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of the parties to effect the Merger shall be subject to the satisfaction at or prior to the Effective Time of the following conditions:

(a) Shareholder Approval. The Requisite Company Vote shall have been obtained.

(b) Regulatory Approvals. (i) The Requisite Regulatory Approvals shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired or been terminated and (ii) no such Requisite Regulatory Approval shall have resulted in the imposition of any Materially Burdensome Regulatory Condition.

(c) No Injunctions or Restraints; Illegality. No order, injunction or decree issued by any court or Governmental Entity of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Mergers or any of the other transactions contemplated by this Agreement shall be in effect. No law, statute, rule, regulation, order, injunction or decree shall have been enacted, entered, promulgated or enforced by any Governmental Entity which prohibits or makes illegal consummation of the Mergers or any of the other transactions contemplated by this Agreement.

Section 7.2 Conditions to Obligations of Parent Parties. The obligation of Parent Parties to effect the Merger is also subject to the satisfaction, or waiver by Parent Parties, at or prior to the Effective Time, of the following conditions:

(a) Representations and Warranties. The representations and warranties of Company set forth in Section 3.2(a), and Section 3.8(a) (in each case after giving effect to the lead-in to Article III) shall be true and correct (other than, in the case of Section 3.2(a), such failures to be true and correct as are *de minimis*), in each case, as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such earlier date), and the representations and warranties of Company set forth in Section 3.1(a), Section 3.1(b) (but only with respect to Company Bank), Section 3.2(b) (but only with respect to Company Bank) and Section 3.3(a) (in each case, after giving effect to the lead-in to Article III) shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such earlier date). All other representations and warranties of Company set forth in this Agreement (read without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties but, in each case, after giving effect to the lead-in to Article III) shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and

warranties speak as of an earlier date, in which case as of such earlier date); provided, however, that for purposes of this sentence, such representations and warranties shall be deemed to be true and correct unless the failure or failures of such representations and warranties to be so true and correct, either individually or in the aggregate, and without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties, has had or would have a Material Adverse Effect on Company or the Surviving Corporation. Parent shall have received a certificate dated as of the Closing Date and signed on behalf of Company by the Chief Executive Officer or the Chief Financial Officer of Company to the foregoing effect.

(b)Performance of Obligations of Company. Company shall have performed in all material respects the obligations, covenants and agreements required to be performed by it under this Agreement at or prior to the Closing Date, and Parent shall have received a certificate dated as of the Closing Date and signed on behalf of Company by the Chief Executive Officer or the Chief Financial Officer of Company to such effect.

Section 7.3 Conditions to Obligations of Company. The obligation of Company to effect the Merger is also subject to the satisfaction, or waiver by Company, at or prior to the Effective Time, of the following conditions:

(a)Representations and Warranties. The representations and warranties of Parent Parties set forth in Section 4.1 and Section 4.3(a) (in each case, after giving effect to the lead-in to Article IV) shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such earlier date). All other representations and warranties of Parent Parties set forth in this Agreement (read without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties but, in each case, after giving effect to the lead-in to Article IV) shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such earlier date); provided, however, that for purposes of this sentence, such representations and warranties shall be deemed to be true and correct unless the failure or failures of such representations and warranties to be so true and correct, either individually or in the aggregate, and without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties, has had or would have a Material Adverse Effect on Parent. Company shall have received a certificate dated as of the Closing Date and signed on behalf of Parent by the Chief Executive Officer or the Chief Financial Officer of Parent to the foregoing effect.

(b)Performance of Obligations of Parent Parties. Each Parent Party shall have performed in all material respects the obligations, covenants and agreements required to be performed by it under this Agreement at or prior to the Closing Date, and Company shall have received a certificate dated as of the Closing Date and signed on behalf of Parent by the Chief Executive Officer or the Chief Financial Officer of Parent.

## ARTICLE VIII

### TERMINATION AND AMENDMENT

Section 8.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after receipt of the Requisite Company Vote:

(a) by mutual written consent of Parent and Company;

(b) by either Parent or Company if any Governmental Entity that must grant a Requisite Regulatory Approval has denied approval of the Merger, the Second Step Merger or the Bank Merger and such denial has become final and nonappealable or any Governmental Entity of competent jurisdiction shall have issued a final and nonappealable order, injunction, decree or other legal restraint or prohibition permanently enjoining or otherwise prohibiting or making illegal the consummation of the Merger, the Second Step Merger or the Bank Merger, unless the failure to obtain a Requisite Regulatory Approval shall be due to the failure of the party seeking to terminate this Agreement to perform or observe the obligations, covenants and agreements of such party set forth herein;

(c) by either Parent or Company if the Merger shall not have been consummated on or before the twelve (12) month anniversary of the date of this Agreement (the "Termination Date"), unless the failure of the Closing to occur by such date shall be due to the failure of the party seeking to terminate this Agreement to perform or observe the obligations, covenants and agreements of such party set forth herein; provided, that, at the option of either party (if such party would be permitted to terminate this Agreement pursuant to this Section 8.1(c)), the Termination Date may be extended, by giving written notice to the other party, for one three (3)-month period if the Requisite Regulatory Approvals have not yet been obtained;

(d) by either Parent or Company (provided, that the terminating party is not then in material breach of any representation, warranty, obligation, covenant or other agreement contained herein) if there shall have been a breach of any of the obligations, covenants or agreements or any of the representations or warranties (or any such representation or warranty shall cease to be true) set forth in this Agreement on the part of Company, in the case of a termination by Parent, or Parent, in the case of a termination by Company, which breach or failure to be true, either individually or in the aggregate with all other breaches by such party (or failures of such representations or warranties to be true), would constitute, if occurring or continuing on the Closing Date, the failure of a condition set forth in Section 7.2, in the case of a termination by Parent, or Section 7.3, in the case of a termination by Company, and which is not cured within forty-five (45) days following written notice to Company, in the case of a termination by Parent, or Parent, in the case of a termination by Company, or by its nature or timing cannot be cured during such period (or such fewer days as remain prior to the Termination Date);

(e) by Parent, if (i) Company or the Board of Directors of Company shall have made a Recommendation Change or (ii) Company or the Board of Directors of Company shall have willfully breached its obligations under Section 6.3 or Section 6.12 in any material respect;

(f) by either Company or Parent, if the Requisite Company Vote shall not have been obtained upon a vote thereon taken at the Company Meeting (including any adjournment or postponement thereof); or

(g) prior to the time the Requisite Company Vote is obtained, by Company in order to enter into an Alternative Acquisition Agreement with respect to a Superior Proposal if the Board of Directors of Company authorizes Company to enter into an Alternative Acquisition Agreement in response to a Superior Proposal, to the extent permitted by and in accordance with Section 6.3; provided, that concurrently with such termination, Company pays, or causes to be paid, to Parent, in immediately available funds the Termination Fee pursuant to Section 8.2.

(h)(i) by the Company, if Parent shall not have paid to the Company the Series G Convertible Preferred Stock Payment within five (5) business days of the date the Articles of Amendment (as defined in the Series G Convertible Preferred Stock Purchase Agreement) have become effective, with the filing thereof accepted by the Secretary of State of the State of Tennessee or (ii) by Parent, if the Company has not filed the Articles of Amendment (as defined in the Series G Convertible Preferred Stock Purchase Agreement) with the Secretary of State of the State of Tennessee (and such filing has not become effective) within five (5) business days of the date hereof, in each case pursuant to the Series G Convertible Preferred Stock Purchase Agreement.

The party desiring to terminate this Agreement pursuant to this Section 8.1 (other than clause (a)) shall give written notice of such termination to the other party in accordance with Section 9.5, specifying the provision or provisions hereof pursuant to which such termination is effected.

#### Section 8.2 Effect of Termination.

(a) In the event of termination of this Agreement by either Parent or Company as provided in Section 8.1, this Agreement shall forthwith become void and have no effect, and none of Parent, Holdco, Company, any of their respective Subsidiaries or any of the officers or directors of any of them shall have any liability of any nature whatsoever hereunder, or in connection with the transactions contemplated hereby, except that (i) Section 6.2(b) (*Confidentiality*), Section 6.14 (*Public Announcements*), this Section 8.2 and Article IX (other than Section 9.12) shall survive any termination of this Agreement and (ii) notwithstanding anything to the contrary contained in this Agreement, neither Parent nor Company shall be relieved or released from any liabilities or damages arising out of its fraud or its willful and material breach of any provision of this Agreement. "Willful and material breach" shall mean a material breach of, or material failure to perform any of the covenants or other agreements contained in, this Agreement that is a consequence of an act or failure to act by the breaching or non-performing party with actual knowledge that such party's act or failure to act would, or would reasonably be expected to, result in or constitute such breach of or such failure of performance under this Agreement.

(b) In the event that after the date of this Agreement and prior to the termination of this Agreement, a *bona fide* Acquisition Proposal shall have been communicated to or otherwise made known to the Board of Directors of Company or senior management of Company or shall have been made directly to the shareholders of Company or any person shall

have publicly announced (and not withdrawn at least two (2) business days prior to the Company Meeting) an Acquisition Proposal, in each case, with respect to Company, and (A)(x) thereafter this Agreement is terminated by either Parent or Company pursuant to Section 8.1(c) without the Requisite Company Vote having been obtained (and all other conditions set forth in Section 7.1 and Section 7.3 were satisfied or were capable of being satisfied prior to such termination) or (y) thereafter this Agreement is terminated by Parent pursuant to Section 8.1(d) as a result of a willful and material breach or (z) thereafter this Agreement is terminated by Company or Parent pursuant to Section 8.1(f) and (B) prior to the date that is twelve (12) months after the date of such termination, Company enters into a definitive agreement or consummates a transaction with respect to an Acquisition Proposal (whether or not the same Acquisition Proposal as that referred to above), then Company shall, on the earlier of the date it enters into such definitive agreement and the date of consummation of such transaction, pay Parent, by wire transfer of same-day funds, a fee equal to \$435,500,000 (the “Termination Fee”); provided, the Termination Fee shall be reduced by an amount equal to the difference between (1) the aggregate proceeds to be received (upon consummation of a Superior Proposal) by Parent with respect to the shares of Company Common Stock resulting from the conversion of the Series G Convertible Preferred Stock held by Parent and (2) \$493,569,450; provided, further that for purposes of this Section 8.2(b), all references in the definition of Acquisition Proposal to “twenty-five percent (25%)” shall instead refer to “fifty percent (50%)”.

(c) In the event that this Agreement is terminated by Parent pursuant to Section 8.1(e), then Company shall pay Parent, by wire transfer of same-day funds, the Termination Fee within two (2) business days of the date of termination.

(d) In the event that this Agreement is terminated by Company pursuant to Section 8.1(g), then Company shall pay Parent, by wire transfer of same-day funds, the Termination Fee concurrently with such termination.

(e) Notwithstanding anything to the contrary in this Agreement, but without limiting the right of any party to recover liabilities or damages arising out of the other party’s fraud or willful and material breach of any provision of this Agreement, in no event shall Company be required to pay the Termination Fee more than once. The payment of the Termination Fee as set forth above shall be consideration for the disposition by Parent of its rights under this Agreement

(f) If this Agreement is terminated (1) by Company or Parent pursuant to Section 8.1(b) in the event of any final nonappealable order, injunction, decree or other legal restraint relating to Company or its affiliates and not a Requisite Regulatory Approval; (2) by Company or Parent pursuant to Section 8.1(f) or (3) by Parent pursuant to Section 8.1(h), then no later than two (2) business days after submission of documentation therefor, Company shall pay Parent an amount equal to \$25,000,000 to reimburse Parent and its affiliates for fees and expenses (including all fees and expenses of counsel, accountants, investment banking firms and other financial advisors, experts and consultants) incurred or accrued in connection with or related to the transactions contemplated by this Agreement. Any expense reimbursement paid by Company shall be credited against (and therefore reduce the amount of) any Termination Fee that is payable by Company in connection with such termination or that subsequently becomes payable.



(g) If this Agreement is terminated (1) by Company or Parent pursuant to Section 8.1(b) in the event of failure to receive a Requisite Regulatory Approval or any final nonappealable order, injunction, decree or other legal restraint that relates to a Requisite Regulatory Approval; (2) by Company or Parent pursuant to Section 8.1(c) at a time when the closing conditions in Section 7.1(b) and/or Section 7.1(c) (to the extent any such order, injunction, decree, law, statute, rule or regulation relates to a Requisite Regulatory Approval) have not been satisfied; provided, that if a breach of this Agreement by Company led to either of such conditions not being satisfied, then Parent shall have no reimbursement obligations under this clause (g); or (3) by Company pursuant to Section 8.1(h), then no later than two (2) business days after submission of documentation therefor, Parent shall pay Company an amount equal to \$25,000,000 to reimburse Company and its affiliates for fees and expenses (including all fees and expenses of counsel, accountants, investment banking firms and other financial advisors, experts and consultants) incurred or accrued in connection with or related to the transactions contemplated by this Agreement.

(h) Each of Parent and Company acknowledges that the agreements contained in this Section 8.2 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, the other party would not enter into this Agreement; accordingly, if Company fails promptly to pay the Termination Fee (or if Company or Parent fail to pay any expense reimbursement) due pursuant to this Section 8.2, and, in order to obtain such payment, the other party commences a suit which results in a judgment for the first party to pay the Termination Fee, expense reimbursement or any portion thereof, as applicable, such first party shall pay the costs and expenses of such other party (including reasonable attorneys' fees and expenses) in connection with such suit. In addition, such first party shall pay interest on such overdue amounts at a rate per annum equal to the "prime rate" published in the Wall Street Journal on the date on which such payment was required to be made for the period commencing as of the date that such overdue amount was originally required to be paid and ending on the date that such overdue amount is actually paid in full. The Termination Fee (and any related amounts payable by Company pursuant to this Section 8.2(h)), except in the case of fraud, shall be the sole remedy of Parent in the event of a termination of this Agreement in accordance with this Article VIII pursuant to which the Termination Fee is payable by Company.

## ARTICLE IX

### GENERAL PROVISIONS

Section 9.1 Amendment. Subject to compliance with applicable law, this Agreement may be amended by the parties hereto at any time before or after the receipt of the Requisite Company Vote; provided, however, that after receipt of the Requisite Company Vote, there may not be, without further approval of the shareholders of Company any amendment of this Agreement that requires such further approval under applicable law. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed on behalf of each of the parties hereto.

Section 9.2 Extension; Waiver. At any time prior to the Effective Time, each of the parties hereto may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties of the other parties contained in this Agreement or in any

certificate delivered by such other party pursuant hereto and (c) waive compliance with any of the agreements or satisfaction of any conditions for its benefit contained in this Agreement; provided, however, that after receipt of the Requisite Company Vote, there may not be, without further approval of the shareholders of Company, any extension or waiver of this Agreement or any portion thereof that requires such further approval under applicable law. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 9.3 Nonsurvival of Representations, Warranties and Agreements. None of the representations, warranties, obligations, covenants and agreements in this Agreement (or in any certificate delivered pursuant to this Agreement) shall survive the Effective Time, except for Section 6.7 and for those other obligations, covenants and agreements contained in this Agreement which by their terms apply in whole or in part after the Effective Time.

Section 9.4 Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

Section 9.5 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by e-mail transmission (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Company, to:

First Horizon Corporation  
165 Madison Avenue, 23th floor,  
Memphis, TN 38103

Attention: D. Bryan Jordan  
Tammy LoCascio  
Charles Tuggle, Jr.  
Email: [redacted]  
[redacted]  
[redacted]

*With a copy (which shall not constitute notice) to:*

Sullivan & Cromwell LLP  
125 Broad Street  
New York, NY 10004

Attention: H. Rodgin Cohen  
Mitchell S. Eitel  
Stephen M. Salley  
Email: [redacted]  
[redacted]  
[redacted]  
and

(b)if to Parent Parties, to:

The Toronto-Dominion Bank  
66 Wellington Street West  
21st Floor, TD Tower  
Toronto, Ontario  
Canada M5K 1A2  
Attention: Barbara Hooper  
Renu Gupta  
Email: [redacted]  
[redacted]

*With a copy (which shall not constitute notice) to:*

The Toronto-Dominion Bank  
66 Wellington Street West  
4th Floor, TD Tower  
Toronto, Ontario  
Canada M5K 1A2  
Attention: Norie Campbell  
Kashif Zaman  
Email: [redacted]  
[redacted]  
*and:*

Simpson Thacher and Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Attention: Lee Meyerson  
Ravi Purushotham  
Email: [redacted]  
[redacted]

Section 9.6 Interpretation. The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no

presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. When a reference is made in this Agreement to Articles, Sections, Annexes, or Schedules, such reference shall be to an Article or Section of or Annex or Schedule to this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The word “or” shall not be exclusive. References to “the date hereof” shall mean the date of this Agreement. As used in this Agreement, the “knowledge” of Company means the actual knowledge of any of the officers of Company listed on Section 9.6 of the Company Disclosure Schedule, and the “knowledge” of Parent means the actual knowledge of any of the officers of Parent listed on Section 9.6 of the Parent Disclosure Schedule. As used in this Agreement, (i) the term “person” means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Entity or other entity of any kind or nature, (ii) an “affiliate” of a specified person is any person that directly or indirectly controls, is controlled by, or is under common control with, such specified person, and for these purposes “control” means “control” for purposes of the BHC Act and the regulations and formal written guidance of the Federal Reserve Board and (iii) the term “made available” means any document or other information that was (a) provided by one party or its representatives to the other party and its representatives prior to the date hereof, (b) included in the virtual data room of a party prior to the date hereof or (c) filed or furnished by a party with the SEC and publicly available on EDGAR at least one (1) day prior to the date hereof, (iv) “business day” means any day other than a Saturday, a Sunday or a day on which banks in New York, New York or Toronto, Canada are authorized by law or executive order to be closed, (v) the “transaction contemplated hereby” and “transactions contemplated by this Agreement” shall include the Merger, the Second Step Merger and the Bank Merger and (vi) all references to “dollars” or “\$” are to United States dollars. The Company Disclosure Schedule and the Parent Disclosure Schedule, as well as all other schedules and all exhibits hereto, shall be deemed part of this Agreement and included in any reference to this Agreement. Nothing contained in this Agreement shall require any party or person to take any action in violation of applicable law.

Section 9.7 Counterparts. This Agreement may be executed in counterparts (including by pdf or other electronic means), all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

Section 9.8 Entire Agreement. This Agreement (including the documents and instruments referred to herein) together with the Confidentiality Agreement constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

Section 9.9 Governing Law: Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to any applicable conflicts of law principles (except

that matters relating to the fiduciary duty of the Board of Directors of Company shall be subject to the laws of the State of Tennessee).

(b) Each party agrees that it will bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions contemplated hereby exclusively in the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal or state court of competent jurisdiction located in the State of Delaware (the “Chosen Courts”), and, solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party and (iv) agrees that service of process upon such party in any such action or proceeding will be effective if notice is given in accordance with Section 9.5.

Section 9.10 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY LAW AT THE TIME OF INSTITUTION OF THE APPLICABLE LITIGATION, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.10.

Section 9.11 Assignment; Third-Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party. Any purported assignment in contravention hereof shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Except as otherwise specifically provided in Section 1.8, which is intended to benefit each holder of Company Equity Awards and his or her heirs and representatives and except as otherwise specifically provided in Section 6.7, which is intended to benefit each Company Indemnified Party and his or her heirs and representatives, this Agreement (including the documents and instruments referred to herein) is not intended to and does not confer upon any person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth in this Agreement. The representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties. Any

inaccuracies in such representations and warranties are subject to waiver by the parties hereto in accordance herewith without notice or liability to any other person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties hereto of risks associated with particular matters regardless of the knowledge of any of the parties hereto. Consequently, persons other than the parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

Section 9.12 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and, accordingly, that the parties shall be entitled an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof (including the parties' obligation to consummate the Merger), in addition to any other remedy to which they are entitled at law or in equity. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security or a bond as a prerequisite to obtaining equitable relief.

Section 9.13 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction such that the invalid, illegal or unenforceable provision or portion thereof shall be interpreted to be only so broad as is enforceable.

Section 9.14 Confidential Supervisory Information. Notwithstanding any other provision of this Agreement, no disclosure, representation or warranty shall be made (or other action taken) pursuant to this Agreement that would involve the disclosure of confidential supervisory information (including confidential supervisory information as defined in 12 C.F.R. § 261.2(b) and as identified in 12 C.F.R. § 309.5(g)(8)) of a Governmental Entity by any party to this Agreement to the extent prohibited by applicable law. To the extent legally permissible, appropriate substitute disclosures or actions shall be made or taken under circumstances in which the limitations of the preceding sentence apply.

Section 9.15 Delivery by Facsimile or Electronic Transmission. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by means of a facsimile machine or by e-mail delivery of a “.pdf” format data file, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or e-mail delivery of a “.pdf” format data file to deliver a signature to this Agreement or any amendment hereto or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format

data file as a defense to the formation of a contract and each party hereto forever waives any such defense.

Section 9.16 Certain Definitions. As used in this Agreement, the following terms have the meanings set forth below:

“Constituent Documents” means the charter documents, bylaws or similar organizational documents of a corporation and comparable organizational documents of other entities.

“Environmental Laws” means any federal, state or local law, regulation, order, decree, permit, authorization, common law or agency requirement relating to: (a) the protection or restoration of the environment, health and safety as it relates to hazardous substance exposure or natural resource damages, (b) the handling, use, presence, disposal, release or threatened release of, or exposure to, any hazardous substance or (c) noise, odor, wetlands, indoor air, pollution, contamination or any injury to persons or property from exposure to any hazardous substance.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Exchange Ratio” means a fraction, (x) the numerator of which is the Merger Consideration and (y) the denominator of which is the average closing price, rounded to the nearest cent, per Parent Common Share on the New York Stock Exchange for the period of ten consecutive trading days immediately preceding (but not including) the Closing Date.

“FDIC” means the Federal Deposit Insurance Corporation.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System.

“FINRA” means the Financial Industry Regulatory Authority.

“GAAP” means U.S. generally accepted accounting principles.

“Governmental Entity” means any U.S., Canadian or other non-U.S. federal, state or local governmental or regulatory body, court, judicial authority, arbitrator, administrative agency, commission or SRO.

“Intellectual Property” means intellectual property rights in any jurisdiction, whether registered or unregistered, in and to: (i) all trademarks, service marks, brand names, internet domain names, social and mobile media identifiers, logos, symbols, certification marks, trade dress and other indications of source or origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; (ii) inventions, discoveries and ideas, whether patentable or not, in any jurisdiction; patents, applications for patents (including divisionals, continuations, continuations in part and renewal applications), all improvements thereto, and any renewals, extensions or reissues thereof, in any jurisdiction; (iii) nonpublic information, trade secrets and know-how, including processes, technologies, protocols, formulae, prototypes and confidential information and rights

in any jurisdiction to limit the use or disclosure thereof by any person; (iv) writings and other works, whether copyrightable or not and whether in published or unpublished works, in any jurisdiction; and registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; and (v) any similar intellectual property or proprietary rights.

“Intervening Event” means any material event, change, effect, development, condition, circumstance or occurrence arising after the date of this Agreement that (I) improves or would be reasonably likely to improve the business, financial condition or results of operations of Company and its Subsidiaries, taken as a whole, (II) is not known by, nor reasonably foreseeable to, the Board of Directors of Company as of the date of this Agreement and (III) does not relate to any Acquisition Proposal, the end or reduction of the Pandemic or the lifting or expiration of the Pandemic Measures; provided, that, for the avoidance of doubt, none of the following shall be considered or taken into account in determining whether an Intervening Event has occurred: (x) changes in the trading price or trading volume of the Company Common Stock (it being understood that the underlying cause of such change may be taken into account to the extent not otherwise excluded by this definition) or (y) the fact alone that Company meets or exceeds any internal or published forecasts or projections for any period (it being understood that the underlying cause of such over-performance by Company may be taken into account to the extent not otherwise excluded by this definition).

“Liens” means any liens, claims, title defects, mortgages, pledges, charges, encumbrances and security interests whatsoever.

“Material Adverse Effect” means, with respect to Company, Surviving Corporation or Parent, any effect, change, event, circumstance, condition, occurrence or development that, either individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on (i) the business, properties, assets, liabilities, results of operations or financial condition of such party and its Subsidiaries taken as a whole (provided, however, that, with respect to this clause (i), Material Adverse Effect shall not be deemed to include the impact of (A) changes, after the date hereof, in GAAP or applicable regulatory accounting requirements, (B) changes, after the date hereof, in laws, rules or regulations (including the Pandemic Measures) of general applicability to companies in the industries in which such party and its Subsidiaries operate, or interpretations thereof by courts or Governmental Entities, (C) changes, after the date hereof, in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in economic or market (including equity, credit and debt markets, as well as changes in interest rates) conditions affecting the financial services industry generally and not specifically relating to such party or its Subsidiaries (including any such changes arising out of a Pandemic or any Pandemic Measures), (D) changes, after the date hereof, resulting from hurricanes, earthquakes, tornados, naturally-occurring floods or other natural disasters or from any outbreak of any disease or other public health event or public health conditions (including a Pandemic and related Pandemic Measures), (E) public disclosure of the execution of this Agreement, public disclosure or consummation of the transactions contemplated hereby (including any effect on a party’s relationships with its customers or employees) or actions expressly required by this Agreement or that are taken with the prior written consent of the other party in contemplation of the transactions contemplated hereby (it being understood that this clause (E) shall not apply to a breach of any representation or warranty related to the announcement, pendency or consummation of the transactions



contemplated hereby), or (F) a decline in the trading price of a party's stock in and of itself or the failure, in and of itself, to meet earnings projections or internal financial forecasts (it being understood that the underlying causes of such decline or failure may be taken into account in determining whether a Material Adverse Effect has occurred), except to the extent otherwise excepted by this proviso); except, with respect to subclauses (A), (B), (C), or (D) to the extent that the effects of such change are disproportionately adverse to the business, properties, assets, liabilities, results of operations or financial condition of such party and its Subsidiaries, taken as a whole, as compared to other companies in the industry in which such party and its Subsidiaries operate), or (ii) the ability of such party to timely consummate the transactions contemplated hereby.

“OCC” means the Office of the Comptroller of the Currency.

“OSFI” means the Office of the Superintendent of Financial Institutions (Canada).

“Pandemic” means any outbreaks, epidemics or pandemics relating to SARS-CoV-2 or Covid-19, or any evolutions or mutations thereof, or any other viruses (including influenza), and the governmental and other responses thereto.

“Pandemic Measures” means any quarantine, “shelter in place”, “stay at home”, workforce reduction, social distancing, shut down, closure, sequester or other laws, directives, policies, guidelines or recommendations promulgated by any Governmental Entity, including the Centers for Disease Control and Prevention and the World Health Organization, in each case, in connection with or in response to a Pandemic.

“Parent Common Shares” shall mean a common share of Parent.

“Permitted Encumbrances” means (i) statutory Liens securing payments not yet due, (ii) Liens for real property Taxes not yet due and payable, (iii) easements, rights of way, and other similar encumbrances that do not materially affect the value or use of the properties or assets subject thereto or affected thereby or otherwise materially impair business operations at such properties (iv) such imperfections or irregularities of title or Liens as do not materially affect the value or use of the properties or assets subject thereto or affected thereby or otherwise materially impair business operations at such properties and (v) licenses and similar rights granted with respect to Intellectual Property.

“Regulatory Agencies” means (a) any U.S. federal or state regulatory authority, (b) the SEC, (c) the Federal Reserve Board, (d) the FDIC, (e) the OCC, (f) any non-U.S. regulatory authority and (g) any SRO.

“SEC” means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended.

“SRO” means (x) any “self-regulatory organization” as defined in Section 3(a)(26) of the Exchange Act and (y) any other United States or foreign securities exchange, futures exchange, commodities exchange or contract market.

“Stock Plans” means the Company’s First Horizon Corporation 2021 Incentive Plan, First Horizon Corporation Equity Compensation Plan, First Horizon Corporation 2000 Non-Employee Directors’ Deferred Compensation Stock Option Plan, First Horizon Corporation 2002 Bank Director and Advisory Board Member Deferral Plan, First Horizon Corporation 1997 Employee Stock Option Plan, IBERIABANK Corporation 2019 Stock Incentive Plan, IBERIABANK Corporation 2016 Stock Incentive Plan, Amended and Restated IBERIABANK Corporation 2010 Stock Incentive Plan, Capital Bank Financial Corp. 2013 Omnibus Compensation Plan and FNB United Corp. 2012 Incentive Plan, as each can be amended from time to time.

“Subsidiary” when used with respect to any person, means any corporation, partnership, limited liability company, bank or other organization, whether incorporated or unincorporated, which is consolidated with such party for financial reporting purposes.

“Tax” or “Taxes” means (i) all federal, state, local, and foreign income, excise, gross receipts, ad valorem, profits, gains, property, capital, sales, transfer, use, license, payroll, employment, social security, severance, unemployment, withholding, duties, excise, windfall profits, intangibles, franchise, backup withholding, value added, alternative or add-on minimum, estimated and other taxes, charges, levies or like assessments or any charge of any kind in the nature of (or similar to) taxes whatsoever together with all penalties and additions to tax and interest thereon and (ii) any liability for the payment of any amounts of the type described in clause (i) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, as a result of any tax sharing or tax allocation agreement, arrangement or understanding, or as a result of being liable for another person’s taxes as a transferee or successor, by contract or otherwise.

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof, supplied or required to be supplied to a Governmental Entity.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

FIRST HORIZON CORPORATION

By: /s/ D. Bryan Jordan  
Name: D. Bryan Jordan  
Title: President and Chief Executive Officer

THE TORONTO-DOMINION BANK

By: /s/ Barbara Hooper  
Name: Barbara Hooper  
Title: Senior Executive Vice President -  
Treasury, Corporate Development,  
Strategic Sourcing & Real Estate

TD BANK US HOLDING COMPANY

By: /s/ Leo Salom  
Name: Leo Salom  
Title: President and CEO

FALCON HOLDINGS ACQUISITION CO.

By: /s/ Barbara Hooper  
Name: Barbara Hooper  
Title: Secretary

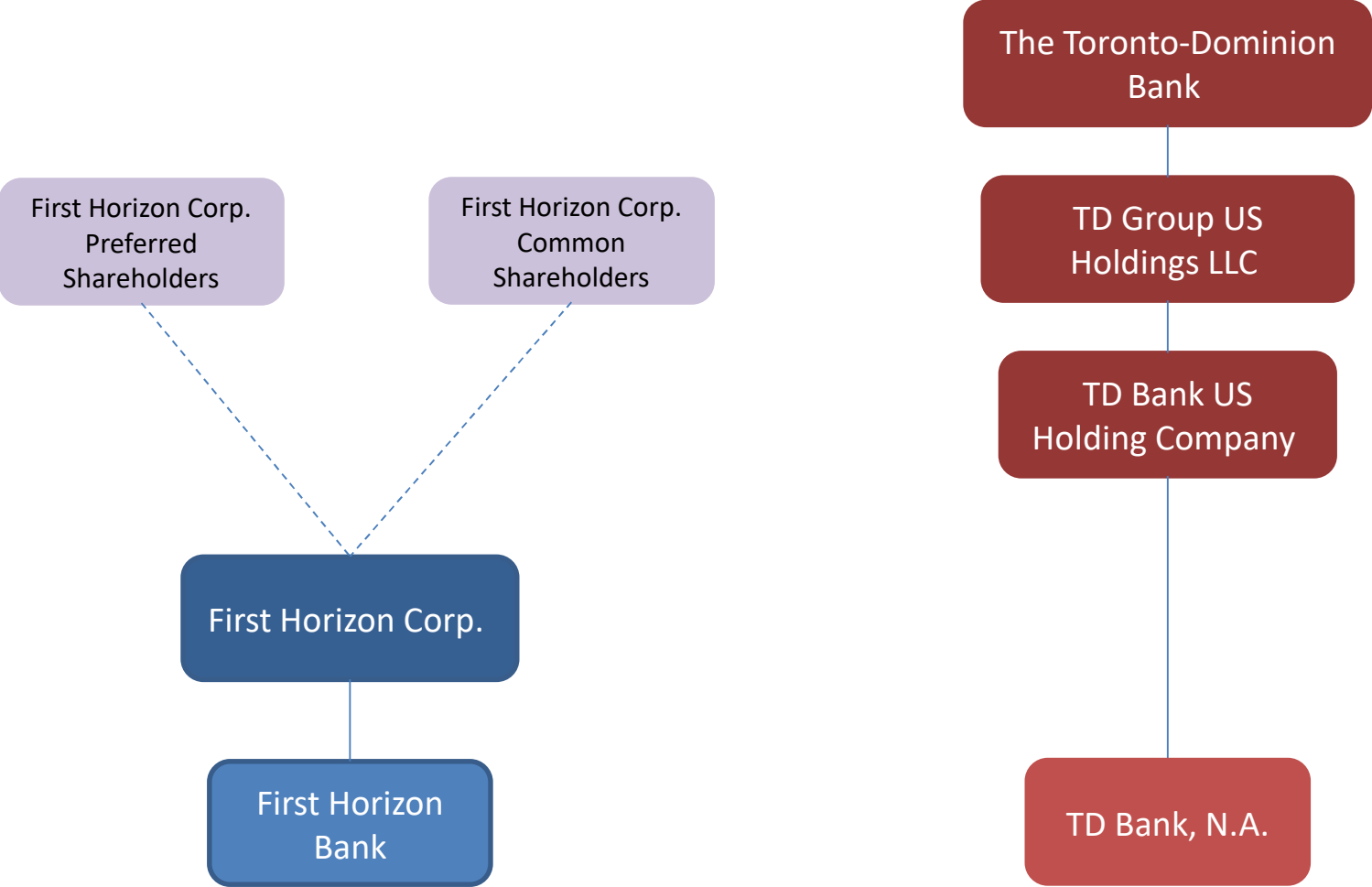
*[Signature Page to Agreement and Plan of Merger]*

## **PUBLIC EXHIBIT 2**

**SIMPLIFIED ORGANIZATION CHARTS: CURRENT AND PRO FORMA**

# Pre-Transaction

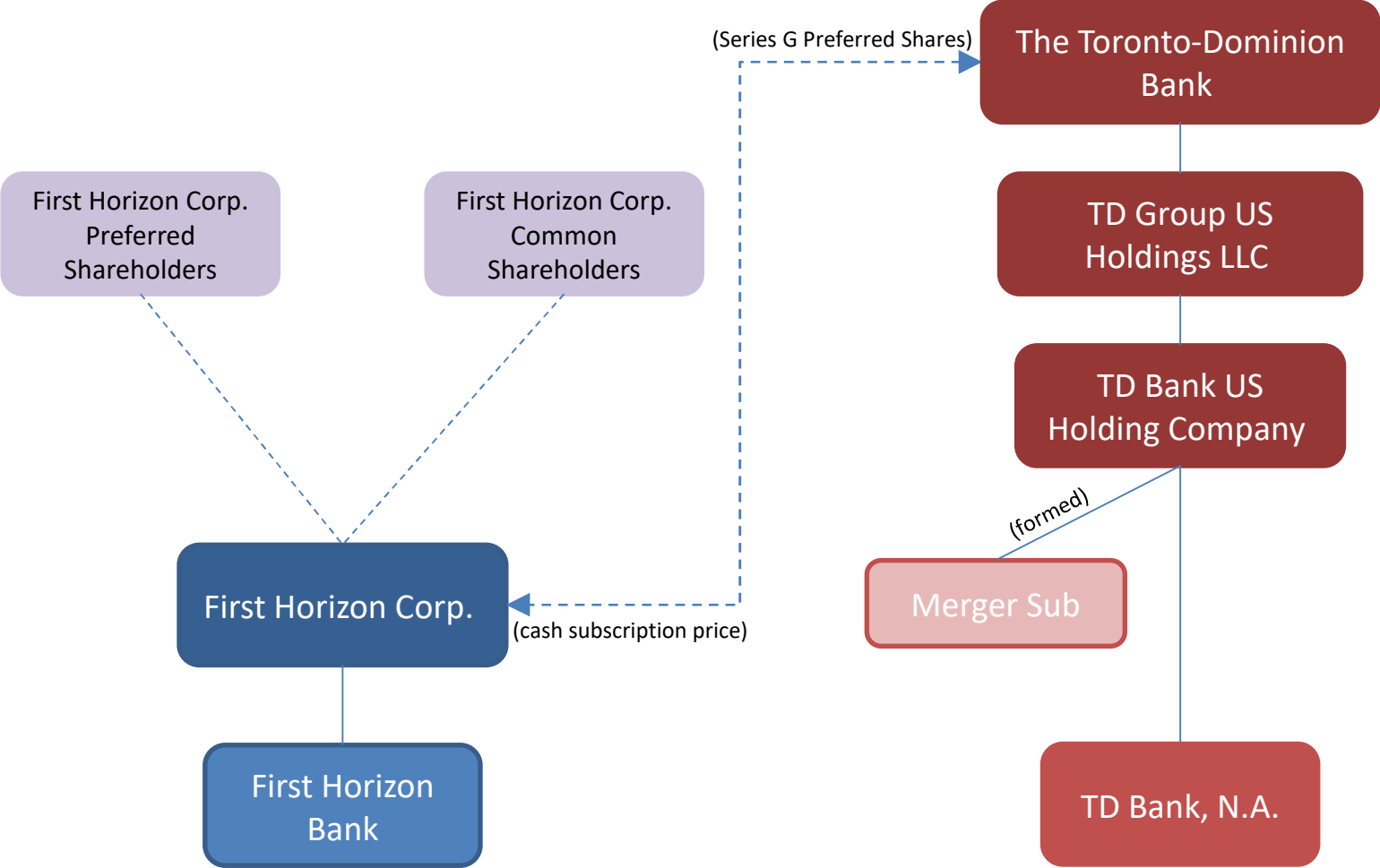
Simplified Structure Chart  
(Current—Before Proposed Transaction)



# The Securities Purchase

## At Time of Parent Merger Agreement

Simplified Structure Chart  
(Proposed Transaction—the Securities Purchase)

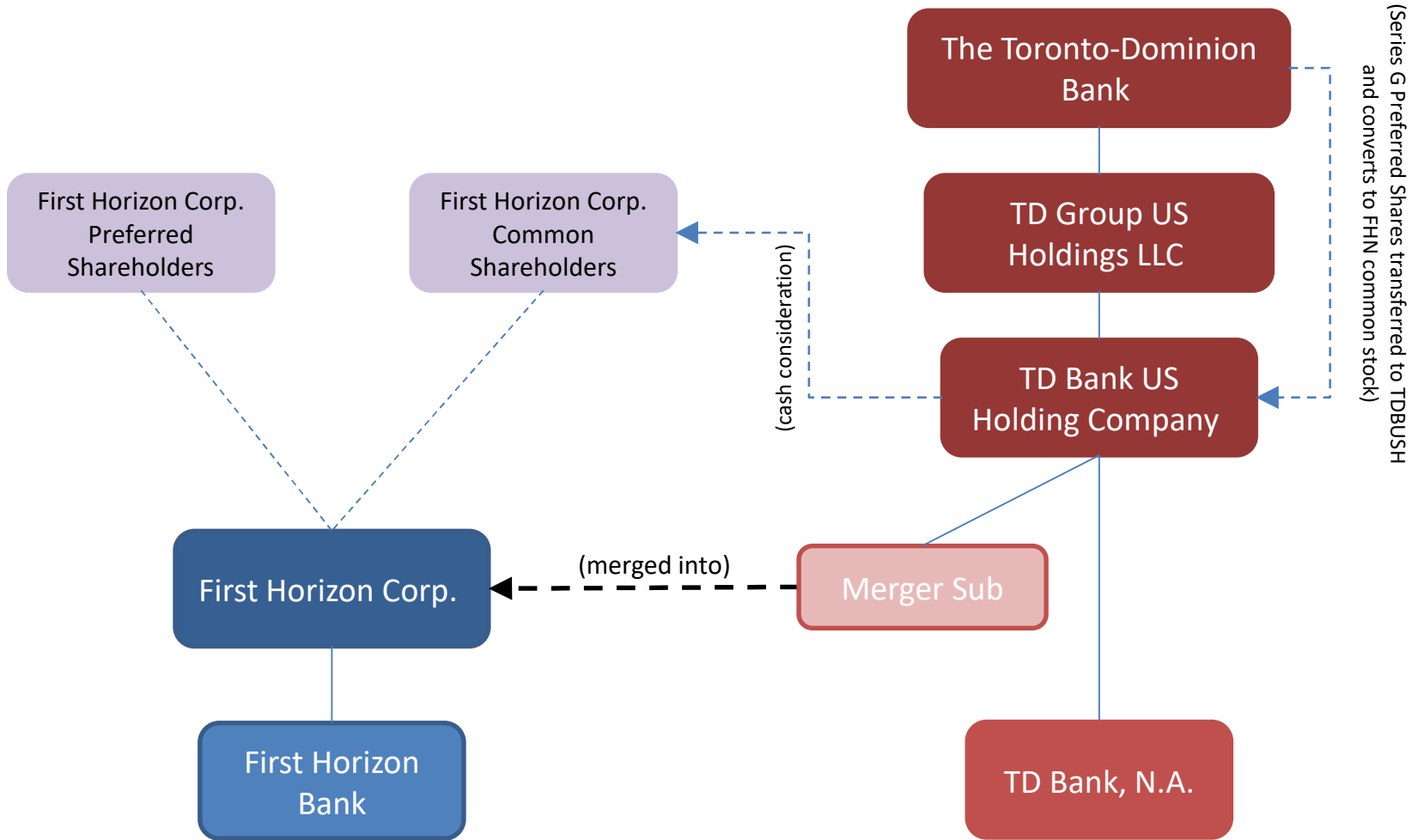




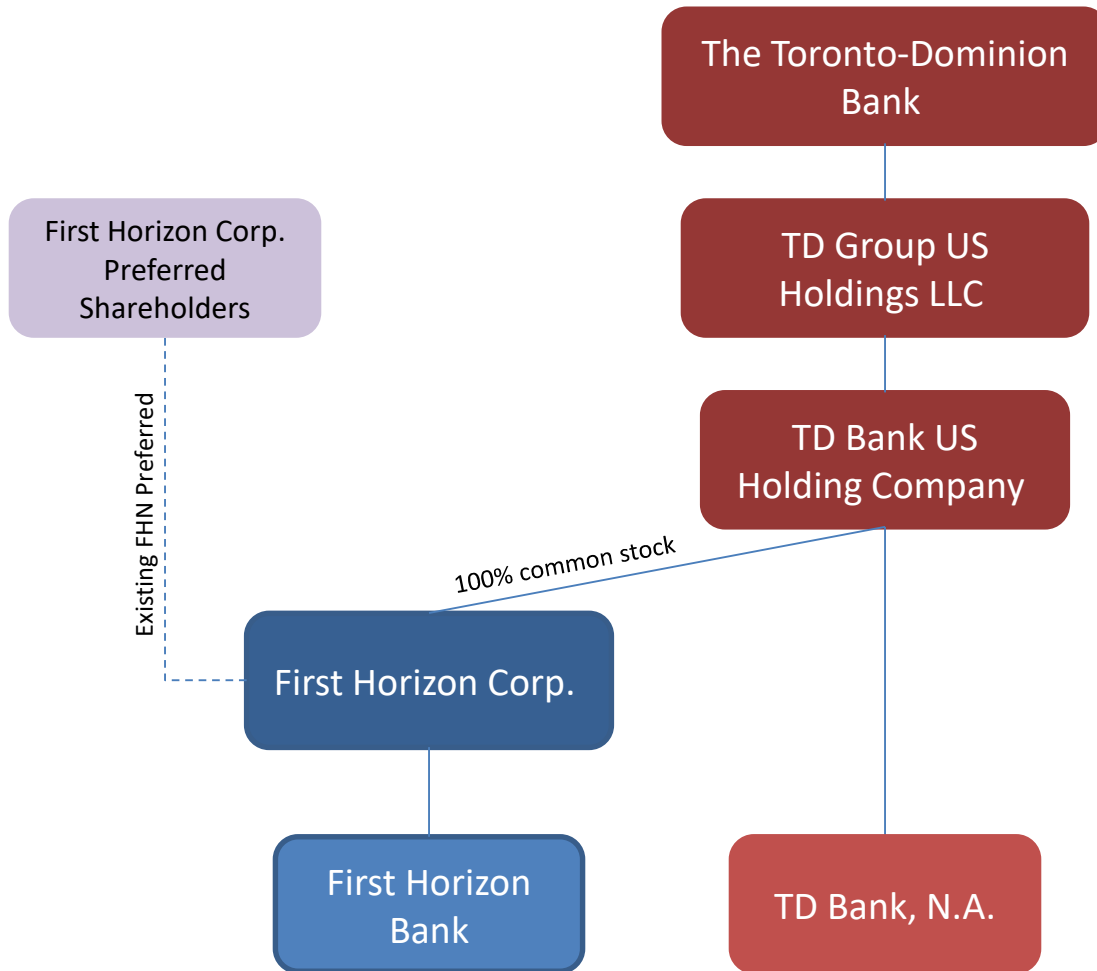
# The Parent Merger

**At Parent Merger Effective Time**

Simplified Structure Chart  
(Proposed Transaction—the Parent Merger)



Simplified Structure Chart  
(Proposed Transaction—Post-Parent Merger)



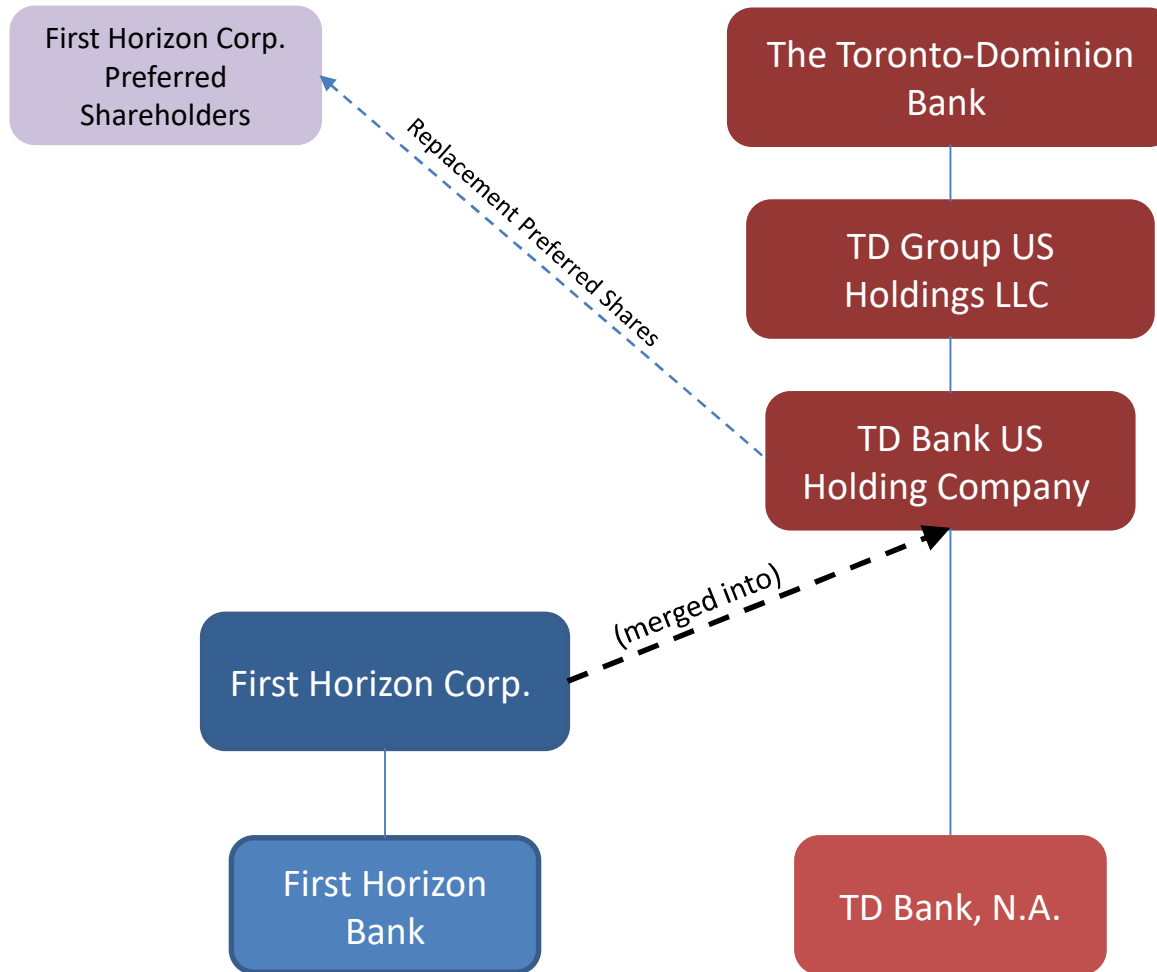
# The Bank Merger

**Assuming Bank Merger Occurs**

**Following Second Step Merger (if applicable)**

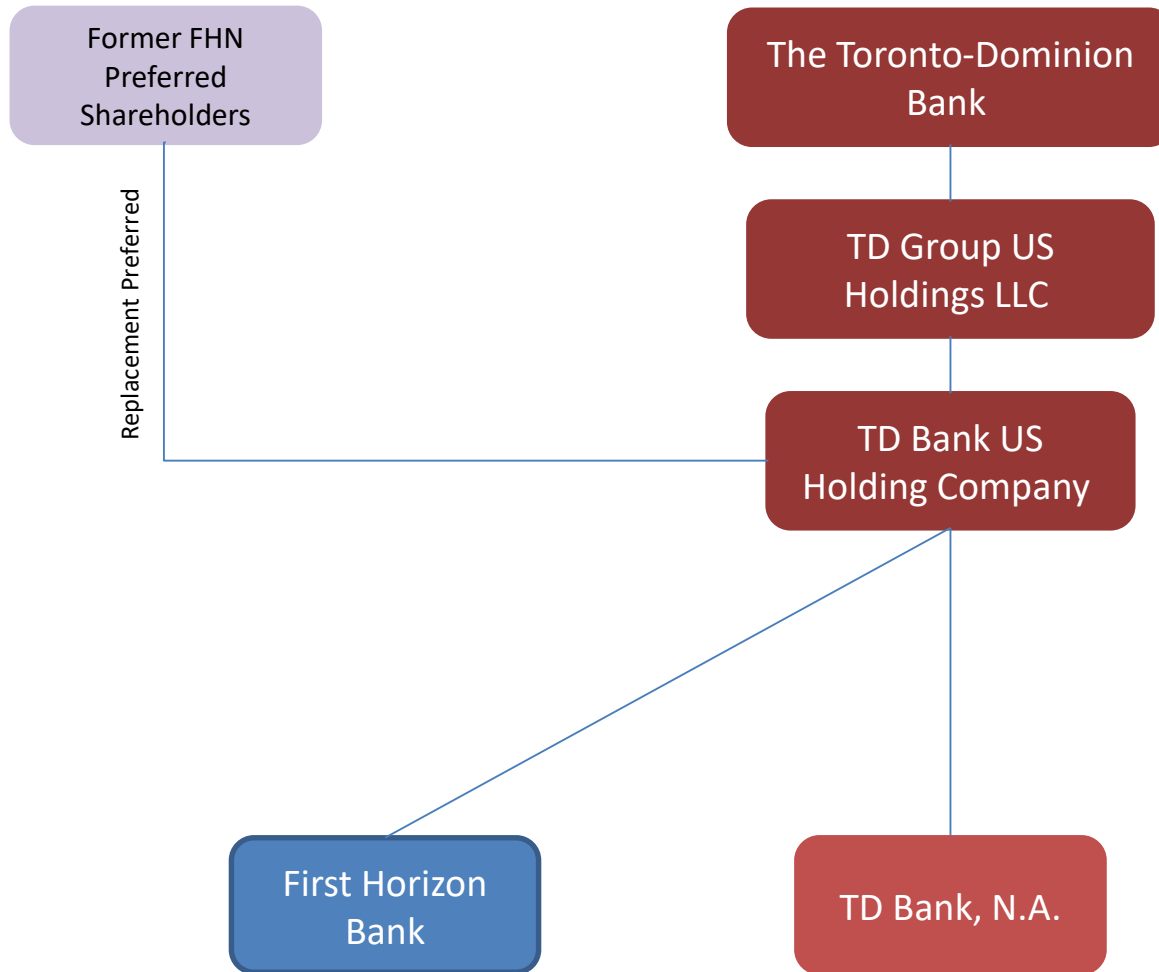
## Simplified Structure Chart

(Proposed Transaction—the Second Step Merger, prior to Bank Merger)



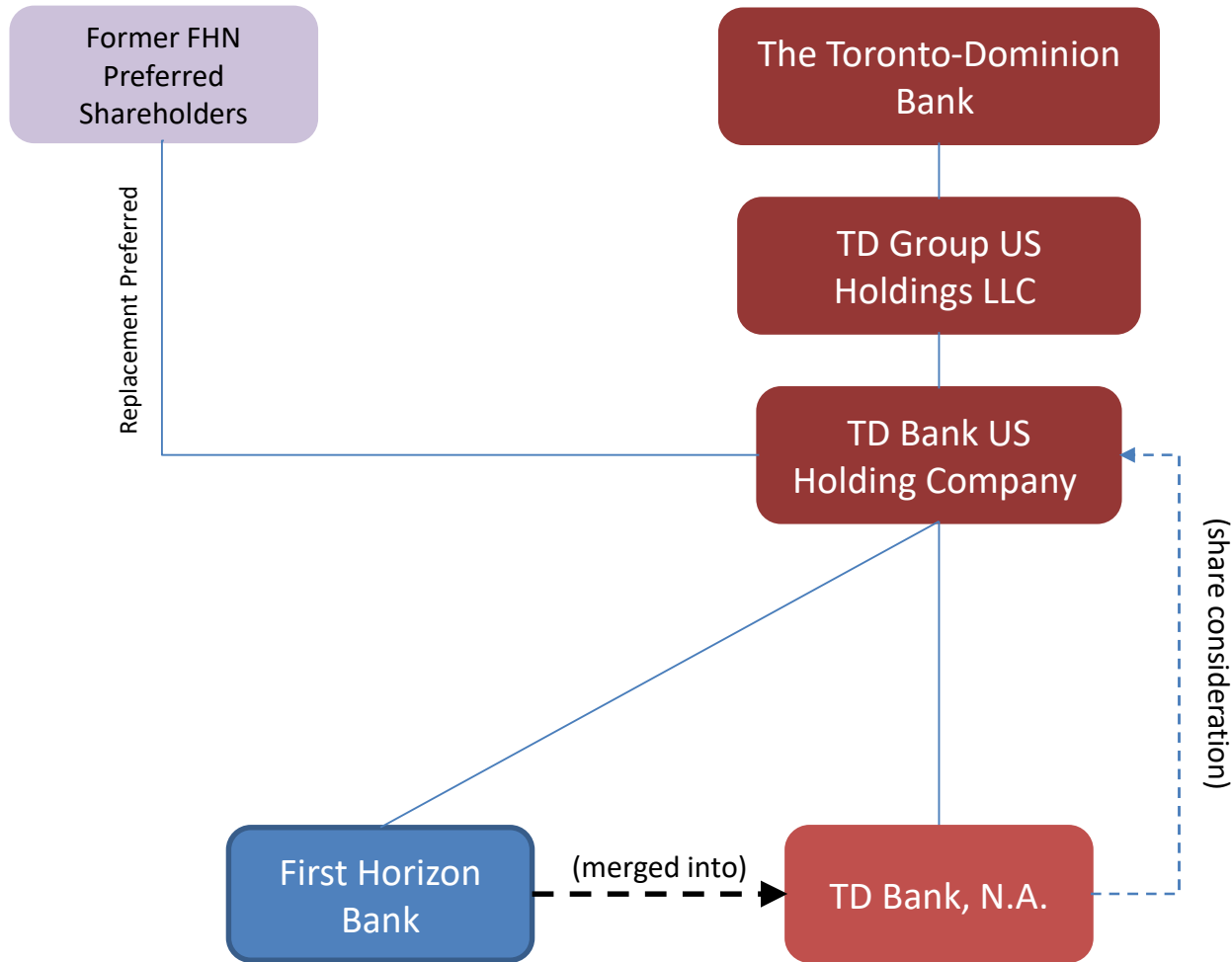
Note: The Second Step Merger may or may not occur, at TD's election.

Simplified Structure Chart  
(Proposed Transaction—Post-Second Step Merger, prior to Bank Merger)



Note: The Second Step Merger may or may not occur, at TD's election.

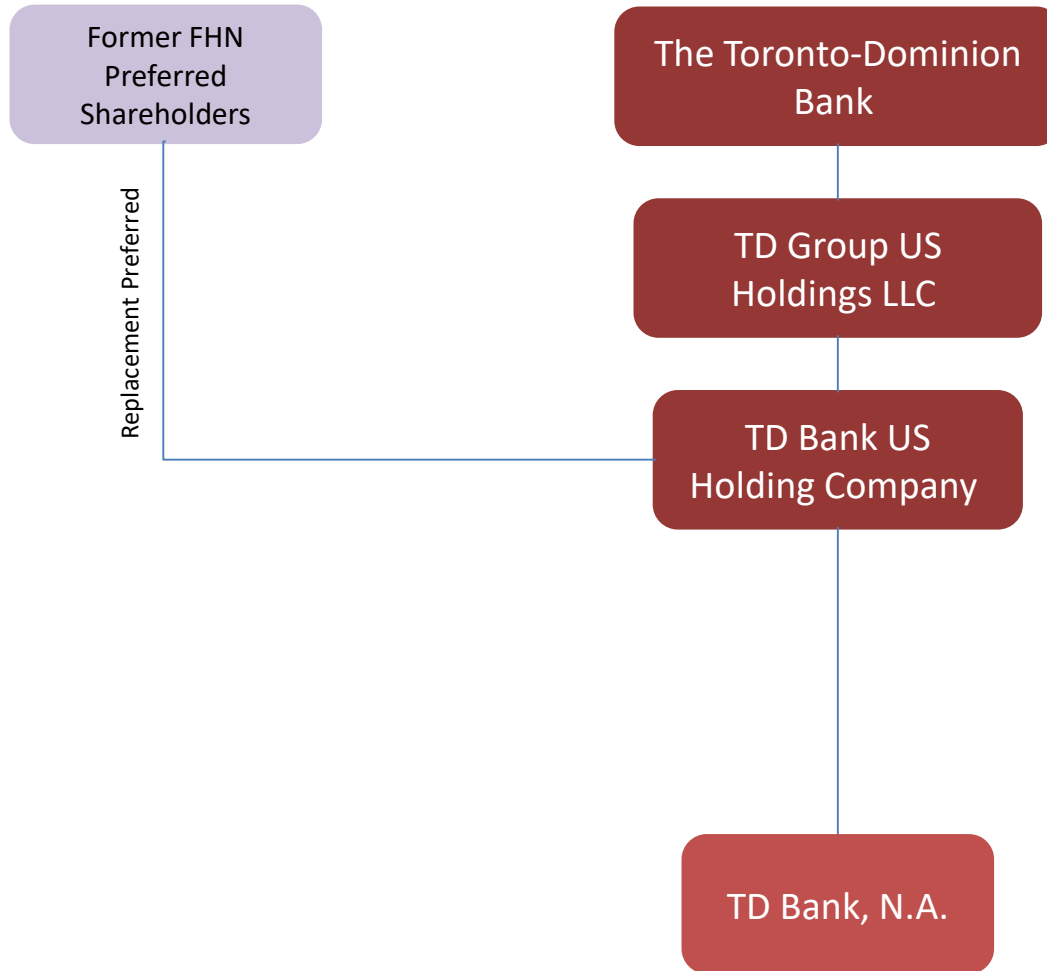
Simplified Structure Chart  
(Proposed Transaction—the Bank Merger, after *Second Step Merger*)



Note: The Second Step Merger may or may not occur, at TD's election.

## Simplified Structure Chart

(Proposed Transaction—Post-Bank Merger, after *Second Step Merger*)



Note: The Second Step Merger may or may not occur, at TD's election.

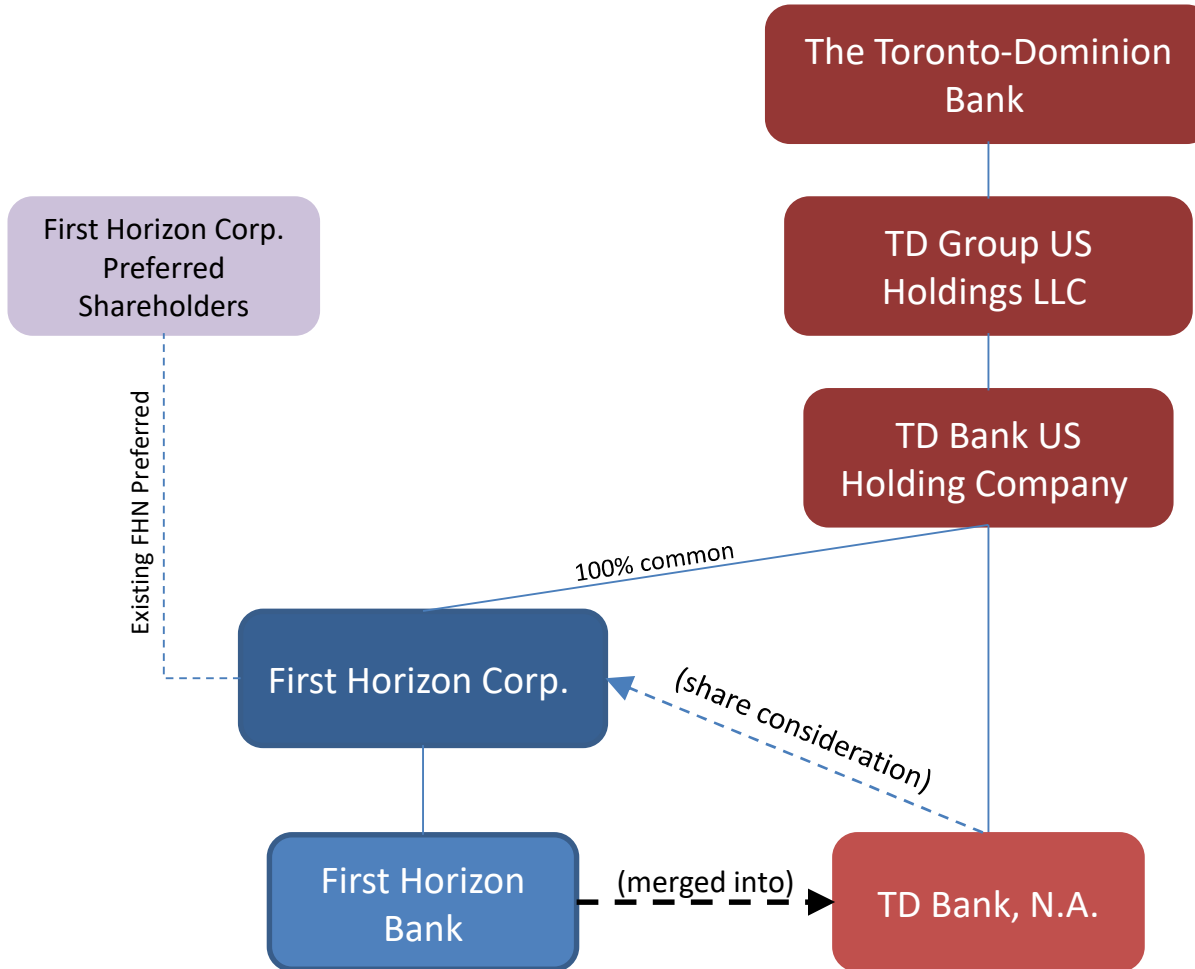


# The Bank Merger

**Assuming Bank Merger Occurs  
Prior to Second Step Merger (if applicable)**

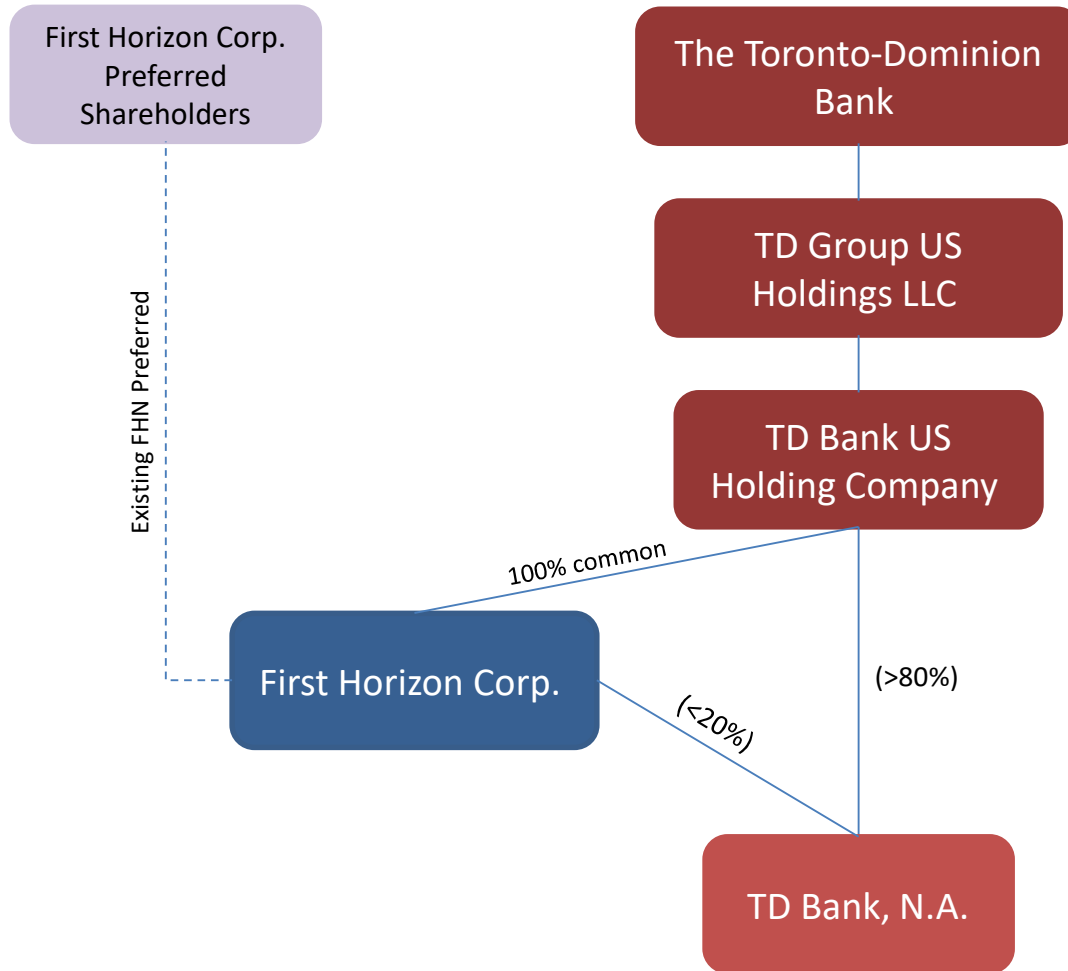
## Simplified Structure Chart

(Proposed Transaction—the Bank Merger, prior to *Second Step Merger*)



## Simplified Structure Chart

(Proposed Transaction—Post-Bank Merger, prior to *Second Step Merger*)



# **PUBLIC EXHIBIT 3**

## **LIST OF TDBNA'S BRANCHES**



**TD BANK, N.A. BRANCHES**  
(As of March 5, 2022)

| BranchType (select one from list) | BranchTypeCode | PopularBranchName              | AddressLine1                 | AddressLine2 | AddressCity        | AddressState | AddressZIP | AddressZIP4 | BranchCounty(select) | AddressCountyID | BranchCertificationNumber | IncomeDesignation |
|-----------------------------------|----------------|--------------------------------|------------------------------|--------------|--------------------|--------------|------------|-------------|----------------------|-----------------|---------------------------|-------------------|
| Staffed Branch (1)                | 1              | Simsbury Branch                | 714 Hopmeadow St             |              | Simsbury           | CT           | 06070      | 06070-2234  | Hartford County      | 318             | 124286A                   | Upper             |
| Staffed Branch (1)                | 1              | Hamden Central Branch          | 2992 Dixwell Ave             |              | Hamden             | CT           | 06518      | 06518-3502  | New Haven County     | 321             | 133283A                   | Upper             |
| Staffed Branch (1)                | 1              | Glastonbury-Main Street Branch | 2461 Main St                 |              | Glastonbury        | CT           | 06033      | 06033-2024  | Hartford County      | 318             | 117841A                   | Middle            |
| Staffed Branch (1)                | 1              | Robinwood Branch               | 1254 W Main St               |              | Waterbury          | CT           | 06708      | 06708-3107  | New Haven County     | 321             | 124291A                   | Middle            |
| Staffed Branch (1)                | 1              | Wilcott Branch                 | 826 Wilcott Rd               |              | Wilcott            | CT           | 06716      | 06716-1919  | New Haven County     | 321             | 124297A                   | Middle            |
| Staffed Branch (1)                | 1              | Watertown Branch               | 1247 Main St                 |              | Watertown          | CT           | 06795      | 06795-3107  | Litchfield County    | 319             | 124291A                   | Middle            |
| Staffed Branch (1)                | 1              | Waterbury Plaza Branch         | 835 Waterbury                |              | Waterbury          | CT           | 06705      | 06705-3915  | New Haven County     | 321             | 124279A                   | Low               |
| Staffed Branch (1)                | 1              | Bristol, Ct Branch             | 414 Broad St                 |              | Bristol            | CT           | 06010      | 06010-6636  | Hartford County      | 318             | 13274A                    | Middle            |
| Staffed Branch (1)                | 1              | Tampa Central Branch           | 2307 W Kennedy Blvd          |              | Tampa              | FL           | 33609      | 33609-3301  | Hillsborough County  | 357             | 148732A                   | Moderate          |
| Staffed Branch (1)                | 1              | Hilldale Branch                | 5201 N Lois Ave              |              | Tampa              | FL           | 33614      | 33614-6550  | Hillsborough County  | 357             | 148732A                   | Low               |
| Staffed Branch (1)                | 1              | Lakeside Branch                | 475 SE Port Saint Lucie Blvd |              | Port Saint Lucie   | FL           | 34984      | 34984-5173  | St. Lucie County     | 385             | 084554A                   | Middle            |
| Staffed Branch (1)                | 1              | Vero Beach Rt. 60 Branch       | 4100 20th St                 |              | Vero Beach         | FL           | 32960      | 32960-2415  | Indian River County  | 359             | 08562A                    | Middle            |
| Staffed Branch (1)                | 1              | Babcock Street Branch          | 4625 Babcock St NE           |              | Palm Bay           | FL           | 32905      | 32905-2822  | Brevard County       | 333             | 08895A                    | Moderate          |
| Staffed Branch (1)                | 1              | Malabar Road Branch            | 1159 Malabar Branch          |              | Palm Bay           | FL           | 32907      | 32907-3257  | Brevard County       | 333             | 08894A                    | Middle            |
| Staffed Branch (1)                | 1              | Tierra Verde Branch            | 1275 Pinellas Bayway         |              | Tierra Verde       | FL           | 33715      | 33715-2100  | Pinellas County      | 381             | 148736A                   | Upper             |
| Staffed Branch (1)                | 1              | Ellsworth Branch               | 217 High St                  |              | Ellsworth          | ME           | 04605      | 04605-1715  | Hancock County       | 1230            | 118122A                   | Middle            |
| Staffed Branch (1)                | 1              | Newport Branch                 | 76 Main St                   |              | Newport            | ME           | 04953      | 04953-3011  | Penobscot County     | 1235            | 118141A                   | Middle            |
| Staffed Branch (1)                | 1              | Bangor-Union St. Branch        | 1067 Union St                |              | Bangor             | ME           | 04401      | 04401-3611  | Penobscot County     | 1235            | 118111A                   | Moderate          |
| Staffed Branch (1)                | 1              | Bangor-Exchange St. Branch     | 77 Exchange St               |              | Bangor             | ME           | 04401      | 04401-6812  | Penobscot County     | 1235            | 118199A                   | Moderate          |
| Staffed Branch (1)                | 1              | Fairfield, Me Branch           | 112 Main St                  |              | Fairfield          | ME           | 04937      | 04937-1527  | Somerset County      | 1238            | 118123A                   | Middle            |
| Staffed Branch (1)                | 1              | Rockland Branch                | 34 School St                 |              | Rockland           | ME           | 04841      | 04841-2841  | Knox County          | 1232            | 118153A                   | Middle            |
| Staffed Branch (1)                | 1              | Camden, Me Branch              | 89 Elm St                    |              | Camden             | ME           | 04843      | 04843-1941  | Knox County          | 1232            | 118117A                   | Upper             |
| Staffed Branch (1)                | 1              | Waterville Main St. Branch     | 182 Main St                  |              | Waterville         | ME           | 04901      | 04901-6649  | Kennebec County      | 1231            | 118169A                   | Middle            |
| Staffed Branch (1)                | 1              | Westgate Branch                | 1410 Congress St             |              | Portland           | ME           | 04102      | 04102-2119  | Cumberland County    | 1228            | 118149A                   | Middle            |
| Staffed Branch (1)                | 1              | Westbrook Branch               | 835 Main St                  |              | Westbrook          | ME           | 04092      | 04092-2801  | Cumberland County    | 1228            | 118172A                   | Moderate          |
| Staffed Branch (1)                | 1              | Kittery Branch                 | 30 State Rd                  |              | Kittery            | ME           | 03904      | 03904-1537  | York County          | 1241            | 118133A                   | Middle            |
| Staffed Branch (1)                | 1              | Presque Isle Branch            | 680 Main St                  |              | Presque Isle       | ME           | 04769      | 04769-2231  | Aroostook County     | 1227            | 118152A                   | Middle            |
| Staffed Branch (1)                | 1              | Houlton Branch                 | 6 North St                   |              | Houlton            | ME           | 04730      | 04730-1808  | Aroostook County     | 1227            | 118131A                   | Middle            |
| Staffed Branch (1)                | 1              | North Windham Branch           | 756 Roosevelt Trl            |              | Windham            | ME           | 04062      | 04062-5343  | Cumberland County    | 1228            | 118142A                   | Middle            |
| Staffed Branch (1)                | 1              | Portland 449 Forest Ave Branch | 449 Forest Ave               |              | Portland           | ME           | 04101      | 04101-2029  | Cumberland County    | 1228            | 118150A                   | Middle            |
| Staffed Branch (1)                | 1              | Silwatare Ave. Branch          | 878 Silwatare Ave            |              | Bangor             | ME           | 04401      | 04401-3614  | Penobscot County     | 1235            | 118110A                   | Middle            |
| Staffed Branch (1)                | 1              | Franklin, Me Branch            | 163 Broadway                 |              | Franklin           | ME           | 04839      | 04839-5309  | Franklin County      | 1229            | 118125A                   | Middle            |
| Staffed Branch (1)                | 1              | Kennebunk Branch               | 56 Portland Rd               |              | Kennebunk          | ME           | 04043      | 04043-6657  | Cumberland County    | 1241            | 118132A                   | Upper             |
| Staffed Branch (1)                | 1              | Scarborough Branch             | 4 Hannaford Dr               |              | Scarborough        | ME           | 04074      | 04074-9057  | Cumberland County    | 1228            | 118158A                   | Middle            |
| Staffed Branch (1)                | 1              | Market Street, Me Branch       | 9 Market St                  |              | South Portland     | ME           | 04106      | 04106-3616  | Cumberland County    | 1228            | 118163A                   | Middle            |
| Staffed Branch (1)                | 1              | Northgate Branch               | 362 Allen Ave                |              | Portland           | ME           | 04103      | 04103-3715  | Cumberland County    | 1228            | 118147A                   | Middle            |
| Staffed Branch (1)                | 1              | Alton Branch                   | 92 Main St                   |              | Alton              | NH           | 03809      | 03809-4621  | Belknap County       | 1912            | 007959A                   | Middle            |
| Staffed Branch (1)                | 1              | Lafayette Road Branch          | 1500 Lafayette Rd            |              | Portsmouth         | NH           | 03801      | 03801-5649  | Rockingham County    | 1919            | 117524A                   | Middle            |
| Staffed Branch (1)                | 1              | Newington, Nh Branch           | 2033 Woodbury Ave            |              | Newington          | NH           | 03801      | 03801-2804  | Rockingham County    | 1919            | 117516A                   | Middle            |
| Staffed Branch (1)                | 1              | Rochester Branch               | One Old Dover Rd             |              | Rochester          | NH           | 03867      | 03867-3460  | Strafford County     | 1920            | 117528A                   | Moderate          |
| Staffed Branch (1)                | 1              | Portsmouth Branch              | 333 State St                 |              | Portsmouth         | NH           | 03801      | 03801-4036  | Rockingham County    | 1919            | 117526A                   | Upper             |
| Staffed Branch (1)                | 1              | Weare Branch                   | 1361 S Stark Hwy             |              | Weare              | NH           | 03281      | 03281-5036  | Hillsborough County  | 1917            | 117535A                   | Middle            |
| Staffed Branch (1)                | 1              | Franklin Street, Nh Branch     | 300 Franklin St              |              | Manchester         | NH           | 03101      | 03101-2318  | Hillsborough County  | 1917            | 118236A                   | Moderate          |
| Staffed Branch (1)                | 1              | Concord North Main St. Branch  | 143 N Main St                |              | Concord            | NH           | 03301      | 03301-5089  | Merrimack County     | 1918            | 117474A                   | Middle            |
| Staffed Branch (1)                | 1              | Contecook Branch               | 884 Main St                  |              | Contecook          | NH           | 03229      | 03229-3004  | Merrimack County     | 1918            | 117477A                   | Upper             |
| Staffed Branch (1)                | 1              | Hillsboro Branch               | 11 School St                 |              | Hillsborough       | NH           | 03244      | 03244-4888  | Hillsborough County  | 1917            | 117499A                   | Moderate          |
| Staffed Branch (1)                | 1              | Nashua-300 Main Branch         | 300 Main St                  |              | Nashua             | NH           | 03060      | 03060-4635  | Hillsborough County  | 1917            | 117510A                   | Low               |
| Staffed Branch (1)                | 1              | Nashua Mall Branch             | 10 Gusabel Ave               |              | Nashua             | NH           | 03063      | 03063-3237  | Hillsborough County  | 1917            | 117512A                   | Middle            |
| Staffed Branch (1)                | 1              | South Main Street Branch       | 293 S Main St                |              | Manchester         | NH           | 03102      | 03102-4838  | Hillsborough County  | 1917            | 117503A                   | Middle            |
| Staffed Branch (1)                | 1              | Merrimack Branch               | 300 Daniel Webster Hwy       |              | Merrimack          | NH           | 03054      | 03054-4115  | Hillsborough County  | 1917            | 117507A                   | Middle            |
| Staffed Branch (1)                | 1              | Nashua Dw Plaza Branch         | 225 Daniel Webster Hwy       |              | Nashua             | NH           | 03060      | 03060-5536  | Hillsborough County  | 1917            | 117511A                   | Moderate          |
| Staffed Branch (1)                | 1              | Bristol, Nh Branch             | 10 N Main St                 |              | Bristol            | NH           | 03222      | 03222-3512  | Grafton County       | 1916            | 117471A                   | Middle            |
| Staffed Branch (1)                | 1              | Dover - Central Branch         | 353 Central Ave              |              | Dover              | NH           | 03820      | 03820-3487  | Strafford County     | 1920            | 117479A                   | Moderate          |
| Staffed Branch (1)                | 1              | Weeks Crossing Branch          | 29 Weeks Ln                  |              | Dover              | NH           | 03820      | 03820-2500  | Strafford County     | 1920            | 117480A                   | Moderate          |
| Staffed Branch (1)                | 1              | Newmarket Branch               | 72 Exeter Rd                 |              | Newmarket          | NH           | 03857      | 03857-1905  | Rockingham County    | 1919            | 117517A                   | Middle            |
| Staffed Branch (1)                | 1              | Bedford-South River Rd Branch  | 141 S River Rd               |              | Bedford            | NH           | 03110      | 03110-6732  | Hillsborough County  | 1917            | 1174470A                  | Upper             |
| Staffed Branch (1)                | 1              | Summit Avenue Branch           | 809 Summit Ave               |              | Union City         | NJ           | 07087      | 07087-5598  | Hudson County        | 1920            | 133334A                   | Moderate          |
| Staffed Branch (1)                | 1              | Fairview Branch                | 410 Fairview Ave             |              | Fairview           | NJ           | 07022      | 07022-1837  | Bergen County        | 1923            | 133375A                   | Middle            |
| Staffed Branch (1)                | 1              | Towers Branch                  | 733 Palisade Ave             |              | Cliffside Park     | NJ           | 07010      | 07010-3200  | Bergen County        | 1923            | 133367A                   | Upper             |
| Staffed Branch (1)                | 1              | Pan American Branch            | 4314 Bergenline Ave          |              | Union City         | NJ           | 07087      | 07087-5002  | Hudson County        | 1920            | 133436A                   | Low               |
| Staffed Branch (1)                | 1              | West New York Branch           | 6137 Bergenline Ave          |              | West New York      | NJ           | 07093      | 07093-1520  | Hudson County        | 1920            | 133444A                   | Moderate          |
| Staffed Branch (1)                | 1              | Twenty-First Branch            | 330 21st Ave                 |              | Paterson           | NJ           | 07501      | 07501-3618  | Passaic County       | 1937            | 133419A                   | Low               |
| Staffed Branch (1)                | 1              | Paterson Center City Branch    | 301 Main St                  |              | Paterson           | NJ           | 07505      | 07505-1855  | Passaic County       | 1937            | 133418A                   | Low               |
| Staffed Branch (1)                | 1              | Union City Branch              | 3601 Kennedy Blvd            |              | Union City         | NJ           | 07087      | 07087-3990  | Hudson County        | 1920            | 133412A                   | Moderate          |
| Staffed Branch (1)                | 1              | Cedar Grove Branch             | 85 Pompton Ave # 107         |              | Cedar Grove        | NJ           | 07009      | 07009-2013  | Essex County         | 1928            | 133360A                   | Upper             |
| Staffed Branch (1)                | 1              | Lodi Branch                    | 150 Main St                  |              | Lodi               | NJ           | 07644      | 07644-1724  | Bergen County        | 1923            | 135501A                   | Middle            |
| Staffed Branch (1)                | 1              | Moorestown Branch              | 22 W Main St                 |              | Moorestown         | NJ           | 08057      | 08057-2430  | Burlington County    | 1924            | 207962A                   | Upper             |
| Staffed Branch (1)                | 1              | Berlin, Nj Branch              | 247 S White Horse Pike       |              | Berlin             | NJ           | 08009      | 08009-1901  | Camden County        | 1925            | 133353A                   | Middle            |
| Staffed Branch (1)                | 1              | Glooucester Township Branch    | 1235 Blackwood-Clementin Rd  |              | Glooucester        | NJ           | 08021      | 08021-5821  | Camden County        | 1925            | 036656A                   | Middle            |
| Staffed Branch (1)                | 1              | Ganttown Plaza Branch          | 1530 Rt 42                   |              | Turnersville       | NJ           | 08012      | 08012-1760  | Glooucester County   | 1929            | 078971A                   | Middle            |
| Staffed Branch (1)                | 1              | Harbor Square Branch           | 284 Ega Harbor Rd            |              | Sewell             | NJ           | 08080      | 08080-3131  | Glooucester County   | 1929            | 133420A                   | Upper             |
| Staffed Branch (1)                | 1              | Williamstown, Nj Branch        | 236 Sicklerville Rd          |              | Williamstown       | NJ           | 08094      | 08094-1502  | Glooucester County   | 1929            | 207963A                   | Moderate          |
| Staffed Branch (1)                | 1              | Holly Ravine Branch            | 101 Springdale Rd            |              | Cherry Hill        | NJ           | 08003      | 08003       | Camden County        | 1925            | 078790A                   | Upper             |
| Staffed Branch (1)                | 1              | Brigantine Branch              | 4200 Harbor Beach Blvd       |              | Brigantine         | NJ           | 08203      | 08203-1339  | Atlantic County      | 1922            | 081448A                   | Moderate          |
| Staffed Branch (1)                | 1              | Northfield Branch              | 1120 Tilton Rd               |              | Northfield         | NJ           | 08225      | 08225-1230  | Atlantic County      | 1922            | 086661A                   | Upper             |
| Staffed Branch (1)                | 1              | Marter Avenue Branch           | 306 Marter Ave               |              | Moorestown         | NJ           | 08057      | 08057-3121  | Burlington County    | 1924            | 089011A                   | Upper             |
| Staffed Branch (1)                | 1              | Allendale Branch               | 63 W Allendale Ave           |              | Allendale          | NJ           | 07401      | 07401-1701  | Bergen County        | 1923            | 142657A                   | Upper             |
| Staffed Branch (1)                | 1              | Ridgewood Branch               | 133 Franklin Ave             |              | Ridgewood          | NJ           | 07450      | 07450-3225  | Bergen County        | 1923            | 142695A                   | Upper             |
| Staffed Branch (1)                | 1              | Montvale Branch                | 111 Chestnut Ridge Rd        |              | Montvale           | NJ           | 07645      | 07645-1710  | Bergen County        | 1923            | 142683A                   | Upper             |
| Staffed Branch (1)                | 1              | Ramsey Office                  | 1100 Lake St                 |              | Ramsey             | NJ           | 07446      | 07446-1250  | Bergen County        | 1923            | 142656A                   | Upper             |
| Staffed Branch (1)                | 1              | Hawthorne Branch               | 617 Lafayette Ave            |              | Hawthorne          | NJ           | 07596      | 07596-2419  | Passaic County       | 1937            | 142673A                   | Upper             |
| Staffed Branch (1)                | 1              | Englewood Cliffs Branch        | 1457 Sylvan Ave              |              | Englewood Cliffs   | NJ           | 07632      | 07632-2914  | Bergen County        | 1923            | 135493A                   | Upper             |
| Staffed Branch (1)                | 1              | Marion Branch                  | 307 N Main St                |              | Marion             | NJ           | 29671      | 29671-3027  | Marion County        | 2439            | 148822A                   | Moderate          |
| Staffed Branch (1)                | 1              | South Broad/Clinton Branch     | 819 S Broad St               |              | Clinton            | SC           | 29325      | 29325-2815  | Laurens County       | 2435            | 148794A                   | Middle            |
| Staffed Branch (1)                | 1              | North Harper Branch            | 508 N Harper St              |              | Laurens            | SC           | 29360      | 29360-2338  | Laurens County       | 2435            | 148818A                   | Moderate          |
| Staffed Branch (1)                | 1              | Easley Branch                  | 200 S Pendleton St           |              | Easley             | SC           | 29640      | 29640-3048  | Pickens County       | 2444            | 148796A                   | Moderate          |
| Staffed Branch (1)                | 1              | Pickens Branch                 | 333 E Main St                |              | Pickens            | SC           | 29671      | 29671-2319  | Pickens County       | 2444            | 148834A                   | Middle            |
| Staffed Branch (1)                | 1              | Summit, SC Branch              | 5041 Calhoun Memorial Hwy    |              | Easley             | SC           | 29640      | 29640-3837  | Pickens County       | 2444            | 148797A                   | Middle            |
| Staffed Branch (1)                | 1              | Plantation Point Branch        | 1320 38th Ave N              |              | Myrtle Beach       | SC           | 29577      | 29577-1314  | Horry County         | 2431            | 148827A                   | Middle            |
| Staffed Branch (1)                | 1              | Hilton Head Main Branch        | 62 New Orleans Rd            |              | Hilton Head Island | SC           | 29928      | 29928-4753  | Beaufort County      | 2412            | 148815A                   | Middle            |
| Staffed Branch (1)                | 1              | Haywood Road Branch            | 917 Haywood Rd               |              | Greenville         | SC           | 29615      | 29615-3566  | Greenville County    | 2428            | 148811A                   | Moderate          |
| Staffed Branch (1)                | 1              | Wade Hampton Branch            | 1450 Wade Hampton Blvd       |              | Greenville         | SC           | 29609      | 29609-5046  | Greenville County    | 2428            | 148807A                   | Middle            |

**TD BANK, N.A. BRANCHES**  
(As of March 5, 2022)

| BranchType (select one from list) | BranchTypeCode | PopularBranchName                  | AddressLine1             | AddressLine2 | AddressCity      | AddressState | AddressZIP | AddressZIP4 | BranchCounty(select) | AddressCountyID | BranchCertificationNumber | IncomeDesignation |
|-----------------------------------|----------------|------------------------------------|--------------------------|--------------|------------------|--------------|------------|-------------|----------------------|-----------------|---------------------------|-------------------|
| Staffed Branch (1)                | 1              | Mauldin Branch                     | 305 New Neely Ferry Rd   |              | Mauldin          | SC           | 29662      | 29662-2641  | Greenville County    | 2428            | 148823A                   | Upper             |
| Staffed Branch (1)                | 1              | Columbia Northeast Branch          | 10000 Two Notch Rd       |              | Columbia         | SC           | 29223      | 29223-4382  | Richland County      | 2445            | 148785A                   | Upper             |
| Staffed Branch (1)                | 1              | Forest Drive Branch                | 4875 Forest Dr           |              | Columbia         | SC           | 29206      | 29206-4811  | Richland County      | 2445            | 148789A                   | Middle            |
| Staffed Branch (1)                | 1              | Swansea Branch                     | 200 S Brecon Ave         |              | Swansea          | SC           | 29160      | 29160       | Lexington County     | 2437            | 148844A                   | Middle            |
| Staffed Branch (1)                | 1              | Irmo Branch                        | 1265 Lake Murray Blvd    |              | Irmo             | SC           | 29063      | 29063-2826  | Lexington County     | 2437            | 148816A                   | Upper             |
| Staffed Branch (1)                | 1              | Barton Branch                      | 424 Main St              |              | Barton           | VT           | 05822      | 05822-8929  | Orleans County       | 3044            | 026476A                   | Middle            |
| Staffed Branch (1)                | 1              | Essex Junction Branch              | 4 Main St                |              | Essex Junction   | VT           | 05652      | 05652-3132  | Chittenden County    | 3038            | 026479A                   | Middle            |
| Staffed Branch (1)                | 1              | St. Johnsbury Branch               | 301 Railroad St          |              | Saint Johnsbury  | VT           | 05819      | 05819-1637  | Chittenden County    | 3037            | 026494A                   | Middle            |
| Staffed Branch (1)                | 1              | Winooski Branch                    | 27 E Allen St            |              | Winooski         | VT           | 05404      | 05404-2214  | Chittenden County    | 3038            | 026492A                   | Moderate          |
| Staffed Branch (1)                | 1              | Montpelier Branch                  | 90 Main St               |              | Montpelier       | VT           | 05602      | 05602-3238  | Washington County    | 3046            | 098902A                   | Middle            |
| Staffed Branch (1)                | 1              | Woodstock, Vt Branch               | 21 Elm St                |              | Woodstock        | VT           | 05091      | 05091-1010  | Windsor County       | 3048            | 117455A                   | Upper             |
| Staffed Branch (1)                | 1              | Barre Branch                       | 36 N Main St             |              | Barre            | VT           | 05641      | 05641-4120  | Washington County    | 3046            | 117541A                   | Middle            |
| Staffed Branch (1)                | 1              | Brattleboro Branch                 | 215 Main St              |              | Brattleboro      | VT           | 05301      | 05301-2852  | Windham County       | 3047            | 121937A                   | Middle            |
| Staffed Branch (1)                | 1              | Bellows Falls Branch               | 12 Church St             |              | Bellows Falls    | VT           | 05610      | 05610-1515  | Windham County       | 3047            | 117450A                   | Middle            |
| Staffed Branch (1)                | 1              | Bennington Branch                  | 500 Main St              |              | Bennington       | VT           | 05201      | 05201-2111  | Bennington County    | 3036            | 117444A                   | Moderate          |
| Staffed Branch (1)                | 1              | Rutland Branch                     | 89 Merchants Row         |              | Rutland          | VT           | 05701      | 05701-5904  | Rutland County       | 3045            | 117453A                   | Moderate          |
| Staffed Branch (1)                | 1              | Highgate Plaza Branch              | 351 Swanton Rd           |              | Saint Albans     | VT           | 05478      | 05478-2609  | Franklin County      | 3040            | 117462A                   | Middle            |
| Staffed Branch (1)                | 1              | Great Barrington Branch            | 271 Main St              |              | Great Barrington | MA           | 01230      | 01230-1748  | Berkshire County     | 1189            | 093915A                   | Upper             |
| Staffed Branch (1)                | 1              | Williamstown, Ma Branch            | 57 Spring St             |              | Williamstown     | MA           | 01287      | 01287-2839  | Berkshire County     | 1189            | 026292A                   | Upper             |
| Staffed Branch (1)                | 1              | Enochburg Branch                   | 1427 Main St             |              | Enochburg Falls  | NH           | 05450      | 05450-6028  | Berkshire County     | 3040            | 117457A                   | Moderate          |
| Staffed Branch (1)                | 1              | Jaffrey Branch                     | 28 Main St               |              | Jaffrey          | NH           | 03452      | 03452-4402  | Franklin County      | 1914            | 117492A                   | Middle            |
| Staffed Branch (1)                | 1              | Rindge Branch                      | 497 US Rt 202            |              | Rindge           | NH           | 03461      | 03461-5650  | Cheshire County      | 1914            | 117527A                   | Upper             |
| Staffed Branch (1)                | 1              | Peterborough Branch                | 120 Grove St             |              | Peterborough     | NH           | 03458      | 03458-1766  | Hillsborough County  | 1917            | 117523A                   | Middle            |
| Staffed Branch (1)                | 1              | York Branch                        | 1127 Long Sands Rd       |              | York             | ME           | 03909      | 03909-1148  | York County          | 1241            | 118174Z                   | Middle            |
| Staffed Branch (1)                | 1              | Little Ferry Branch                | 225 Main St              |              | Little Ferry     | NJ           | 07643      | 07643-1503  | Bergen County        | 1923            | 135500A                   | Upper             |
| Staffed Branch (1)                | 1              | Cherry Hill Mall Branch            | 101 Haddonfield Rd       |              | Cherry Hill      | NJ           | 08002      | 08002-4401  | Camden County        | 1925            | 090017A                   | Middle            |
| Staffed Branch (1)                | 1              | Bellmawr Branch                    | 180 N Black Horse Pike   |              | Bellmawr         | NJ           | 08031      | 08031-1208  | Camden County        | 1925            | 090018A                   | Middle            |
| Staffed Branch (1)                | 1              | Marmora Branch                     | 132 S Shore Rd           |              | Marmora          | NJ           | 08223      | 08223-1207  | Cape May County      | 1926            | 091008A                   | Middle            |
| Staffed Branch (1)                | 1              | Sicklerville Branch                | 591 Berlin-Cross Keys Rd |              | Sicklerville     | NJ           | 08081      | 08081-9506  | Camden County        | 1925            | 091093A                   | Middle            |
| Staffed Branch (1)                | 1              | Lawrence Branch                    | 450 Essex St # 450       |              | Lawrence         | MA           | 01840      | 01840-1214  | Essex County         | 1192            | 121100A                   | Low               |
| Staffed Branch (1)                | 1              | South Broadway Branch              | 305 S Broadway           |              | Lawrence         | MA           | 01843      | 01843-2532  | Essex County         | 1192            | 121101A                   | Moderate          |
| Staffed Branch (1)                | 1              | Wethersfield St. Branch            | 1228 Wethersfield St.    |              | Wethersfield     | MA           | 01884      | 01884-3468  | Essex County         | 1192            | 121102A                   | Moderate          |
| Staffed Branch (1)                | 1              | Melbourne Branch                   | 1025 S Babcock St        |              | Melbourne        | FL           | 32901      | 32901-3021  | Essex County         | 3333            | 088068A                   | Moderate          |
| Staffed Branch (1)                | 1              | Torrington Commons Branch          | 215 High St              |              | Torrington       | CT           | 06790      | 06790-6301  | Litchfield County    | 319             | 124288A                   | Moderate          |
| Staffed Branch (1)                | 1              | Starke Branch                      | 606 W Madison St         |              | Starke           | FL           | 32091      | 32091-3011  | Bradford County      | 332             | 148729A                   | Middle            |
| Staffed Branch (1)                | 1              | Gateway Branch                     | 8850 Farrow Rd           |              | Columbia         | SC           | 29203      | 29203-9727  | Richland County      | 2445            | 148792A                   | Middle            |
| Staffed Branch (1)                | 1              | Lexington,sc Branch                | 575 Columbia Ave         |              | Lexington        | SC           | 29072      | 29072-2617  | Lexington County     | 2437            | 148820A                   | Upper             |
| Staffed Branch (1)                | 1              | Ciadel Mall Branch                 | 852 Orleans Rd           |              | Charleston       | SC           | 29407      | 29407-4844  | Charleston County    | 2415            | 148781A                   | Moderate          |
| Staffed Branch (1)                | 1              | Orange, Nj Branch                  | 394 Scotland Rd          |              | Orange           | NJ           | 07050      | 07050-2219  | Essex County         | 1928            | 133415A                   | Low               |
| Staffed Branch (1)                | 1              | Newark (Springfield Avenue) Branch | 356 Springfield Ave      |              | Newark           | NJ           | 07103      | 07103-2615  | Essex County         | 1928            | 133410A                   | Low               |
| Staffed Branch (1)                | 1              | Frenchtown Branch                  | 21 Bridge St             |              | Frenchtown       | NJ           | 08825      | 08825-1201  | Hunterdon County     | 1931            | 133379A                   | Middle            |
| Staffed Branch (1)                | 1              | Pemberton Branch                   | 68 Elizabeth St          |              | Pemberton        | NJ           | 08068      | 08068-1218  | Burlington County    | 1924            | 133421A                   | Moderate          |
| Staffed Branch (1)                | 1              | West Deptford Branch               | 1101 Mantua Pike         |              | Mantua           | NJ           | 08051      | 08051-1612  | Gloucester County    | 1929            | 090016A                   | Middle            |
| Staffed Branch (1)                | 1              | Columbia Main Branch               | 1501 Main St             |              | Columbia         | SC           | 29201      | 29201-5801  | Richland County      | 2445            | 148786A                   | Low               |
| Staffed Branch (1)                | 1              | Raritan Branch                     | 34 E Somerset St         |              | Raritan          | NJ           | 08869      | 08869-2109  | Somerset County      | 1939            | 114596A                   | Middle            |
| Staffed Branch (1)                | 1              | Passaic Branch                     | 115 Jefferson St         |              | Passaic          | NJ           | 07055      | 07055-5132  | Passaic County       | 1937            | 133417A                   | Low               |
| Staffed Branch (1)                | 1              | Haledon Branch                     | 418 Belmont Ave          |              | Haledon          | NJ           | 07608      | 07608-1316  | Passaic County       | 1937            | 133385A                   | Middle            |
| Staffed Branch (1)                | 1              | Wyckoff On Godwin Avenue Branch    | 292 Godwin Ave           |              | Wyckoff          | NJ           | 07481      | 07481-2024  | Bergen County        | 1923            | 133494A                   | Upper             |
| Staffed Branch (1)                | 1              | Ringwood Branch                    | 145 Skyline Dr           |              | Ringwood         | NJ           | 07456      | 07456-2013  | Passaic County       | 1937            | 133427A                   | Upper             |
| Staffed Branch (1)                | 1              | State Street Ny Branch             | 125 State St             |              | Albany           | NY           | 12207      | 12207-1686  | Albany County        | 1993            | 095215A                   | Low               |
| Staffed Branch (1)                | 1              | Margaret Street Branch             | 136 Margaret St          |              | Plattsburgh      | NY           | 12901      | 12901-2927  | Clinton County       | 2002            | 078553A                   | Low               |
| Staffed Branch (1)                | 1              | Greenport Branch                   | 177 Fairview Ave         |              | Hudson           | NY           | 12534      | 12534-1205  | Columbia County      | 2003            | 095218A                   | Middle            |
| Staffed Branch (1)                | 1              | Peru Branch                        | 2990 Main St             |              | Peru             | NY           | 12972      | 12972-2926  | Clinton County       | 2002            | 066538A                   | Middle            |
| Staffed Branch (1)                | 1              | East Greenbush Branch              | 71 Troy Rd               |              | East Greenbush   | NY           | 12061      | 12061-1311  | Rensselaer County    | 2034            | 0952174A                  | Middle            |
| Staffed Branch (1)                | 1              | Saratov 1237 Main St. Branch       | 1237 Main St             |              | Saratov          | ME           | 04073      | 04073-3646  | York County          | 1241            | 118155A                   | Middle            |
| Staffed Branch (1)                | 1              | Bridgton Branch                    | 176 Main St              |              | Bridgton         | ME           | 04009      | 04009-1246  | Cumberland County    | 1228            | 118114A                   | Moderate          |
| Staffed Branch (1)                | 1              | Maine Mall Branch                  | 280 Maine Mall Rd        |              | South Portland   | ME           | 04103      | 04103-2311  | Cumberland County    | 1228            | 118152A                   | Moderate          |
| Staffed Branch (1)                | 1              | Alken Main Branch                  | 142 Chesterville St      |              | Alken            | NC           | 29801      | 29801-4502  | Albemarle County     | 2407            | 148756A                   | Middle            |
| Staffed Branch (1)                | 1              | Chapin Branch                      | 260 Columbia Ave         |              | Chapin           | SC           | 29036      | 29036-9427  | Lexington County     | 2437            | 148778A                   | Middle            |
| Staffed Branch (1)                | 1              | Newberry Office Branch             | 2633 Winooski Rd         |              | Newberry         | SC           | 29108      | 29108-4077  | Newberry County      | 2441            | 148832A                   | Middle            |
| Staffed Branch (1)                | 1              | Georgetown Main                    | 1031 Front St            |              | Georgetown       | SC           | 29440      | 29440-3521  | Georgetown County    | 2427            | 148803A                   | Upper             |
| Staffed Branch (1)                | 1              | Lake City Branch                   | 133 W Main St            |              | Lake City        | SC           | 29560      | 29560-2425  | Florence County      | 2426            | 148817A                   | Moderate          |
| Staffed Branch (1)                | 1              | Hampton Branch                     | 40 High St               |              | Hampton          | NH           | 03842      | 03842-2214  | Rockingham County    | 1919            | 117487A                   | Middle            |
| Staffed Branch (1)                | 1              | Auburn-Great Falls Branch          | 10 Great Falls Pkz       |              | Auburn           | ME           | 04210      | 04210-5915  | Androscoggin County  | 1226            | 118107A                   | Low               |
| Staffed Branch (1)                | 1              | Concord Steeplegate Branch         | 277 Sheep Davis Rd       |              | Concord          | NH           | 03301      | 03301-5747  | Merrimack County     | 1918            | 117475A                   | Moderate          |
| Staffed Branch (1)                | 1              | Ocean Atrium Branch                | 1101 Hooper Ave          |              | Toms River       | NJ           | 08753      | 08753-8324  | Ocean County         | 1936            | 091115A                   | Middle            |
| Staffed Branch (1)                | 1              | Haddonfield Branch                 | 100 N Haddon Ave         |              | Haddonfield      | NJ           | 08033      | 08033-2306  | Camden County        | 1925            | 091094A                   | Upper             |
| Staffed Branch (1)                | 1              | Alco Branch                        | 385 White Horse Pike     |              | Alco             | NJ           | 08004      | 08004-2228  | Camden County        | 1925            | 091092A                   | Middle            |
| Staffed Branch (1)                | 1              | 1800 Boston Road Branch            | 1800 Boston Rd           |              | Springfield      | MA           | 01129      | 01129-1127  | Hamden County        | 1394            | 117470A                   | Moderate          |
| Staffed Branch (1)                | 1              | Whitepain Branch                   | 1799 Sweeds Rd           |              | Blue Bell        | PA           | 19422      | 19422-3523  | Hamden County        | 2301            | 094353A                   | Middle            |
| Staffed Branch (1)                | 1              | Trooper Branch                     | 2623 W Ridge Pike        |              | Trooper          | PA           | 19403      | 19403-1609  | Montgomery County    | 2301            | 091117A                   | Middle            |
| Staffed Branch (1)                | 1              | Woodruff Road Branch               | 1216 Woodruff Rd         |              | Greenville       | SC           | 29607      | 29607-5736  | Greenville County    | 2428            | 148906A                   | Upper             |
| Staffed Branch (1)                | 1              | Myrtle Beach Main                  | 2003 N Oak St            |              | Myrtle Beach     | SC           | 29577      | 29577-3144  | Horry County         | 2431            | 148828A                   | Low               |
| Staffed Branch (1)                | 1              | Wareham Branch                     | 237 Main St              |              | Wareham          | MA           | 02571      | 02571-2111  | Plymouth County      | 1199            | 022796A                   | Moderate          |
| Staffed Branch (1)                | 1              | Falmouth-Worcester Court Branch    | 249 Worcester Ct         |              | Falmouth         | MA           | 02540      | 02540-3917  | Barnstable County    | 1188            | 079413A                   | Middle            |
| Staffed Branch (1)                | 1              | Seabrook Branch                    | 270 Lafayette Rd         |              | Seabrook         | NH           | 03874      | 03874-4542  | Rockingham County    | 1919            | 117443A                   | Moderate          |
| Staffed Branch (1)                | 1              | Hamstead Branch                    | 212 Main St # 220        |              | Hamstead         | NH           | 03841      | 03841-2051  | Rockingham County    | 1919            | 117440A                   | Middle            |
| Staffed Branch (1)                | 1              | Middletown, Ma Branch              | 232 S Main St            |              | Middletown       | MA           | 01949      | 01949-3305  | Essex County         | 1192            | 117392A                   | Upper             |
| Staffed Branch (1)                | 1              | Plastow Branch                     | 47 Plastow Rd            |              | Plastow          | NH           | 03865      | 03865-2906  | Rockingham County    | 1919            | 117442A                   | Middle            |
| Staffed Branch (1)                | 1              | Bradford Branch                    | 860 S Main St            |              | Bradford         | MA           | 01835      | 01835-6963  | Essex County         | 1192            | 117390A                   | Moderate          |
| Staffed Branch (1)                | 1              | Kennebec West Street Branch        | 194 West St              |              | Kennebec         | NH           | 05431      | 05431-3362  | Cheshire County      | 1914            | 117495A                   | Middle            |
| Staffed Branch (1)                | 1              | New Ipswich Branch                 | 164 Tumble Rd            |              | New Ipswich      | NH           | 03071      | 03071-3851  | Hillsborough County  | 1917            | 117615A                   | Middle            |
| Staffed Branch (1)                | 1              | Monroe, Ny Branch                  | 515 State Road 17M       |              | Monroe           | NY           | 10950      | 10950-3959  | Orange County        | 2028            | 133324A                   | Upper             |
| Staffed Branch (1)                | 1              | Route 211 Branch                   | 468 Rte 211 E            |              | Middletown       | NY           | 10940      | 10940-2202  | Orange County        | 2028            | 133321A                   | Middle            |
| Staffed Branch (1)                | 1              | Bolton Landing Branch              | 4945 Lake Shore Dr       |              | Bolton Landing   | NY           | 12814      | 12814-4204  | Warren County        | 2049            | 001482A                   | Middle            |
| Staffed Branch (1)                | 1              | Chazy Branch                       | 9679 Rt 9                |              | Chazy            | NY           | 12921      | 12921       | Clinton County       | 2002            | 009917A                   | Middle            |
| Staffed Branch (1)                | 1              | Route 3 Branch                     | 714 State Rt 3           |              | Plattsburgh      | NY           | 12901      | 12901-7431  | Clinton County       | 2002            | 014140A                   | Middle            |
| Staffed Branch (1)                | 1              | North Haven Branch                 | 90 Washington Ave        |              | North Haven      | CT           | 06473      | 06473-1706  | New Haven County     | 321             | 13291A                    | Middle            |
| Staffed Branch (1)                | 1              | Stowe Branch                       | 39 Main St               |              | Stowe            | VT           | 05672      | 05672-4651  | Lamoille County      | 3042            | 117460A                   | Upper             |
| Staffed Branch (1)                | 1              | Morrisville Branch                 | 20 Morrisville Plz       |              | Morrisville      | VT           | 05661      | 05661-8626  | Lamoille County      | 3042            | 117461A                   | Middle            |
| Staffed Branch (1)                | 1              | Milton Branch                      | 175 Route 7 S            |              | Milton           | VT           | 05468      | 05468-3605  | Chittenden County    | 3038            | 117458A                   | Middle            |
| Staffed Branch (1)                | 1              | Boca Raton/Powerline Branch        | 21845 Powerline Rd       |              | Boca Raton       | FL           | 33433      | 33433-7896  | Palm Beach County    | 379             | 148679A                   | Upper             |

TD BANK, N.A. BRANCHES  
(As of March 5, 2022)

| BranchType (select one from list) | BranchTypeCode | PopularBranchName                 | AddressLine1               | AddressLine2 | AddressCity         | AddressState | AddressZIP | AddressZIP4 | BranchCounty(select) | AddressCountyID | BranchCertificationNumber | IncomeDesignation |
|-----------------------------------|----------------|-----------------------------------|----------------------------|--------------|---------------------|--------------|------------|-------------|----------------------|-----------------|---------------------------|-------------------|
| Staffed Branch (1)                | 1              | Aventura Branch                   | 19125 Biscayne Blvd        |              | Aventura            | FL           | 33180      | 33180-2310  | Miami-Dade County    | 341             | 148678A                   | Upper             |
| Staffed Branch (1)                | 1              | North Hampton Branch              | 46 Lafayette Rd            |              | North Hampton       | NH           | 03862      | 03862-2404  | Rockingham County    | 1919            | 117442A                   | Middle            |
| Staffed Branch (1)                | 1              | Bridgeport-Lafayette Blvd Branch  | 1000 Lafayette Blvd        |              | Bridgeport          | CT           | 06604      | 06604-4725  | Fairfield County     | 317             | 133271A                   | Low               |
| Staffed Branch (1)                | 1              | Royal Road Branch                 | 1 Royal Rd                 |              | Flemington          | NJ           | 08822      | 08822-6001  | Hunterdon County     | 1931            | 120242A                   | Upper             |
| Staffed Branch (1)                | 1              | Main Boulevard Branch             | 160 NW Main Blvd           |              | Lake City           | FL           | 32055      | 32055-3954  | Columbia County      | 340             | 148703A                   | Middle            |
| Staffed Branch (1)                | 1              | Countryside Branch                | 28100 US Hwy 19 N          |              | Clewater            | FL           | 33761      | 33761-2635  | Pinellas County      | 381             | 148651A                   | Middle            |
| Staffed Branch (1)                | 1              | Ashland Branch                    | 361 Pond St                |              | Ashland             | MA           | 01721      | 01721-2327  | Middlesex County     | 1196            | 123347A                   | Upper             |
| Staffed Branch (1)                | 1              | South Ohio Avenue Branch          | 535 Ohio Ave S             |              | Live Oak            | FL           | 32064      | 32064-3201  | Suwannee County      | 390             | 148707A                   | Middle            |
| Staffed Branch (1)                | 1              | Seymour Branch                    | 249 Bank St                |              | Seymour             | CT           | 06483      | 06483-2742  | New Haven County     | 321             | 124285A                   | Upper             |
| Staffed Branch (1)                | 1              | Waterbury-Downtown Branch         | 2 W Main St                |              | Waterbury           | CT           | 06702      | 06702-2008  | New Haven County     | 321             | 124271A                   | Low               |
| Staffed Branch (1)                | 1              | Ohio Avenue/Corp Offices Branch   | 1600 S US Highway 1        |              | Fort Pierce         | FL           | 34950      | 34950-5107  | St. Lucie County     | 385             | 122418A                   | Low               |
| Staffed Branch (1)                | 1              | New Britain-Downtown Branch       | 178 Main St                |              | New Britain         | CT           | 06051      | 06051-2229  | Hartford County      | 318             | 124265A                   | Low               |
| Staffed Branch (1)                | 1              | Avon Branch                       | 255 W Main St              |              | Avon                | CT           | 06001      | 06001-4352  | Hartford County      | 318             | 124267A                   | Upper             |
| Staffed Branch (1)                | 1              | Port Saint Lucie North Branch     | 8000 S US #1               |              | Port Saint Lucie    | FL           | 34952      | 34952-2338  | St. Lucie County     | 395             | 072211A                   | Moderate          |
| Staffed Branch (1)                | 1              | Killingworth Branch               | 184 Rt 81                  |              | Killingworth        | CT           | 06419      | 06419-1472  | Middlesex County     | 320             | 124276A                   | Upper             |
| Staffed Branch (1)                | 1              | Sedgwick Plaza Branch             | 143 S Main St              |              | West Hartford       | CT           | 06107      | 06107-3431  | Hartford County      | 318             | 124292A                   | Upper             |
| Staffed Branch (1)                | 1              | Mount Pleasant Branch             | 1021 Anna Knapp Ext        |              | Mount Pleasant      | SC           | 29464      | 29464-3133  | Charleston County    | 2431            | 148825A                   | Upper             |
| Staffed Branch (1)                | 1              | Conway Branch                     | 1560 3rd Ave               |              | Conway              | SC           | 29526      | 29526-6014  | Horry County         | 2415            | 148793A                   | Moderate          |
| Staffed Branch (1)                | 1              | Little River Branch               | 1580 Hwy 17                |              | Little River        | SC           | 29568      | 29568-9219  | Horry County         | 2431            | 148827A                   | Middle            |
| Staffed Branch (1)                | 1              | Surfside Beach Branch             | 300 Hwy 17 N               |              | Surfside Beach      | SC           | 29575      | 29575-6031  | Horry County         | 2431            | 148843A                   | Middle            |
| Staffed Branch (1)                | 1              | Murrells Inlet Branch             | 3205 S Hwy 17 Business     |              | Murrells Inlet      | SC           | 29576      | 29576-7863  | Horry County         | 2431            | 148826A                   | Middle            |
| Staffed Branch (1)                | 1              | Wilmington Main Branch            | 802 S College Rd           |              | Wilmington          | NC           | 28403      | 28403-4410  | New Hanover County   | 1730            | 148764A                   | Low               |
| Staffed Branch (1)                | 1              | Hampstead, Nc Branch              | 15280 US Hwy 17 N          |              | Hampstead           | NC           | 28443      | 28443-3314  | Pender County        | 1736            | 148751A                   | Middle            |
| Staffed Branch (1)                | 1              | Salem-N. Broadway Branch          | 155 N Broadway             |              | Salem               | NH           | 03079      | 03079-2184  | Rockingham County    | 1919            | 121125A                   | Middle            |
| Staffed Branch (1)                | 1              | Falmouth Branch                   | 200 US Rt 1                |              | Falmouth            | ME           | 04105      | 04105-1310  | Cumberland County    | 1228            | 118124A                   | Upper             |
| Staffed Branch (1)                | 1              | East Hartford Branch              | 29 Main St                 |              | East Hartford       | CT           | 06118      | 06118-3209  | Hartford County      | 318             | 117843A                   | Moderate          |
| Staffed Branch (1)                | 1              | Colchester Branch                 | 64 Norwich Ave             |              | Colchester          | CT           | 06415      | 06415-1202  | New London County    | 322             | 117842A                   | Middle            |
| Staffed Branch (1)                | 1              | Bridgeton Branch                  | 53 S Laurel St             |              | Bridgeton           | NJ           | 08302      | 08302-1946  | Cumberland County    | 1927            | 13335AA                   | Moderate          |
| Staffed Branch (1)                | 1              | Penns Grove Branch                | 19 S Virginia Ave          |              | Penns Grove         | NJ           | 08069      | 08069-1716  | Salem County         | 1938            | 133422A                   | Low               |
| Staffed Branch (1)                | 1              | Salem, Nj Branch                  | 443 E Broadway             |              | Salem               | NJ           | 08079      | 08079-1234  | Salem County         | 1938            | 133430A                   | Low               |
| Staffed Branch (1)                | 1              | Harwich Port Branch               | 538 Main St                |              | Harwich Port        | MA           | 02646      | 02646-1942  | Barnstable County    | 1188            | 116270A                   | Middle            |
| Staffed Branch (1)                | 1              | South Dennis Branch               | 519 Rt 124                 |              | South Dennis        | MA           | 02680      | 02680-3005  | Barnstable County    | 1188            | 116232A                   | Middle            |
| Staffed Branch (1)                | 1              | Hyannis Mall Branch               | 228 Falmouth Rd            |              | Hyannis             | MA           | 02601      | 02601-2760  | Barnstable County    | 1188            | 116231A                   | Low               |
| Staffed Branch (1)                | 1              | Centerville Branch                | 1708 Falmouth Rd           |              | Centerville         | MA           | 02632      | 02632-2933  | Barnstable County    | 1188            | 116203A                   | Middle            |
| Staffed Branch (1)                | 1              | Brewster Branch                   | 7 Underpass Rd             |              | Brewster            | MA           | 02631      | 02631-1810  | Barnstable County    | 1188            | 116200A                   | Middle            |
| Staffed Branch (1)                | 1              | Sandwich Branch                   | 119 Rt 6A                  |              | Sandwich            | MA           | 02563      | 02563-2017  | Barnstable County    | 1188            | 116222A                   | Middle            |
| Staffed Branch (1)                | 1              | South Yarmouth Branch             | 1095 Rt 28                 |              | South Yarmouth      | MA           | 02664      | 02664-4457  | Barnstable County    | 1188            | 116224A                   | Moderate          |
| Staffed Branch (1)                | 1              | Greenville Main Branch            | 102 S Main St              |              | Greenville          | SC           | 29601      | 29601-2711  | Greenville County    | 2428            | 148565A                   | Upper             |
| Staffed Branch (1)                | 1              | Sumter Highway Branch             | 7389 Garners Ferry Rd      |              | Columbia            | SC           | 29209      | 29209-2110  | Richland County      | 2445            | 148791A                   | Moderate          |
| Staffed Branch (1)                | 1              | Andrews Branch                    | 201 S Morgan Ave           |              | Andrews             | SC           | 29510      | 29510-2921  | Georgetown County    | 2427            | 148774A                   | Middle            |
| Staffed Branch (1)                | 1              | Wolfboro Branch                   | 36 Center St               |              | Wolfboro            | NH           | 03894      | 03894-4324  | Carroll County       | 1913            | 081839A                   | Middle            |
| Staffed Branch (1)                | 1              | Park Ridge Branch                 | 33 S Kinderkamack Rd       |              | Montvale            | NJ           | 07645      | 07645-2112  | Bergen County        | 1923            | 135502A                   | Upper             |
| Staffed Branch (1)                | 1              | Hackensack Branch                 | 549 River St               |              | Hackensack          | NJ           | 07601      | 07601-5807  | Bergen County        | 1923            | 142670A                   | Moderate          |
| Staffed Branch (1)                | 1              | Newburyport Branch                | 51 State St                |              | Newburyport         | MA           | 01950      | 01950-6912  | Essex County         | 3192            | 104542A                   | Middle            |
| Staffed Branch (1)                | 1              | Woodbury Center Branch            | 89 Main St S               |              | Woodbury            | CT           | 06798      | 06798-3404  | Litchfield County    | 319             | 134296A                   | Middle            |
| Staffed Branch (1)                | 1              | Port Richey Branch                | 9550 US Hwy 19             |              | Port Richey         | FL           | 34668      | 34668-4664  | Pasco County         | 307             | 148724A                   | Moderate          |
| Staffed Branch (1)                | 1              | Orlando Sodo Branch               | 2405 S Orange Ave          |              | Orlando             | FL           | 32806      | 32806       | Orange County        | 300             | 309414A                   | Middle            |
| Staffed Branch (1)                | 1              | Camden, Sc Branch                 | 315 E Dekalb St            |              | Camden              | SC           | 29020      | 29020-4495  | Kershaw County       | 2433            | 148777A                   | Moderate          |
| Staffed Branch (1)                | 1              | Fairfield-Post Road Branch        | 1643 Post Rd               |              | Fairfield           | CT           | 06824      | 06824-5910  | Fairfield County     | 317             | 133279A                   | Upper             |
| Staffed Branch (1)                | 1              | Stratford,ct Branch               | 951 Stratford Ave          |              | Stratford           | CT           | 06615      | 06615-6310  | Fairfield County     | 317             | 133296A                   | Moderate          |
| Staffed Branch (1)                | 1              | Bridgeport-North End Branch       | 975 Madison Ave            |              | Bridgeport          | CT           | 06606      | 06606-5221  | Fairfield County     | 317             | 133272A                   | Moderate          |
| Staffed Branch (1)                | 1              | Ocean City Branch                 | 101 E 9th St               |              | Ocean City          | NJ           | 08226      | 08226-3445  | Cape May County      | 1926            | 090826A                   | Middle            |
| Staffed Branch (1)                | 1              | Atrium Branch                     | 1701 Marlton Pike E        |              | Cherry Hill         | NJ           | 08003      | 08003-2390  | Camden County        | 1925            | 128432A                   | Upper             |
| Staffed Branch (1)                | 1              | Cinnaminson Branch                | 1999 Lenola Rd             |              | Cinnaminson         | NJ           | 08077      | 08077-3100  | Burlington County    | 1924            | 098250A                   | Upper             |
| Staffed Branch (1)                | 1              | Kings Highway Branch              | 357 Kings Hwy N            |              | Cherry Hill         | NJ           | 08034      | 08034-1013  | Camden County        | 1925            | 075068A                   | Middle            |
| Staffed Branch (1)                | 1              | Woodbury Branch                   | 460 Mantua Pike            |              | Woodbury            | NJ           | 08096      | 08096-2666  | Glooucester County   | 1929            | 072531A                   | Moderate          |
| Staffed Branch (1)                | 1              | Absecon Branch                    | 801 White Horse Pike       |              | Absecon             | NJ           | 08201      | 08201-2301  | Allamantic County    | 1929            | 087816A                   | Moderate          |
| Staffed Branch (1)                | 1              | Washington Township Branch        | 481 Hutfreiss Crosskeys Rd |              | Absecon             | NJ           | 08090      | 08090-9369  | Camden County        | 1929            | 072351A                   | Middle            |
| Staffed Branch (1)                | 1              | Grove Street Branch               | 6 Grove St                 |              | Cherry Hill         | NJ           | 08002      | 08002-2796  | Camden County        | 1925            | 141777A                   | Middle            |
| Staffed Branch (1)                | 1              | Glassboro Branch                  | 700 Delsea Dr N            |              | Glassboro           | NJ           | 08028      | 08028-1436  | Glooucester County   | 1929            | 073808A                   | Upper             |
| Staffed Branch (1)                | 1              | Mullica Hill Branch               | 148 N Main St              |              | Mullica Hill        | NJ           | 08062      | 08062-2611  | Glooucester County   | 1929            | 098249A                   | Upper             |
| Staffed Branch (1)                | 1              | Mt. Holly Branch                  | 510 High St                |              | Mount Holy          | NJ           | 08060      | 08060-1052  | Burlington County    | 1924            | 075224A                   | Moderate          |
| Staffed Branch (1)                | 1              | Marlton East Branch               | 101 Route 70 E             |              | Marlton             | NJ           | 08053      | 08053-1852  | Burlington County    | 1925            | 207960A                   | Middle            |
| Staffed Branch (1)                | 1              | Voorhees Branch                   | 401 Rt 73                  |              | Voorhees            | NJ           | 08043      | 08043-9589  | Camden County        | 1924            | 081957A                   | Middle            |
| Staffed Branch (1)                | 1              | Somers Point Branch               | 399 New Rd                 |              | Somers Point        | NJ           | 08244      | 08244-2158  | Allamantic County    | 1922            | 091091A                   | Middle            |
| Staffed Branch (1)                | 1              | Medford Branch                    | 517 Stokes Rd              |              | Medford             | NJ           | 08055      | 08055-2910  | Burlington County    | 1924            | 143644A                   | Upper             |
| Staffed Branch (1)                | 1              | Lake Pine Branch                  | 195 Tuckerdon Rd           |              | Medford             | NJ           | 08055      | 08055-8858  | Burlington County    | 1924            | 207961A                   | Upper             |
| Staffed Branch (1)                | 1              | Lacey/Forked River Branch         | 106 N Main St              |              | Forked River        | NJ           | 08731      | 08731-3630  | Ocean County         | 1936            | 079246A                   | Middle            |
| Staffed Branch (1)                | 1              | Beach Haven Branch                | 13700 Long Beach Blvd      |              | Long Beach Township | NJ           | 08038      | 08038-9715  | Ocean County         | 1936            | 078633A                   | Middle            |
| Staffed Branch (1)                | 1              | Manahawkin Branch                 | 1571 E Bay Ave             |              | Manahawkin          | NJ           | 08050      | 08050-3324  | Ocean County         | 1936            | 079345A                   | Middle            |
| Staffed Branch (1)                | 1              | Fischer Boulevard Branch          | 848 Fischer Blvd           |              | Toms River          | NJ           | 08753      | 08753-3879  | Ocean County         | 1936            | 097917A                   | Middle            |
| Staffed Branch (1)                | 1              | Barnegat Branch                   | 560 N Main St              |              | Barnegat            | NJ           | 08005      | 08005-2530  | Ocean County         | 1936            | 079244A                   | Middle            |
| Staffed Branch (1)                | 1              | Bayville Branch                   | 430 Rt 9                   |              | Bayville            | NJ           | 08721      | 08721-1847  | Ocean County         | 1936            | 091114A                   | Middle            |
| Staffed Branch (1)                | 1              | Center City Branch                | 1900 Market St             |              | Philadelphia        | PA           | 19103      | 19103-3527  | Philadelphia County  | 2306            | 132927A                   | Upper             |
| Staffed Branch (1)                | 1              | Lawrence Park Branch              | 2014 Sproul Rd             |              | Broomall            | PA           | 19008      | 19008-2725  | Delaware County      | 2278            | 091116A                   | Upper             |
| Staffed Branch (1)                | 1              | University City Branch            | 3735 WALNUT ST             |              | Philadelphia        | PA           | 19104      | 19104-3602  | Philadelphia County  | 2306            | 097252A                   | Middle            |
| Staffed Branch (1)                | 1              | Whitman Branch                    | 2653 S 5th St              |              | Philadelphia        | PA           | 19148      | 19148       | Philadelphia County  | 2306            | 097253A                   | Middle            |
| Staffed Branch (1)                | 1              | Newtown Square Branch             | 3609 Winding Way           |              | Newtown Square      | PA           | 19073      | 19073-3820  | Delaware County      | 2278            | 079768A                   | Upper             |
| Staffed Branch (1)                | 1              | Devon Branch                      | 200 W Lancaster Ave        |              | Devon               | PA           | 19333      | 19333-1506  | Chester County       | 2270            | 071834A                   | Upper             |
| Staffed Branch (1)                | 1              | Chichester Branch                 | 657 Conchester Hwy         |              | Boothwyn            | PA           | 19061      | 19061-3147  | Delaware County      | 2278            | 098252A                   | Upper             |
| Staffed Branch (1)                | 1              | Tilton Branch                     | 10 Sherwood Dr             |              | Tilton              | PA           | 02676      | 02676-5770  | Bellacnap County     | 1912            | 117532A                   | Middle            |
| Staffed Branch (1)                | 1              | Greendale Branch                  | 1430 W Boylston St         |              | Ware                | MA           | 01160      | 01160-3224  | Worcester County     | 1201            | 117355A                   | Middle            |
| Staffed Branch (1)                | 1              | Goffstown Branch                  | 3 Elm St                   |              | Goffstown           | NH           | 03045      | 03045-1902  | Hillsborough County  | 1917            | 117484A                   | Middle            |
| Staffed Branch (1)                | 1              | Hudson, Nh Branch                 | 80 Derry St                |              | Hudson              | NH           | 03051      | 03051-3705  | Hillsborough County  | 1917            | 117492A                   | Middle            |
| Staffed Branch (1)                | 1              | Epsom Branch                      | 1886 Dover Rd              |              | Epsom               | NH           | 03234      | 03234-3234  | Merrimack County     | 1919            | 117481A                   | Upper             |
| Staffed Branch (1)                | 1              | Northwood Branch                  | 263 First NH Tpke          |              | Northwood           | NH           | 03261      | 03261-3406  | Rockingham County    | 1918            | 117522A                   | Middle            |
| Staffed Branch (1)                | 1              | Rice Square Branch                | 500 Grafton St             |              | Worcester           | MA           | 01604      | 01604-4713  | Worcester County     | 1201            | 015709A                   | Middle            |
| Staffed Branch (1)                | 1              | Webster Square Branch             | 1227 Main St               |              | Worcester           | MA           | 01603      | 01603-1817  | Worcester County     | 1201            | 031140A                   | Middle            |
| Staffed Branch (1)                | 1              | Leominster Branch                 | 15 Monument Sq             |              | Leominster          | MA           | 01453      | 01453-5711  | Worcester County     | 1201            | 031141A                   | Moderate          |
| Staffed Branch (1)                | 1              | Shrewsbury-Boston Turnpike Branch | 200 Boston Tpke            |              | Shrewsbury          | MA           | 01545      | 01545-2500  | Worcester County     | 1201            | 004746A                   | Moderate          |
| Staffed Branch (1)                | 1              | Amherst-Triangle St. Branch       | 243 Triangle St            |              | Amherst             | MA           | 01002      | 01002-2144  | Hampshire County     | 1195            | 006306A                   | Upper             |
| Staffed Branch (1)                | 1              | Greenfield Branch                 | 324 Main St                |              | Greenfield          | MA           | 01301      | 01301-3317  | Franklin County      | 1193            | 083114A                   | Middle            |



**TD BANK, N.A. BRANCHES**  
(As of March 5, 2022)

| BranchType (select one from list) | BranchTypeCode | PopularBranchName                 | AddressLine1                   | AddressLine2 | AddressCity         | AddressState | AddressZIP | AddressZIP4 | BranchCounty(select) | AddressCountyID | BranchCertificationNumber | IncomeDesignation |
|-----------------------------------|----------------|-----------------------------------|--------------------------------|--------------|---------------------|--------------|------------|-------------|----------------------|-----------------|---------------------------|-------------------|
| Staffed Branch (1)                | 1              | Sturbridge Branch                 | 178 Main St                    |              | Sturbridge          | MA           | 01566      | 01566-1258  | Worcester County     | 1201            | 01478AA                   | Upper             |
| Drive-in (2)                      | 2              | Granville Drive Thru Branch       | 100 Quaker St                  |              | Granville           | NY           | 12832      | 12832-4824  | Washington County    | 2050            | 01776A                    | Middle            |
| Drive-in (2)                      | 2              | Glens Falls .Ny Drive Thru Branch | 28 Maple St                    |              | Glens Falls         | NY           | 12801      | 12801-3606  | Warren County        | 2049            | 00642AA                   | Middle            |
| Staffed Branch (1)                | 1              | West Long Branch                  | 101 Parker Rd                  |              | West Long Branch    | NJ           | 07764      | 07764-1009  | Monmouth County      | 1934            | 114002A                   | Middle            |
| Staffed Branch (1)                | 1              | Monmouth Regional Branch          | 500 Shrewsbury Ave             |              | Tinton Falls        | NJ           | 07724      | 07724-4906  | Monmouth County      | 1934            | 113997A                   | Middle            |
| Staffed Branch (1)                | 1              | Coltsville Branch                 | 660 Merril Rd                  |              | Pittsfield          | MA           | 01201      | 01201-3710  | Berkshire County     | 1189            | 093920A                   | Middle            |
| Staffed Branch (1)                | 1              | West Street Branch                | 90 West St                     |              | Pittsfield          | MA           | 01201      | 01201-5846  | Berkshire County     | 1189            | 093920A                   | Low               |
| Staffed Branch (1)                | 1              | South Willow Street Branch        | 1255 S Willow St               |              | Manchester          | NH           | 03103      | 03103-4032  | Hillsborough County  | 1917            | 117504A                   | Moderate          |
| Staffed Branch (1)                | 1              | North Conway Branch               | 2561 Main St                   |              | North Conway        | NH           | 03860      | 03860       | Carroll County       | 1913            | 117519A                   | Moderate          |
| Staffed Branch (1)                | 1              | Mt. Valley Mall Branch            | 1249 Eastman Rd                |              | North Conway        | NH           | 03860      | 03860       | Carroll County       | 1913            | 117518A                   | Moderate          |
| Staffed Branch (1)                | 1              | Bedford-Route 101 Branch          | 184 Rt 101                     |              | Bedford             | NH           | 03110      | 03110-5415  | Hillsborough County  | 1917            | 117469A                   | Upper             |
| Staffed Branch (1)                | 1              | Manchester Center Branch          | 58 Bonnet St                   |              | Manchester Center   | VT           | 05255      | 05255-8920  | Bennington County    | 3036            | 117452A                   | Middle            |
| Staffed Branch (1)                | 1              | Burlington, Vt Branch             | 111 Main St                    |              | Burlington          | VT           | 05401      | 05401-8409  | Chittenden County    | 3038            | 121936A                   | Moderate          |
| Staffed Branch (1)                | 1              | South Burlington Branch           | 1855 Williston Rd              |              | South Burlington    | VT           | 05403      | 05403-6070  | Chittenden County    | 3038            | 097172A                   | Middle            |
| Staffed Branch (1)                | 1              | Williston Branch                  | 2300 St George Rd              |              | Williston           | VT           | 05495      | 05495-7433  | Chittenden County    | 3038            | 074019A                   | Upper             |
| Staffed Branch (1)                | 1              | Shelburne Branch                  | 5112 Shelburne Rd              |              | Shelburne           | VT           | 05482      | 05482-6698  | Chittenden County    | 3038            | 026499A                   | Upper             |
| Staffed Branch (1)                | 1              | Seventy-Ninth St. Branch          | 7815 Kennedy Blvd              |              | North Bergen        | NJ           | 07047      | 07047-4136  | Hudson County        | 1930            | 133411A                   | Middle            |
| Staffed Branch (1)                | 1              | Temple Terrace Branch             | 9400 N 56th St                 |              | Temple Terrace      | FL           | 33617      | 33617-5506  | Hillsborough County  | 357             | 148735A                   | Middle            |
| Staffed Branch (1)                | 1              | Wansham-Remede Drive Up Branch    | 242 Main St                    |              | Wareham             | MA           | 02571      | 02571-5214  | Plymouth County      | 1199            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Port Jervis Branch                | 205 E Main St                  |              | Port Jervis         | NY           | 12771      | 12771-2207  | Orange County        | 2028            | 13332A                    | Moderate          |
| Staffed Branch (1)                | 1              | Washingtonville Branch            | 21 E Main St                   |              | Washingtonville     | NY           | 10992      | 10992-1510  | Orange County        | 2028            | 13334A                    | Middle            |
| Staffed Branch (1)                | 1              | Monticello Branch                 | 463 Broadway                   |              | Monticello          | NY           | 12701      | 12701-1723  | Sullivan County      | 1205            | 13332A                    | Moderate          |
| Staffed Branch (1)                | 1              | Warwick, Ny Branch                | 51 Main St                     |              | Warwick             | NY           | 10990      | 10990-1330  | Orange County        | 2028            | 133342A                   | Middle            |
| Staffed Branch (1)                | 1              | School St. Montpelier Branch      | 9 School St                    |              | Montpelier          | VT           | 05602      | 05602-2911  | Washington County    | 3046            | 098902A                   | Middle            |
| Staffed Branch (1)                | 1              | New Smyrna Branch                 | 1811 State Rd 44               |              | New Smyrna Beach    | FL           | 32168      | 32168-8340  | Volusia County       | 393             | 100403A                   | Middle            |
| Staffed Branch (1)                | 1              | Augusta Branch                    | 101 Western Ave                |              | Augusta             | ME           | 04330      | 04330-7230  | Kennebec County      | 1231            | 118108A                   | Middle            |
| Staffed Branch (1)                | 1              | Lewiston 790 Lisbon St. Branch    | 790 Lisbon St                  |              | Lewiston            | ME           | 04240      | 04240-6634  | Androscoggin County  | 1226            | 118134A                   | Low               |
| Staffed Branch (1)                | 1              | Gray Branch                       | 23 Portland Rd                 |              | Gray                | ME           | 04039      | 04039-9431  | Cumberland County    | 1228            | 118130A                   | Middle            |
| Staffed Branch (1)                | 1              | Fort Kent Branch                  | 62 W Main St                   |              | Fort Kent           | ME           | 04743      | 04743-1244  | Aroostook County     | 1227            | 118129A                   | Middle            |
| Staffed Branch (1)                | 1              | Lincoln Branch                    | 32 Goding Ave                  |              | Lincoln             | ME           | 04457      | 04457-1323  | Penobscot County     | 1235            | 118131A                   | Middle            |
| Staffed Branch (1)                | 1              | Caribou Branch                    | 14 Sweden St                   |              | Caribou             | ME           | 04736      | 04736-2124  | Aroostook County     | 1227            | 118118A                   | Middle            |
| Staffed Branch (1)                | 1              | Yarmouth Branch                   | 1730 US Rt 1                   |              | Yarmouth            | ME           | 04096      | 04096-6022  | Cumberland County    | 1228            | 118173A                   | Upper             |
| Staffed Branch (1)                | 1              | Oxford Branch                     | 1588 Main St                   |              | Oxford              | ME           | 04270      | 04270-3319  | Oxford County        | 1234            | 118145A                   | Middle            |
| Staffed Branch (1)                | 1              | Clinton Branch                    | 1705 Rt 31                     |              | Clinton             | NJ           | 08809      | 08809       | Hunterdon County     | 1931            | 114577A                   | Upper             |
| Staffed Branch (1)                | 1              | Titusville Branch                 | 201 Cheney Hwy                 |              | Titusville          | FL           | 32780      | 32780-6602  | Brevard County       | 333             | 098157A                   | Middle            |
| Staffed Branch (1)                | 1              | Stratham Branch                   | 28 Portsmouth Ave              |              | Stratham            | NH           | 03885      | 03885-2550  | Rockingham County    | 1919            | 117530A                   | Upper             |
| Staffed Branch (1)                | 1              | Saco Branch                       | 4 Scammon St                   |              | Saco                | ME           | 04072      | 04072-5122  | York County          | 1241            | 118154A                   | Moderate          |
| Staffed Branch (1)                | 1              | Bryan Dairy Branch                | 8040 Bryan Dairy Rd            |              | Largo               | FL           | 33777      | 33777-1446  | Pinellas County      | 381             | 148706A                   | Upper             |
| Staffed Branch (1)                | 1              | Marlborough Branch                | 133 E Main St                  |              | Marlborough         | MA           | 01752      | 01752-2630  | Middlesex County     | 1196            | 121359A                   | Moderate          |
| Staffed Branch (1)                | 1              | Niskayuna Branch                  | 2301 Nott St E                 |              | Niskayuna           | NY           | 12309      | 12309-4302  | Schenectady County   | 2039            | 103943A                   | Upper             |
| Staffed Branch (1)                | 1              | Sudbury Branch                    | 407 Boston Post Rd             |              | Sudbury             | MA           | 01776      | 01776-3041  | Middlesex County     | 1196            | 121352A                   | Upper             |
| Staffed Branch (1)                | 1              | Red Bank Branch                   | 89 W Front St                  |              | Red Bank            | NJ           | 07701      | 07701-1621  | Monmouth County      | 1934            | 114000A                   | Middle            |
| Staffed Branch (1)                | 1              | Bay Street Branch                 | 70 Bay St                      |              | Manchester          | NH           | 03104      | 03104-3006  | Hillsborough County  | 1917            | 117500A                   | Moderate          |
| Staffed Branch (1)                | 1              | Four Seasons Branch               | 201 Witten Dr                  |              | Hampdenoville       | NC           | 28792      | 28792-2760  | Henderson County     | 1710            | 148752A                   | Moderate          |
| Staffed Branch (1)                | 1              | Hammonon Squares Branch           | 97 S White Horse Pike          |              | Hammonon            | NJ           | 08037      | 08037-1872  | Atlantic County      | 1922            | 103395A                   | Upper             |
| Staffed Branch (1)                | 1              | Stratford, NJ Branch              | 55 S White Horse Pike          |              | Stratford           | NJ           | 08984      | 08984-1520  | Camden County        | 1925            | 121127A                   | Middle            |
| Staffed Branch (1)                | 1              | Needham Branch                    | 95 Highland Ave                |              | Needham             | MA           | 02494      | 02494-3005  | Norfolk County       | 1198            | 121351A                   | Upper             |
| Staffed Branch (1)                | 1              | Hooksett Branch                   | 11323 Hooksett Rd              |              | Hooksett            | NH           | 03106      | 03106-1888  | Merrimack County     | 1918            | 117491A                   | Upper             |
| Staffed Branch (1)                | 1              | Longwood Office                   | 2675 W State Rd 434            |              | Longwood            | FL           | 32779      | 32779-4444  | Seminole County      | 388             | 148708A                   | Upper             |
| Staffed Branch (1)                | 1              | Westwood Branch                   | 336 Old Hook Rd                |              | Westwood            | NJ           | 07675      | 07675-3229  | Bergen County        | 1923            | 142703A                   | Upper             |
| Staffed Branch (1)                | 1              | South Hadley Branch               | 460 Newton St                  |              | South Hadley        | MA           | 01075      | 01075-2332  | Hampshire County     | 1195            | 117437A                   | Middle            |
| Staffed Branch (1)                | 1              | Maximo Branch                     | 3655 50th Ave S                |              | Saint Petersburg    | FL           | 33711      | 33711-4526  | Pinellas County      | 381             | 148721A                   | Upper             |
| Staffed Branch (1)                | 1              | Parkway Branch                    | 401 William Hilton Pkwy        |              | Hilton Head Island  | SC           | 29926      | 29926-2418  | Beaufort County      | 2412            | 148814A                   | Moderate          |
| Staffed Branch (1)                | 1              | Collegeville Branch               | 498 Second Ave                 |              | Collegeville        | PA           | 19426      | 19426-2656  | Montgomery County    | 2301            | 098254A                   | Upper             |
| Staffed Branch (1)                | 1              | Media Branch                      | 42 E Baltimore Ave             |              | Media               | PA           | 19063      | 19063-3701  | Delaware County      | 2278            | 103312A                   | Upper             |
| Staffed Branch (1)                | 1              | Londonderry Branch                | 62 Nashua Rd                   |              | Londonderry         | NH           | 03053      | 03053-3421  | Rockingham County    | 1916            | 121124A                   | Middle            |
| Staffed Branch (1)                | 1              | Stafford Branch                   | 581 Rt 72 W                    |              | Stafford            | NJ           | 08050      | 08050-2821  | Ocean County         | 1936            | 106042A                   | Moderate          |
| Staffed Branch (1)                | 1              | Guaranty Building Branch          | 370 Main St                    |              | Worcester           | MA           | 01608      | 01608-1723  | Worcester County     | 1201            | 121935A                   | Upper             |
| Staffed Branch (1)                | 1              | Latham Branch                     | 1 Old Loudon Rd                |              | Latham              | NY           | 12110      | 12110-5234  | Albany County        | 1993            | 103350A                   | Upper             |
| Staffed Branch (1)                | 1              | Central Avenue Branch             | 1256 Central Ave               |              | Albany              | NY           | 12205      | 12205-5201  | Albany County        | 1993            | 103216A                   | Middle            |
| Staffed Branch (1)                | 1              | Berlin, Ct Branch                 | 1127 Farmington Ave            |              | Berlin              | CT           | 06037      | 06037-2241  | Hartford County      | 318             | 124268A                   | Middle            |
| Staffed Branch (1)                | 1              | Gilford Branch                    | 1402 Lake Shore Rd             |              | Gilford             | NH           | 03249      | 03249-2249  | Belknap County       | 1912            | 117482A                   | Upper             |
| Staffed Branch (1)                | 1              | Burnsville Branch                 | 600 W US Hwy 19E Byp           |              | Burnsville          | NC           | 28714      | 28714-7152  | Yancey County        | 1765            | 148746A                   | Middle            |
| Staffed Branch (1)                | 1              | Philadelphia Lehig Branch         | 701 W Lehigh Ave               |              | Philadelphia        | PA           | 19133      | 19133-2243  | Philadelphia County  | 2306            | 208417A                   | Low               |
| Staffed Branch (1)                | 1              | Mechanicville Branch              | 5 Park Ptz                     |              | Mechanicville       | NY           | 12118      | 12118-1520  | Saratoga County      | 2038            | 111132A                   | Middle            |
| Staffed Branch (1)                | 1              | Cotman & Bustleton Branch         | 2231 Cotman Ave                |              | Philadelphia        | PA           | 19149      | 19149-1204  | Philadelphia County  | 2306            | 133471A                   | Middle            |
| Staffed Branch (1)                | 1              | Orange City Volusia Ave Branch    | 2240 S Volusia Ave             |              | Orange City         | FL           | 32763      | 32763-7614  | Volusia County       | 3293            | 136926A                   | Moderate          |
| Staffed Branch (1)                | 1              | Hampton Square Branch             | 1130 Whitehorse Hamilton Sq Rd |              | Hampton             | NJ           | 08690      | 08690-3708  | Mercer County        | 1922            | 106915A                   | Middle            |
| Staffed Branch (1)                | 1              | Erving Branch                     | 1620 N Olden Ave               |              | Erving              | NJ           | 08838      | 08838-3286  | Mercer County        | 1922            | 116162A                   | Moderate          |
| Staffed Branch (1)                | 1              | Brick Plaza Branch                | 1049 Cedarbridge Ave           |              | Brick               | NJ           | 08723      | 08723-4048  | Ocean County         | 1924            | 116116A                   | Middle            |
| Staffed Branch (1)                | 1              | North Penn Branch                 | 1490 S Valley Forge Rd         |              | Lansdale            | PA           | 19446      | 19446-4719  | Montgomery County    | 2301            | 108208A                   | Upper             |
| Staffed Branch (1)                | 1              | Manchester Branch                 | 2570 Rt 37                     |              | Manchester Township | NJ           | 08759      | 08759-6505  | Ocean County         | 1924            | 114580A                   | Moderate          |
| Staffed Branch (1)                | 1              | Vero Beach US 1 Branch            | 1238 US Hwy 1                  |              | Vero Beach          | FL           | 32960      | 32960-5730  | Indian River County  | 359             | 114583A                   | Low               |
| Staffed Branch (1)                | 1              | Atlantic City Branch              | 15 N Pennsylvania Ave          |              | Atlantic City       | NJ           | 08401      | 08401-4730  | Atlantic County      | 1922            | 111995A                   | Low               |
| Staffed Branch (1)                | 1              | Camden, NJ Branch                 | 501 Mickle Blvd                |              | Camden              | NJ           | 08103      | 08103-1117  | Camden County        | 1925            | 116124A                   | Low               |
| Staffed Branch (1)                | 1              | Sebastian Branch                  | 13633 US Hwy One               |              | Sebastian           | FL           | 32958      | 32958-3230  | Indian River County  | 359             | 111831A                   | Middle            |
| Staffed Branch (1)                | 1              | Delran Branch                     | 1050 S Chester Ave             |              | Delran              | NJ           | 08075      | 08075-9701  | Burlington County    | 1924            | 114933A                   | Middle            |
| Staffed Branch (1)                | 1              | Freehold Road Branch              | 600 W Main St                  |              | Freehold            | NJ           | 07728      | 07728-2527  | Monmouth County      | 1934            | 113562A                   | Upper             |
| Staffed Branch (1)                | 1              | English Creek Branch              | 3002 English Creek Ave         |              | Egg Harbor Township | NJ           | 08234      | 08234-5242  | Atlantic County      | 1922            | 116164A                   | Middle            |
| Staffed Branch (1)                | 1              | Merritt Island Branch             | 250 E Merritt Island Causeway  |              | Merritt Island      | FL           | 32952      | 32952-3637  | Brevard County       | 333             | 114059A                   | Middle            |
| Staffed Branch (1)                | 1              | Evered Branch                     | 225 Greentree Rd               |              | Merritt             | NJ           | 08053      | 08053-9404  | Burlington County    | 1924            | 103412A                   | Upper             |
| Staffed Branch (1)                | 1              | South Florence Branch             | 684 Pamplona Hwy               |              | Florence            | SC           | 29505      | 29505-6014  | Florence County      | 2426            | 148909A                   | Upper             |
| Staffed Branch (1)                | 1              | 90 West Office                    | 2844 W US Hwy 90               |              | Lake City           | FL           | 32055      | 32055-4756  | Calhoun County       | 340             | 148705A                   | Middle            |
| Staffed Branch (1)                | 1              | Brandon Branch                    | 1018 W Lumsden Rd              |              | Brandon             | FL           | 33511      | 33511-6245  | Hillsborough County  | 357             | 148690A                   | Middle            |
| Staffed Branch (1)                | 1              | Ludlow-Center St. Branch          | 549 Center St                  |              | Ludlow              | MA           | 01056      | 01056-2733  | Hampden County       | 1194            | 117434A                   | Middle            |
| Staffed Branch (1)                | 1              | North Attleborough Branch         | 2 N Washington St              |              | North Attleboro     | MA           | 02760      | 02760-1606  | Bristol County       | 1190            | 127129A                   | Upper             |
| Staffed Branch (1)                | 1              | Interstate Branch                 | 1 Interstate Shop Ctr          |              | Ramsey              | NJ           | 07446      | 07446-1130  | Bergen County        | 1923            | 142676A                   | Upper             |
| Staffed Branch (1)                | 1              | Salem-Long Ave Branch             | 600 Loring Ave                 |              | Salem               | MA           | 01970      | 01970-4264  | Essex County         | 1192            | 123046A                   | Middle            |
| Staffed Branch (1)                | 1              | Blue Bell Branch                  | 3051 Walton Rd                 |              | Plymouth Meeting    | PA           | 19462      | 19462-2344  | Montgomery County    | 2301            | 098253A                   | Middle            |
| Staffed Branch (1)                | 1              | Brunswick-Tibbetts Drive Branch   | 10 Tibbetts Dr                 |              | Brunswick           | ME           | 04011      | 04011-2680  | Cumberland County    | 1228            | 118116A                   | Moderate          |
| Staffed Branch (1)                | 1              | Jackson Branch                    | 7 N County Line Rd             |              | Jackson             | NJ           | 08527      | 08527-1250  | Ocean County         | 1926            | 106910A                   | Middle            |
| Staffed Branch (1)                | 1              | Mahwah Route 17 Branch            | 375 Rt 17                      |              | Mahwah              | NJ           | 07430      | 07430-2128  | Bergen County        | 1933            | 133527A                   | Upper             |

TD BANK, N.A. BRANCHES  
(As of March 5, 2022)

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|-----------------------------------|----------------|---|---------------------------|--------------|----------------------|--------------|------------|-------------|-----------------------------------|-----------------|---------------------------|-------------------|
| Staffed Branch (1)                | 1              | Camel Branch                              | 96 Gleneida Ave           |              | Camel                | NY           | 10512      | 10512-1231  | Putnam County                     | 2032            | 133311A                   | Upper             |
| Staffed Branch (1)                | 1              | Rocky Hill Branch                         | 832 Cromwell Ave          |              | Rocky Hill           | CT           | 06067      | 06067-1843  | Hartford County                   | 318             | 124284A                   | Upper             |
| Staffed Branch (1)                | 1              | Point Pleasant Branch                     | 3301 Bridge Ave           |              | Point Pleasant       | NJ           | 08742      | 08742-2859  | Ocean County                      | 1936            | 112158A                   | Upper             |
| Staffed Branch (1)                | 1              | Airpark Branch                            | 1720 NW 57th Ave          |              | Miami                | FL           | 33126      | 33126-2002  | Miami-Dade County                 | 341             | 148710A                   | Moderate          |
| Staffed Branch (1)                | 1              | Hillsdale Branch                          | 450 Hillsdale Ave         |              | Hillsdale            | NJ           | 07642      | 07642-2713  | Bergen County                     | 1923            | 142674A                   | Upper             |
| Staffed Branch (1)                | 1              | Paramus On Forest Avenue Branch           | 275 Forest Ave            |              | Paramus              | NJ           | 07652      | 07652-5426  | Bergen County                     | 1923            | 142659A                   | Upper             |
| Staffed Branch (1)                | 1              | West Melbourne Branch                     | 3125 W New Haven Ave      |              | Melbourne            | FL           | 32904      | 32904-3567  | Brevard County                    | 333             | 114309A                   | Middle            |
| Staffed Branch (1)                | 1              | Morrisville (Falls Top) Branch            | 346 W Trenton Ave         |              | Morrisville          | PA           | 19067      | 19067-2041  | Bucks County                      | 224             | 113899A                   | Moderate          |
| Staffed Branch (1)                | 1              | Doylstown Branch                          | 577 N Main St             |              | Doylstown            | PA           | 18901      | 18901-3922  | Bucks County                      | 2264            | 114930A                   | Middle            |
| Staffed Branch (1)                | 1              | Valley Forge Branch                       | 100 Swedesford Rd         |              | Devon                | PA           | 19333      | 19333-1143  | Chester County                    | 2270            | 114459A                   | Upper             |
| Staffed Branch (1)                | 1              | Thornblade Branch                         | 6 Elmshorn Dr             |              | Greer                | SC           | 29650      | 29650-4571  | Greenville County                 | 2428            | 148812A                   | Upper             |
| Staffed Branch (1)                | 1              | NW 43rd Street Branch                     | 600 NW 43rd St            |              | Gainesville          | FL           | 32607      | 32607-6113  | Alachua County                    | 329             | 148690A                   | Middle            |
| Staffed Branch (1)                | 1              | Crystal River Branch                      | 1000 SE US Hwy 19         |              | Crystal River        | FL           | 34429      | 34429-4816  | Citrus County                     | 337             | 148685A                   | Upper             |
| Staffed Branch (1)                | 1              | Kirkman Road Branch                       | 4675 S Kirkman Rd         |              | Oriando              | FL           | 32811      | 32811-2832  | Orange County                     | 377             | 148721A                   | Moderate          |
| Staffed Branch (1)                | 1              | Carrollwood Branch                        | 10821 N Dale Mabry Hwy    |              | Tampa                | FL           | 33618      | 33618-4141  | Hillsborough County               | 357             | 148730A                   | Upper             |
| Staffed Branch (1)                | 1              | Hartford Branch                           | 203 Trumbull St           |              | Hartford             | CT           | 06103      | 06103-2212  | Hartford County                   | 318             | 133285A                   | Middle            |
| Staffed Branch (1)                | 1              | South Tinton Falls Branch                 | 4057 Asbury Ave           |              | Tinton Falls         | NJ           | 07753      | 07753-7700  | Monmouth County                   | 1934            | 114001A                   | Middle            |
| Staffed Branch (1)                | 1              | Hendersonville (South Main) Branch        | 535 Greenville Hwy        |              | Hendersonville       | NC           | 28792      | 28792-5755  | Henderson County                  | 1710            | 148753A                   | Middle            |
| Staffed Branch (1)                | 1              | Newton Centre Branch                      | 1197 Centre St            |              | Newton               | MA           | 02459      | 02459-1533  | Middlesex County                  | 1196            | 129340A                   | Upper             |
| Staffed Branch (1)                | 1              | Wellesley R9 Branch                       | 999 Worcester St          |              | Wellesley            | MA           | 02482      | 02482-3706  | Norfolk County                    | 1198            | 129213A                   | Upper             |
| Staffed Branch (1)                | 1              | Port Orange Branch                        | 1101 Dunlawton Ave        |              | Port Orange          | FL           | 32127      | 32127-4745  | Volusia County                    | 393             | 121016A                   | Moderate          |
| Staffed Branch (1)                | 1              | Burnt Tavern Branch                       | 989 Burnt Tavern Rd       |              | Brick                | NJ           | 08724      | 08724-2014  | Ocean County                      | 1926            | 114457A                   | Middle            |
| Staffed Branch (1)                | 1              | Jenkintown Branch                         | 710 Old York Rd           |              | Jenkintown           | PA           | 19046      | 19046-2833  | Montgomery County                 | 2301            | 116743A                   | Upper             |
| Staffed Branch (1)                | 1              | Golden Crest Bank                         | 2283 Rt 33                |              | Hamilton             | NJ           | 08690      | 08690-1717  | Mercer County                     | 1922            | 114463A                   | Upper             |
| Staffed Branch (1)                | 1              | Rittenhouse Square Branch                 | 1726 Walnut St            |              | Philadelphia         | PA           | 19103      | 19103-6101  | Philadelphia County               | 2306            | 116194A                   | Upper             |
| Staffed Branch (1)                | 1              | Boynton Beach Branch                      | 1601 W Boynton Beach Blvd |              | Boynton Beach        | FL           | 33436      | 33436-4605  | Palm Beach County                 | 379             | 134428A                   | Middle            |
| Staffed Branch (1)                | 1              | Naamans Branch                            | 2502 Marsh Rd             |              | Wilmington           | DE           | 19810      | 19810-1641  | New Castle County                 | 327             | 132110A                   | Middle            |
| Staffed Branch (1)                | 1              | Flourtown Branch                          | 1240 Bethlehem Pike       |              | Flourtown            | PA           | 19031      | 19031-2028  | Montgomery County                 | 2301            | 117371A                   | Upper             |
| Staffed Branch (1)                | 1              | Glastonbury Main Street Drive-Thru Branch | 105 Welles St             |              | Glastonbury          | CT           | 06033      | 06033-4815  | Hartford County                   | 318             | 118402A                   | Middle            |
| Staffed Branch (1)                | 1              | Harmony Road Branch                       | 207 Harmony Rd            |              | Middletown           | NJ           | 07748      | 07748-1714  | Monmouth County                   | 1934            | 117362A                   | Middle            |
| Staffed Branch (1)                | 1              | Roosevelt Boulevard Branch                | 2520 Grant Ave            |              | Philadelphia         | PA           | 19114      | 19114-2201  | Philadelphia County               | 2306            | 117294A                   | Middle            |
| Staffed Branch (1)                | 1              | Bensalem Mulmville Branch                 | 3933 Mulmville Rd         |              | Bensalem             | PA           | 19020      | 19020-3824  | Bucks County                      | 2284            | 117343A                   | Middle            |
| Staffed Branch (1)                | 1              | Bensalem/Steele Road Branch               | 2751 St Rd                |              | Bensalem             | PA           | 19020      | 19020-2810  | Bucks County                      | 2284            | 117344A                   | Low               |
| Staffed Branch (1)                | 1              | Wayne PeaskeBranch                        | 187 Berdan Ave            |              | Wayne                | NJ           | 07470      | 07470-3216  | Passaic County                    | 1937            | 142700A                   | Upper             |
| Staffed Branch (1)                | 1              | Gate Parkway Branch                       | 9715 Gate Pkwy N          |              | Jacksonville         | FL           | 32246      | 32246-8221  | Duval County/City of Jacksonville | 344             | 148699A                   | Middle            |
| Staffed Branch (1)                | 1              | Ocala Branch                              | 2437 SE 17th St           |              | Ocala                | FL           | 34471      | 34471-9105  | Marion County                     | 370             | 148715A                   | Upper             |
| Staffed Branch (1)                | 1              | Ocean Township Branch                     | 802 W Park Ave            |              | Ocean                | NJ           | 07712      | 07712-8527  | Monmouth County                   | 1934            | 117611A                   | Middle            |
| Staffed Branch (1)                | 1              | Route 273 Branch                          | 82 Christiana Rd          |              | New Castle           | DE           | 19720      | 19720-3118  | New Castle County                 | 327             | 117636A                   | Middle            |
| Staffed Branch (1)                | 1              | Quakerbridge Branch                       | 3470 Quakerbridge Rd      |              | Mercerville          | NJ           | 08619      | 08619-1204  | Mercer County                     | 1932            | 114462A                   | Middle            |
| Staffed Branch (1)                | 1              | Springfield Na Branch                     | 540 Morris Ave            |              | Springfield          | NJ           | 07081      | 07081-1017  | Union County                      | 1941            | 117376A                   | Middle            |
| Staffed Branch (1)                | 1              | East Hanover Branch                       | 50 River Rd               |              | East Hanover         | NJ           | 07936      | 07936-3536  | Morris County                     | 1935            | 118337A                   | Upper             |
| Staffed Branch (1)                | 1              | Levittown Branch                          | 624 S Oxford Valley Rd    |              | Fairless Hills       | PA           | 19030      | 19030-3902  | Bucks County                      | 2264            | 114931A                   | Middle            |
| Staffed Branch (1)                | 1              | Aston Branch                              | 5025 Pennell Rd           |              | Aston                | PA           | 19014      | 19014-1869  | Delaware County                   | 2278            | 117911A                   | Upper             |
| Staffed Branch (1)                | 1              | Ashville Branch                           | 200 College St            |              | Ashville             | NC           | 28801      | 28801-3005  | Wayne County                      | 1676            | 148742A                   | Upper             |
| Staffed Branch (1)                | 1              | Monroe Branch                             | 182 Prospect Plains Rd    |              | Monroe Township      | NJ           | 08831      | 08831-3714  | Middlesex County                  | 1933            | 135010A                   | Moderate          |
| Staffed Branch (1)                | 1              | Woodbridge, NJ Branch                     | 900 Saint Georges Ave     |              | Woodbridge           | NJ           | 07095      | 07095-2520  | Middlesex County                  | 1933            | 117507A                   | Middle            |
| Staffed Branch (1)                | 1              | Rahway Branch                             | 1071 Saint Georges Ave    |              | Rahway               | NJ           | 07065      | 07065-2660  | Union County                      | 1941            | 117912A                   | Middle            |
| Staffed Branch (1)                | 1              | Aberdeen Branch                           | 1045 Hwy 34               |              | Aberdeen             | NJ           | 07747      | 07747-2195  | Monmouth County                   | 1934            | 114456A                   | Upper             |
| Staffed Branch (1)                | 1              | Franklin Lakes Branch                     | 768 Franklin Ave          |              | Franklin Lakes       | NJ           | 07417      | 07417-1335  | Bergen County                     | 1923            | 142669A                   | Upper             |
| Staffed Branch (1)                | 1              | Maywood Branch                            | 560 Maywood Ave           |              | Maywood              | NJ           | 07607      | 07607-1315  | Bergen County                     | 1923            | 142681A                   | Upper             |
| Staffed Branch (1)                | 1              | Boynton Beach/Woolbright Store Branch     | 578 E Woolbright Rd       |              | Boynton Beach        | FL           | 33435      | 33435-6033  | Palm Beach County                 | 379             | 148716A                   | Moderate          |
| Staffed Branch (1)                | 1              | Winter Garden Branch                      | 12200 W Colonial Dr       |              | Winter Garden        | FL           | 34787      | 34787-4125  | Orange County                     | 377             | 148738A                   | Middle            |
| Staffed Branch (1)                | 1              | Willow Grove Branch                       | 2900 W Moreland Rd        |              | Willow Grove         | PA           | 19090      | 19090-3051  | Montgomery County                 | 2301            | 113712A                   | Middle            |
| Staffed Branch (1)                | 1              | Dery Branch                               | 35 Manchester Rd          |              | Dery                 | NC           | 03038      | 03038-3064  | Rockingham County                 | 1919            | 121104A                   | Middle            |
| Staffed Branch (1)                | 1              | Tega Cay Branch                           | 100 Stone Village Dr      |              | Fort Mill            | SC           | 29708      | 29708-6479  | York County                       | 2451            | 148801A                   | Upper             |
| Staffed Branch (1)                | 1              | St. Augustine/Lewis Point Branch          | 2501 US 1 S               |              | Saint Augustine      | FL           | 32086      | 32086-6195  | St. Johns County                  | 384             | 146242A                   | Middle            |
| Staffed Branch (1)                | 1              | Watson On Marietta Branch                 | 280 Marietta Ave          |              | Watson               | MA           | 01881      | 01881-4650  | Middlesex County                  | 1196            | 129349A                   | Middle            |
| Staffed Branch (1)                | 1              | Governors Square Branch                   | 11001 E Songsmith Dr      |              | Beav                 | DE           | 19701      | 19701-1194  | New Castle County                 | 327             | 118734A                   | Middle            |
| Staffed Branch (1)                | 1              | Woodhaven Road Branch                     | 3930 Woodhaven Rd         |              | Philadelphia         | PA           | 19154      | 19154-2834  | Philadelphia County               | 2306            | 118082A                   | Upper             |
| Staffed Branch (1)                | 1              | Talleyville Branch                        | 4010 Concord Pike         |              | Wilmington           | DE           | 19803      | 19803-1718  | New Castle County                 | 327             | 116785A                   | Upper             |
| Staffed Branch (1)                | 1              | Summit Branch                             | 27 Summit Ave             |              | Summit               | NJ           | 07901      | 07901-3545  | Union County                      | 1941            | 117293A                   | Upper             |
| Staffed Branch (1)                | 1              | Bridgewater Branch                        | 452 Union Ave             |              | Bridgewater          | NJ           | 08807      | 08807-3171  | Somerset County                   | 1939            | 117365A                   | Middle            |
| Staffed Branch (1)                | 1              | Randolph Branch                           | 535 Rt 10                 |              | Randolph             | NJ           | 07869      | 07869-2010  | Morris County                     | 1935            | 118336A                   | Upper             |
| Staffed Branch (1)                | 1              | Galloway Branch                           | 347 E Jimmie Leeds Rd     |              | Galloway             | NJ           | 08205      | 08205-4119  | Atlantic County                   | 1922            | 118700A                   | Upper             |
| Staffed Branch (1)                | 1              | Haddon Heights Branch                     | 500 White Horse Pike      |              | Haddon Heights       | NJ           | 08035      | 08035-1720  | Camden County                     | 1925            | 115767A                   | Upper             |
| Staffed Branch (1)                | 1              | Mount Olive Branch                        | 56 Flanders Bartley Rd    |              | Flanders             | NJ           | 07836      | 07836-4730  | Morris County                     | 1935            | 118699A                   | Upper             |
| Staffed Branch (1)                | 1              | Mandarin Branch                           | 10304 San Jose Blvd       |              | Jacksonville         | FL           | 32257      | 32257-6205  | Duval County/City of Jacksonville | 344             | 148694A                   | Upper             |
| Staffed Branch (1)                | 1              | Winter Haven Branch                       | 1901 Cypress Gardens Blvd |              | Winter Haven         | FL           | 33880      | 33880-4637  | Polk County                       | 382             | 119776A                   | Upper             |
| Staffed Branch (1)                | 1              | New Britain, PA Branch                    | 489 W Butler Ave          |              | Chalfont             | PA           | 18914      | 18914-2227  | Bucks County                      | 2264            | 107069A                   | Middle            |
| Staffed Branch (1)                | 1              | Faasterville Branch                       | 701 E Street Rd           |              | Faasterville         | PA           | 19053      | 19053-7700  | Bucks County                      | 2264            | 120011A                   | Middle            |
| Staffed Branch (1)                | 1              | Warwick, PA Branch                        | 2155 York Rd              |              | Jamison              | PA           | 18929      | 18929-1681  | Bucks County                      | 2264            | 117629A                   | Middle            |
| Staffed Branch (1)                | 1              | Morris Plains Branch                      | 324 Speedwell Ave         |              | Morris Plains        | NJ           | 07950      | 07950-2124  | Morris County                     | 1935            | 118471A                   | Upper             |
| Staffed Branch (1)                | 1              | Ranococas Branch                          | 980 Ranococas Rd          |              | Mount Holly          | NJ           | 08060      | 08060-5815  | Burlington County                 | 1924            | 120618A                   | Upper             |
| Staffed Branch (1)                | 1              | Upper Southampton Branch                  | 1110 Street Rd            |              | Southampton          | PA           | 18966      | 18966-4229  | Bucks County                      | 2264            | 120163A                   | Middle            |
| Staffed Branch (1)                | 1              | Newtown North Branch                      | 1 West Rd                 |              | Newtown              | PA           | 18940      | 18940-4300  | Bucks County                      | 2264            | 117910A                   | Upper             |
| Staffed Branch (1)                | 1              | Howell Branch                             | 4280 US Hwy 9             |              | Howell               | NJ           | 07731      | 07731-3352  | Monmouth County                   | 1934            | 118081A                   | Upper             |
| Staffed Branch (1)                | 1              | Eatontown Branch                          | 175 Wyckoff Rd            |              | Eatontown            | NJ           | 07724      | 07724-1868  | Monmouth County                   | 1934            | 117612A                   | Low               |
| Staffed Branch (1)                | 1              | Fanwood Branch                            | 580 North Ave             |              | Fanwood              | NJ           | 07023      | 07023-1322  | Union County                      | 1941            | 120528A                   | Upper             |
| Staffed Branch (1)                | 1              | Chatham, NJ Branch                        | 425 Main St               |              | Chatham              | NJ           | 07928      | 07928-2105  | Morris County                     | 1935            | 120412A                   | Upper             |
| Staffed Branch (1)                | 1              | Clark Branch                              | 1010 Raritan Rd           |              | Clark                | NJ           | 07066      | 07066-1307  | Union County                      | 1941            | 120619A                   | Middle            |
| Staffed Branch (1)                | 1              | West Chester Branch                       | 701 E Market St           |              | West Chester         | PA           | 19382      | 19382-4938  | Chester County                    | 2270            | 133474A                   | Middle            |
| Staffed Branch (1)                | 1              | Meadow Mill Branch                        | 2600 Meadow Blvd          |              | Halifax              | PA           | 19043      | 19043-3300  | Hillsborough County               | 2278            | 111617A                   | Upper             |
| Staffed Branch (1)                | 1              | Apollo Beach Branch                       | 8178 N US Hwy 41          |              | Apollo Beach         | FL           | 33572      | 33572-1806  | Hillsborough County               | 357             | 148875A                   | Moderate          |
| Staffed Branch (1)                | 1              | Sevens Springs Branch                     | 8928 Old Country Rd 54    |              | New Port Richey      | FL           | 34653      | 34653-6425  | Pasco County                      | 380             | 148712A                   | Middle            |
| Staffed Branch (1)                | 1              | Lake Worth Road Branch                    | 5899 Lake Worth Rd        |              | Greenacres           | FL           | 33463      | 33463-3209  | Palm Beach County                 | 379             | 132993A                   | Moderate          |
| Staffed Branch (1)                | 1              | Cape May Court House Branch               | 409 N Route 9             |              | Cape May Court House | NJ           | 08210      | 08210-1960  | Cape May County                   | 1926            | 119161A                   | Middle            |
| Staffed Branch (1)                | 1              | Pompton Lakes Branch                      | 1 Wanagee Ave             |              | Pompton Lakes        | NJ           | 07442      | 07442-2023  | Passaic County                    | 1937            | 142694A                   | Upper             |
| Staffed Branch (1)                | 1              | Fairfield Branch                          | 436 Hollywood Ave         |              | Fairfield            | NJ           | 07004      | 07004-2428  | Essex County                      | 1928            | 142666A                   | Upper             |
| Staffed Branch (1)                | 1              | Weaverville Branch                        | 150 Weaver Blvd           |              | Weaverville          | NC           | 28787      | 28787-8345  | Buncombe County                   | 1676            | 148763A                   | Middle            |
| Staffed Branch (1)                | 1              | Nutley (Franklin Ave) Branch              | 277 Franklin Ave          |              | Nutley               | NJ           | 07110      | 07110-2712  | Essex County                      | 1928            | 135503A                   | Middle            |
| Staffed Branch (1)                | 1              | Cranford Branch                           | 465 South Ave E           |              | Cranford             | NJ           | 07016      | 07016-3201  | Union County                      | 1941            | 120785A                   | Upper             |
| Staffed Branch (1)                | 1              | Warminster Branch                         | 450 York Rd               |              | Warminster           | PA           | 18974      | 18974-4509  | Bucks County                      | 2264            | 120215A                   | Middle            |

**TD BANK, N.A. BRANCHES**  
(As of March 5, 2022)

| BranchType (select one from list) | BranchTypeCode | PopularBranchName               | AddressLine1                  | AddressLine2 | AddressCity      | AddressState | AddressZIP | AddressZIP4 | BranchCounty(select) | AddressCountyID | BranchCertificationNumber | IncomeDesignation |
|-----------------------------------|----------------|---------------------------------|-------------------------------|--------------|------------------|--------------|------------|-------------|----------------------|-----------------|---------------------------|-------------------|
| Staffed Branch (1)                | 1              | South Broad Branch              | 2201 S Broad St               |              | Philadelphia     | PA           | 19148      | 19148-2916  | Philadelphia County  | 2306            | 12084A                    | Middle            |
| Staffed Branch (1)                | 1              | South Plainfield Branch         | 2473 Plainfield               |              | South Plainfield | NJ           | 07080      | 07080-3530  | Middlesex County     | 1933            | 120143A                   | Middle            |
| Staffed Branch (1)                | 1              | Vineyard Branch                 | 3850 S Delsea Dr              |              | Vineyard         | NJ           | 08360      | 08360-7464  | Cumberland County    | 1927            | 12143A                    | Middle            |
| Staffed Branch (1)                | 1              | King Of Prussia Branch          | 100 E Dekalb Pike             |              | King Of Prussia  | PA           | 19406      | 19406-2115  | Montgomery County    | 2301            | 120843A                   | Middle            |
| Staffed Branch (1)                | 1              | Royersford Branch               | 991 S Township Line Rd        |              | Royersford       | PA           | 19468      | 19468-1823  | Montgomery County    | 2301            | 121956A                   | Middle            |
| Staffed Branch (1)                | 1              | 64th & Third Avenue Branch      | 1110 3rd Ave                  |              | New York         | NY           | 10065      | 10065-6606  | New York County      | 2023            | 121065A                   | Upper             |
| Staffed Branch (1)                | 1              | Chadds Ford Branch              | 214 Wilmington W Chester Pike |              | Chadds Ford      | PA           | 19017      | 19017-9838  | Delaware County      | 2278            | 12054A                    | Upper             |
| Staffed Branch (1)                | 1              | North Wickham Road Branch       | 4551 N Wickham Rd             |              | Milbourne        | FL           | 32935      | 32935-7101  | Bergen County        | 3233            | 121692A                   | Upper             |
| Staffed Branch (1)                | 1              | Fair Lawn Branch                | 1403 Saddle River Rd          |              | Fair Lawn        | NJ           | 07410      | 07410-5925  | Bergen County        | 1923            | 142667A                   | Upper             |
| Staffed Branch (1)                | 1              | Metuchen Branch                 | 70 Middlesex Ave              |              | Metuchen         | NJ           | 08840      | 08840-1118  | Middlesex County     | 1933            | 121460A                   | Upper             |
| Staffed Branch (1)                | 1              | Franklin/Beekman Branch         | 3221 Route 27                 |              | Franklin Park    | NJ           | 08823      | 08823       | Somerset County      | 1939            | 121461A                   | Middle            |
| Staffed Branch (1)                | 1              | Willingboro Branch              | 13 Levitt Pkwy                |              | Willingboro      | NJ           | 08046      | 08046-1436  | Burlington County    | 1924            | 121464A                   | Moderate          |
| Staffed Branch (1)                | 1              | 43rd & 3rd Branch               | 885 3rd Ave                   |              | New York         | NY           | 10017      | 10017-4024  | New York County      | 2023            | 122041A                   | Upper             |
| Staffed Branch (1)                | 1              | Garden City Branch              | 855 Franklin Ave              |              | Garden City      | NY           | 11530      | 11530-4548  | Nassau County        | 2022            | 12229A                    | Upper             |
| Staffed Branch (1)                | 1              | Massapequa Branch               | 4126 Merrick Rd               |              | Massapequa       | NY           | 11758      | 11758-6013  | Nassau County        | 2022            | 12300A                    | Middle            |
| Staffed Branch (1)                | 1              | Patchogue Branch                | 251 E Main St                 |              | Patchogue        | NY           | 11772      | 11772-3105  | Suffolk County       | 2044            | 121982A                   | Moderate          |
| Staffed Branch (1)                | 1              | Farmingville Branch             | 949 Horseblock Rd             |              | Farmingville     | NY           | 11738      | 11738-1228  | Suffolk County       | 2044            | 121981A                   | Middle            |
| Staffed Branch (1)                | 1              | St Lucie West Branch            | 1660 SW Saint Lucie W Blvd    |              | Port Saint Lucie | FL           | 34986      | 34986-2107  | St. Lucie County     | 395             | 122418A                   | Middle            |
| Staffed Branch (1)                | 1              | Neptune Branch                  | 2200 Rt 66                    |              | Neptune          | NY           | 07753      | 07753-4862  | Monmouth County      | 1934            | 122331A                   | Moderate          |
| Staffed Branch (1)                | 1              | Wyckoff Branch                  | 8 Wyckoff Ave                 |              | Wyckoff          | NJ           | 07481      | 07481-3121  | Bergen County        | 1923            | 142704A                   | Upper             |
| Staffed Branch (1)                | 1              | Lake Placid Branch              | 1 US 27 N 621 E               |              | Lake Placid      | FL           | 32852      | 32852       | Highlands County     | 1956            | 123355A                   | Middle            |
| Staffed Branch (1)                | 1              | Indian Harbor Beach Branch      | 325 E Eau Gallie Blvd         |              | Satellite Beach  | FL           | 32937      | 32937-4836  | Brevard County       | 333             | 123352A                   | Middle            |
| Staffed Branch (1)                | 1              | DeLand Branch                   | 351 E New York Ave            |              | DeLand           | FL           | 32724      | 32724-5509  | Volusia County       | 393             | 123456A                   | Moderate          |
| Staffed Branch (1)                | 1              | Mount Laurel/Ark Road Branch    | 201 Ark Rd                    |              | Mount Laurel     | NJ           | 08054      | 08054-6310  | Burlington County    | 1924            | 120875A                   | Upper             |
| Staffed Branch (1)                | 1              | Deptford Branch                 | 1470 Clements Bridge Rd       |              | Woodbury         | NJ           | 08096      | 08096-3006  | Gloucester County    | 1929            | 121599A                   | Upper             |
| Staffed Branch (1)                | 1              | 85th and Third Avenue Branch    | 1504 3rd Ave                  |              | New York         | NY           | 10028      | 10028-2102  | New York County      | 2023            | 12228A                    | Upper             |
| Staffed Branch (1)                | 1              | Hygeia Branch                   | 101 Hygeia Dr                 |              | Newark           | DE           | 19713      | 19713-2048  | New Castle County    | 327             | 123849A                   | Middle            |
| Staffed Branch (1)                | 1              | Old Bridge Branch               | 3024 Rt 516                   |              | Old Bridge       | NJ           | 08857      | 08857-2369  | Middlesex County     | 1933            | 118967A                   | Moderate          |
| Staffed Branch (1)                | 1              | Society Hill Branch             | 200 Lombard St                |              | Philadelphia     | PA           | 19147      | 19147-1605  | Philadelphia County  | 2306            | 123383A                   | Upper             |
| Staffed Branch (1)                | 1              | Spring Lake Heights Branch      | 555 Warren Ave                |              | Spring Lake      | NJ           | 07762      | 07762-2054  | Monmouth County      | 1934            | 122328A                   | Middle            |
| Staffed Branch (1)                | 1              | New Brunswick Branch            | 70 Bayard St                  |              | New Brunswick    | NJ           | 08901      | 08901-2113  | Middlesex County     | 1933            | 124012A                   | Low               |
| Staffed Branch (1)                | 1              | Thomson Branch                  | 3821 W Lincoln Hwy            |              | Downingtown      | PA           | 19025      | 19025-2216  | Chester County       | 2270            | 123010A                   | Moderate          |
| Staffed Branch (1)                | 1              | Conshohocken Branch             | 502 W Ridge Pike              |              | Conshohocken     | PA           | 19428      | 19428-1225  | Montgomery County    | 2301            | 124177A                   | Moderate          |
| Staffed Branch (1)                | 1              | Lionville Branch                | 553 W Uwchlan Ave             |              | Exton            | PA           | 19341      | 19341-1563  | Chester County       | 2270            | 124177A                   | Upper             |
| Staffed Branch (1)                | 1              | East Brunswick Branch           | 765 Rt 18                     |              | East Brunswick   | NJ           | 08816      | 08816-4904  | Middlesex County     | 1933            | 120409A                   | Middle            |
| Staffed Branch (1)                | 1              | Bloomfield Branch               | 1476 Broad St                 |              | Bloomfield       | NJ           | 07003      | 07003-3026  | Essex County         | 1928            | 142659A                   | Upper             |
| Staffed Branch (1)                | 1              | Nutley Branch                   | 575 Kingsland St              |              | Nutley           | NJ           | 07110      | 07110-1052  | Essex County         | 1928            | 142687A                   | Upper             |
| Staffed Branch (1)                | 1              | Paramus Mall Branch             | 102 S Paramus Rd              |              | Paramus          | NJ           | 07652      | 07652-1233  | Bergen County        | 1923            | 102690A                   | Upper             |
| Staffed Branch (1)                | 1              | Brookline, Ma Branch            | 1641 Beacon St                |              | Brookline        | MA           | 02445      | 02445-4505  | Norfolk County       | 1198            | 121338A                   | Upper             |
| Staffed Branch (1)                | 1              | Park Avenue Branch              | 295 Park Ave                  |              | Worcester        | MA           | 01609      | 01609-1846  | Worcester County     | 1201            | 105083A                   | Low               |
| Staffed Branch (1)                | 1              | 94th and Broadway Branch        | 2521 Broadway                 |              | New York         | NY           | 10025      | 10025-6947  | New York County      | 2023            | 120812A                   | Upper             |
| Staffed Branch (1)                | 1              | Morganton Branch                | 401 S Sterling St             |              | Morganton        | NC           | 28655      | 28655-3572  | Burke County         | 1677            | 148757A                   | Middle            |
| Staffed Branch (1)                | 1              | Skyland Branch                  | 1680 Hendersonville Rd        |              | Asheville        | NC           | 28693      | 28693-2999  | Buncombe County      | 1676            | 148741A                   | Upper             |
| Staffed Branch (1)                | 1              | 74th & Broadway Branch          | 2109 Broadway                 |              | New York         | NY           | 10023      | 10023-2106  | New York County      | 2023            | 121649A                   | Upper             |
| Staffed Branch (1)                | 1              | East Windsor Branch             | 74 Princeton/Highstown Rd     |              | East Windsor     | NJ           | 08520      | 08520-1894  | Mercer County        | 1992            | 122329A                   | Moderate          |
| Staffed Branch (1)                | 1              | Union Branch                    | 2265 Morris Ave               |              | Union            | NJ           | 07083      | 07083-5910  | Union County         | 1941            | 122330A                   | Middle            |
| Staffed Branch (1)                | 1              | East Northport Branch           | 517 Larkfield Rd              |              | East Northport   | NJ           | 11731      | 11731-4208  | Suffolk County       | 2044            | 123927A                   | Middle            |
| Staffed Branch (1)                | 1              | 31st & Park Branch              | 460 Park Ave S                |              | New York         | NY           | 10016      | 10016-7315  | New York County      | 2023            | 314542A                   | Upper             |
| Staffed Branch (1)                | 1              | 77th and 2nd Branch             | 1470 2nd Ave                  |              | New York         | NY           | 10075      | 10075-2203  | New York County      | 2023            | 123850A                   | Upper             |
| Staffed Branch (1)                | 1              | West Caldwell Branch            | 600 Passaic Ave               |              | West Caldwell    | NJ           | 07006      | 07006-6706  | Essex County         | 1928            | 142701A                   | Upper             |
| Staffed Branch (1)                | 1              | Fort Lee Branch                 | 1400 Palisade Ave             |              | Fort Lee         | NJ           | 07024      | 07024-5211  | Bergen County        | 1923            | 142668A                   | Upper             |
| Staffed Branch (1)                | 1              | Budd Lake Branch                | 392 Rt 46 W                   |              | Hackettstown     | NJ           | 07840      | 07840-4950  | Morris County        | 1935            | 123070A                   | Upper             |
| Staffed Branch (1)                | 1              | 68th and Broadway Branch        | 1995 Broadway                 |              | New York         | NY           | 10023      | 10023-5682  | New York County      | 2023            | 123851A                   | Upper             |
| Staffed Branch (1)                | 1              | Red Lion Branch                 | 9996 Haldeman Ave             |              | Philadelphia     | PA           | 19115      | 19115-1727  | Philadelphia County  | 2306            | 124015A                   | Upper             |
| Staffed Branch (1)                | 1              | Hillsborough Branch             | 380 Route 206                 |              | Hillsborough     | NJ           | 08844      | 08844-4636  | Somerset County      | 1939            | 121458A                   | Middle            |
| Staffed Branch (1)                | 1              | Pearl River Branch              | 106 E Central Ave             |              | Pearl River      | NY           | 10965      | 10965-2325  | Rockland County      | 2036            | 123853A                   | Upper             |
| Staffed Branch (1)                | 1              | Massapequa East Branch          | 855 Merrick Rd                |              | Massapequa       | NY           | 11758      | 11758-6215  | Nassau County        | 2022            | 124059A                   | Moderate          |
| Staffed Branch (1)                | 1              | Long Beach Branch               | 550 Long Beach Blvd           |              | Long Beach       | NY           | 11561      | 11561-2325  | Nassau County        | 2022            | 124124A                   | Middle            |
| Staffed Branch (1)                | 1              | Frankford Avenue Branch         | 6635 Frankford Ave            |              | Philadelphia     | PA           | 19135      | 19135-2541  | Philadelphia County  | 2306            | 124014A                   | Middle            |
| Staffed Branch (1)                | 1              | Trenton Branch                  | 50 E State St                 |              | Trenton          | NJ           | 08608      | 08608-1715  | Mercer County        | 1912            | 124178A                   | Moderate          |
| Staffed Branch (1)                | 1              | Sheepshead Bay Branch           | 2700 Coney Island Ave         |              | Brooklyn         | NY           | 11235      | 11235-5006  | Kings County         | 2016            | 124123A                   | Middle            |
| Staffed Branch (1)                | 1              | Merrick Branch                  | 2260 Merrick Rd               |              | Merrick          | NY           | 11566      | 11566-4739  | Nassau County        | 2022            | 124136A                   | Upper             |
| Staffed Branch (1)                | 1              | 14th and 5th Branch             | 90 5th Ave                    |              | New York         | NY           | 10011      | 10011-7629  | New York County      | 2023            | 122040A                   | Upper             |
| Staffed Branch (1)                | 1              | Upper Darby Branch              | 2200 Garnett Rd               |              | Drexel Hill      | PA           | 19026      | 19026-1132  | Delaware County      | 2278            | 124122A                   | Upper             |
| Staffed Branch (1)                | 1              | Havertown Branch                | 120 W Eagle Rd                |              | Havertown        | PA           | 19083      | 19083-1110  | Delaware County      | 2278            | 124142A                   | Upper             |
| Staffed Branch (1)                | 1              | Edison/Stony Road Branch        | 1906 Lincoln Hwy              |              | Edison           | NJ           | 08817      | 08817-3213  | Middlesex County     | 1933            | 122416A                   | Middle            |
| Staffed Branch (1)                | 1              | Astoria Branch                  | 3104 Ditmars Blvd             |              | Astoria          | NY           | 11105      | 11105-2306  | Queens County        | 2033            | 123632A                   | Middle            |
| Staffed Branch (1)                | 1              | Floral Park Branch              | 372 Jericho Tpke              |              | Floral Park      | NY           | 11001      | 11001-2235  | Nassau County        | 2022            | 123857A                   | Middle            |
| Staffed Branch (1)                | 1              | South Plains Branch             | 245 Park Ave                  |              | South Plains     | NJ           | 07076      | 07076-1966  | Union County         | 1941            | 124030A                   | Middle            |
| Staffed Branch (1)                | 1              | East Meadow Branch              | 2549 Hempstead Tpke           |              | East Meadow      | NY           | 11554      | 11554-2135  | Nassau County        | 2022            | 124204A                   | Middle            |
| Staffed Branch (1)                | 1              | East Vineland Branch            | 1167 E Chestnut Ave           |              | Vineland         | NJ           | 08360      | 08360-5007  | Cumberland County    | 2022            | 124215A                   | Middle            |
| Staffed Branch (1)                | 1              | Hatboro Branch                  | 256 S York Rd                 |              | Hatboro          | PA           | 19040      | 19040-3328  | Montgomery County    | 2301            | 124062A                   | Middle            |
| Staffed Branch (1)                | 1              | Middle Village Branch           | 7955 Metropolitan Ave         |              | Middle Village   | NY           | 11379      | 11379-2938  | Queens County        | 2033            | 124033A                   | Upper             |
| Staffed Branch (1)                | 1              | Caesars Bay Branch              | 1630 Shore Pkwy               |              | Brooklyn         | NY           | 11214      | 11214-6404  | Kings County         | 2016            | 124421A                   | Middle            |
| Staffed Branch (1)                | 1              | Ridley Branch                   | 131 MacDade Blvd              |              | Folsom           | PA           | 19033      | 19033-2809  | Delaware County      | 2278            | 124212A                   | Upper             |
| Staffed Branch (1)                | 1              | Quakertown Branch               | 49 N West End Blvd            |              | Quakertown       | PA           | 18951      | 18951-1133  | Bucks County         | 2264            | 124904A                   | Moderate          |
| Staffed Branch (1)                | 1              | Berkeley Heights Branch         | 331 Springfield Ave           |              | Berkeley Heights | NJ           | 07822      | 07822-1262  | Union County         | 1941            | 122308A                   | Upper             |
| Staffed Branch (1)                | 1              | Parsippany Branch               | 9 Waterview Blvd              |              | Parsippany       | NJ           | 07054      | 07054-1219  | Morris County        | 1935            | 123382A                   | Middle            |
| Staffed Branch (1)                | 1              | Brooklyn Heights Branch         | 211 Montague St               |              | Brooklyn         | NY           | 11201      | 11201-3602  | Kings County         | 2016            | 123071A                   | Upper             |
| Staffed Branch (1)                | 1              | Hicksville Branch               | 225 N Broadway                |              | Hicksville       | NY           | 11801      | 11801-2900  | Nassau County        | 2022            | 123858A                   | Moderate          |
| Staffed Branch (1)                | 1              | Avenue U Branch                 | 1632 Ave U                    |              | Brooklyn         | NY           | 11229      | 11229-3810  | Kings County         | 2016            | 124154A                   | Moderate          |
| Staffed Branch (1)                | 1              | Oceanside Branch                | 247 Long Beach Rd             |              | Oceanside        | NY           | 11572      | 11572-2225  | Nassau County        | 2022            | 124214A                   | Middle            |
| Staffed Branch (1)                | 1              | South Lakeland Branch           | 4400 S Florida Ave            |              | Lakeland         | FL           | 33813      | 33813-2118  | Polk County          | 382             | 12539A                    | Upper             |
| Drive-in (2)                      | 2              | Marlboro Branch                 | 46 Route 520                  |              | Englishtown      | NC           | 07726      | 07726-8217  | Monmouth County      | 1934            | 121021A                   | Upper             |
| Staffed Branch (1)                | 1              | 42nd & 9th Times Square Branch  | 582-586 9th Ave               |              | New York         | NY           | 10036      | 10036-3701  | New York County      | 2023            | 123979A                   | Upper             |
| Staffed Branch (1)                | 1              | White Plains (Mamaronck) Branch | 285 Mamaronck Ave             |              | White Plains     | NY           | 10605      | 10605-1439  | Westchester County   | 2052            | 124901A                   | Upper             |
| Staffed Branch (1)                | 1              | Oaklyn Branch                   | 1130 White Horse Pike         |              | Oaklyn           | NJ           | 08107      | 08107-1037  | Camden County        | 1925            | 124965A                   | Middle            |
| Staffed Branch (1)                | 1              | Bridgewater Regional Branch     | 560 Route 22                  |              | Bridgewater      | NJ           | 08807      | 08807-2405  | Somerset County      | 1939            | 123011A                   | Upper             |
| Staffed Branch (1)                | 1              | Pine Hills Branch               | 2 Market Xing                 |              | Plymouth         | MA           | 02360      | 02360-7736  | Plymouth County      | 1199            | 124718A                   | Middle            |
| Staffed Branch (1)                | 1              | Pequanock Branch                | 115 Jackson Ave               |              | Pompton Plains   | NJ           | 07444      | 07444-1466  | Morris County        | 1935            | 142693A                   | Middle            |
| Staffed Branch (1)                | 1              | Conley Mill Road Branch         | 4320 Sunset Blvd              |              | Lexington        | SC           | 29072      | 29072-9248  | Lexington County     | 2437            | 148819A                   | Upper             |
| Staffed Branch (1)                | 1              | Beville Nova Branch             | 1590 S Nova Rd                |              | Daytona Beach    | FL           | 32114      | 32114-5816  | Volusia County       | 393             | 123527A                   | Middle            |

**TD BANK, N.A. BRANCHES**  
(As of March 5, 2022)

| BranchType (select one from list) | BranchTypeCode | PopularBranchName                    | AddressLine1             | AddressLine2 | AddressCity        | AddressState | AddressZIP | AddressZIP4 | BranchCounty(select) | AddressCountyID | BranchCertificationNumber | IncomeDesignation |
|-----------------------------------|----------------|--------------------------------------|--------------------------|--------------|--------------------|--------------|------------|-------------|----------------------|-----------------|---------------------------|-------------------|
| Drive-in (2)                      | 2              | West Palm Branch                     | 2130 Centre Park West Dr |              | West Palm Beach    | FL           | 33409      | 33409-6411  | Palm Beach County    | 379             | 132990A                   | Moderate          |
| Staffed Branch (1)                | 1              | Delray Beach Branch                  | 4975 Linton Blvd         |              | Delray Beach       | FL           | 33445      | 33445-6609  | Palm Beach County    | 379             | 132994A                   | Moderate          |
| Staffed Branch (1)                | 1              | Rutherfordton Branch                 | 340 Charlotte St         |              | Rutherfordton      | NC           | 28139      | 28139-2916  | Rutherford County    | 1746            | 148758A                   | Middle            |
| Staffed Branch (1)                | 1              | West Orange Branch                   | 425 Pleasant Valley Way  |              | West Orange        | NJ           | 07052      | 07052-2919  | Essex County         | 1928            | 142702A                   | Upper             |
| Staffed Branch (1)                | 1              | Wall Branch                          | 1840 Old Mill Rd         |              | Wall               | NJ           | 07719      | 07719-3814  | Monmouth County      | 1934            | 122037A                   | Middle            |
| Staffed Branch (1)                | 1              | Kings Highway (Brooklyn) Branch      | 1122-1126 Kings Hwy      |              | Brooklyn           | NY           | 11229      | 11229-1001  | Kings                | 2016            | 124179A                   | Moderate          |
| Staffed Branch (1)                | 1              | Prospect Park Branch                 | 210-212 Prospect Park SW |              | Brooklyn           | NY           | 11218      | 11218-1506  | Kings                | 2016            | 124428A                   | Upper             |
| Staffed Branch (1)                | 1              | Astoria-Stemway Branch               | 3190 Stemway St          |              | Astoria            | NY           | 11103      | 11103-3909  | Queens               | 2033            | 124571A                   | Middle            |
| Staffed Branch (1)                | 1              | Comack Branch                        | 6190 Jericho Tpke        |              | Comack             | NY           | 11725      | 11725-2813  | Suffolk County       | 2044            | 124721A                   | Middle            |
| Staffed Branch (1)                | 1              | Staten Island/Hylan Branch           | 1540 Hylan Blvd          |              | Staten Island      | NY           | 10305      | 10305-1924  | Richmond             | 2035            | 125105A                   | Middle            |
| Staffed Branch (1)                | 1              | Horsham Branch                       | 929 Horsham Rd           |              | Horsham            | PA           | 19044      | 19044-1210  | Montgomery County    | 2301            | 123926A                   | Middle            |
| Staffed Branch (1)                | 1              | Princeton Branch                     | 883 State Rd             |              | Princeton          | NJ           | 08540      | 08540-1436  | Mercer County        | 1922            | 120616A                   | Upper             |
| Staffed Branch (1)                | 1              | Plainville Branch                    | 500 Old Country Rd       |              | Plainville         | NY           | 11803      | 11803-4904  | Nassau County        | 2022            | 124713A                   | Middle            |
| Staffed Branch (1)                | 1              | Boca Federal Branch                  | 2301 N Federal Hwy       |              | Boca Raton         | FL           | 33431      | 33431-7711  | Palm Beach County    | 379             | 137038A                   | Moderate          |
| Staffed Branch (1)                | 1              | Staten Island/Richmond Branch        | 1837 Richmond Ave        |              | Staten Island      | NY           | 10314      | 10314-3909  | Richmond             | 2035            | 124390A                   | Upper             |
| Staffed Branch (1)                | 1              | Westbury Branch                      | 6060 Brush Hollow Rd     |              | Westbury           | NY           | 11590      | 11590-1702  | Nassau County        | 2022            | 124720A                   | Upper             |
| Staffed Branch (1)                | 1              | Bergenfield Branch                   | 126 N Washington Ave     |              | Bergenfield        | NJ           | 07621      | 07621-1738  | Bergen County        | 1923            | 142658A                   | Middle            |
| Staffed Branch (1)                | 1              | Clifton Branch                       | 1188 Clifton Ave         |              | Clifton            | NJ           | 07013      | 07013-3622  | Passaic County       | 1917            | 142650A                   | Upper             |
| Staffed Branch (1)                | 1              | Bronxwest Branch                     | 2173 88th St             |              | Brooklyn           | NY           | 11214      | 11214-3206  | Kings                | 2016            | 124698A                   | Middle            |
| Staffed Branch (1)                | 1              | Skipack Branch                       | 4309 Skipack Pike        |              | Skipack            | PA           | 19473      | 19473-2031  | Montgomery County    | 2301            | 124055A                   | Upper             |
| Staffed Branch (1)                | 1              | Westtown Branch                      | 1159 W Ilmington Pike    |              | West Chester       | PA           | 19382      | 19382-7217  | Chester County       | 2270            | 124173A                   | Upper             |
| Staffed Branch (1)                | 1              | Glen Rock                            | 23-40 Maple Ave          |              | Fair Lawn          | NJ           | 07410      | 07410-1583  | Bergen County        | 1923            | 142644A                   | Upper             |
| Staffed Branch (1)                | 1              | East Brunswick/Rydens Lane Branch    | 286 Milltown Rd          |              | East Brunswick     | NJ           | 08816      | 08816-2256  | Middlesex County     | 1933            | 124315A                   | Upper             |
| Staffed Branch (1)                | 1              | Auburndale Branch                    | 19641 Northern Blvd      |              | Flushing           | NY           | 11358      | 11358-3036  | Queens               | 2033            | 124712A                   | Middle            |
| Staffed Branch (1)                | 1              | Forest Hills/Queens Boulevard Branch | 108-36/50 Queens Blvd    |              | Forest Hills       | NY           | 11375      | 11375       | Queens               | 2033            | 125945A                   | Upper             |
| Staffed Branch (1)                | 1              | New Hyde Park Branch                 | 110 Hillside Ave         |              | New Hyde Park      | NY           | 11040      | 11040-2508  | Nassau County        | 2022            | 126077A                   | Middle            |
| Staffed Branch (1)                | 1              | 36Th & 7Th Branch                    | 469 7th Ave              |              | New York           | NY           | 10018      | 10018-7605  | New York County      | 2023            | 127404A                   | Upper             |
| Staffed Branch (1)                | 1              | Staten Island/Victory Branch         | 1818 Victory Blvd        |              | Staten Island      | NY           | 10314      | 10314-3512  | Richmond             | 2035            | 126917A                   | Upper             |
| Staffed Branch (1)                | 1              | Forest Hills/Metropolitan Ave Branch | 10110 Metropolitan Ave   |              | Forest Hills       | NY           | 11375      | 11375-6641  | Queens               | 2033            | 125774A                   | Upper             |
| Staffed Branch (1)                | 1              | Edison/Oak Tree Branch               | 2064 Oak Tree Rd         |              | Edison             | NJ           | 08820      | 08820-2012  | Middlesex County     | 1933            | 121128A                   | Upper             |
| Staffed Branch (1)                | 1              | Fordham Road Branch                  | 640 E Fordham Rd         |              | Bronx              | NY           | 10458      | 10458-5019  | Bronx                | 1995            | 124652A                   | Low               |
| Staffed Branch (1)                | 1              | Suffern Branch                       | 61 Rt 89                 |              | Suffern            | NY           | 11091      | 11091-4006  | Rockland County      | 2036            | 133399A                   | Upper             |
| Staffed Branch (1)                | 1              | Bethpage Branch                      | 145 Stewart Ave          |              | Bethpage           | NY           | 11714      | 11714-5317  | Nassau County        | 2022            | 134559A                   | Middle            |
| Drive-in (2)                      | 2              | Broad and Sansom Branch              | 121 S Broad St           |              | Philadelphia       | PA           | 19107      | 19107-4533  | Philadelphia County  | 2306            | 123457A                   | Upper             |
| Staffed Branch (1)                | 1              | Harleysville Branch                  | 325 Main St              |              | Harleysville       | PA           | 19438      | 19438-2419  | Montgomery County    | 2301            | 124719A                   | Middle            |
| Staffed Branch (1)                | 1              | Greer Branch                         | 516 W Wade Hampton Blvd  |              | Greer              | SC           | 29650      | 29650-1445  | Greenville County    | 2428            | 148811A                   | Upper             |
| Staffed Branch (1)                | 1              | Fairview Road Branch                 | 640 Fairview Rd          |              | Simpsonville       | SC           | 29680      | 29680-6708  | Greenville County    | 2428            | 148840A                   | Middle            |
| Staffed Branch (1)                | 1              | Livingston Branch                    | 185 S Livingston Ave     |              | Livingston         | NJ           | 07039      | 07039-4001  | Essex County         | 1928            | 142678A                   | Upper             |
| Staffed Branch (1)                | 1              | Rockaway Branch                      | 328 Mount Hope Ave       |              | Dover              | NJ           | 07801      | 07801-1808  | Morris County        | 1935            | 124719A                   | Middle            |
| Staffed Branch (1)                | 1              | 125th Street/Harlem Branch           | 300 W 125th St           |              | New York           | NY           | 10027      | 10027-3606  | New York County      | 2023            | 126822A                   | Middle            |
| Staffed Branch (1)                | 1              | Queens/Ridgewood Branch              | 6266 Fresh Pond Rd       |              | Ridgewood          | NY           | 11385      | 11385-2622  | Queens               | 2033            | 126927A                   | Middle            |
| Staffed Branch (1)                | 1              | 43rd & 6th Branch                    | 1120 Ave of the Americas |              | New York           | NY           | 10036      | 10036-6700  | New York County      | 2023            | 124539A                   | Upper             |
| Staffed Branch (1)                | 1              | Old Bridge Route 9 Branch            | 1398 Hwy 9 N             |              | Old Bridge         | NJ           | 08857      | 08857-2961  | Middlesex County     | 1933            | 125771A                   | Moderate          |
| Staffed Branch (1)                | 1              | Roselle Branch                       | 37 Saint George Ave      |              | Roselle            | NJ           | 07203      | 07203-2916  | Union County         | 1941            | 125773A                   | Middle            |
| Staffed Branch (1)                | 1              | Union Chestnut Branch                | 570 Chestnut St          |              | Union              | NJ           | 07078      | 07078-9314  | Union County         | 1941            | 124851A                   | Middle            |
| Staffed Branch (1)                | 1              | Huntington Station Branch            | 1040 E. Jericho Tpke     |              | Huntington Station | NY           | 11746      | 11746-7510  | Suffolk County       | 2044            | 155708A                   | Middle            |
| Staffed Branch (1)                | 1              | Mamaroneck Branch                    | 1521 E Boston Post Rd    |              | Mamaroneck         | NY           | 10543      | 10543-4243  | Westchester County   | 2052            | 127049A                   | Upper             |
| Staffed Branch (1)                | 1              | Pennsauken Branch                    | 4920 N Crescent Blvd     |              | Pennsauken         | NJ           | 08109      | 08109-2130  | Camden County        | 1925            | 127050A                   | Middle            |
| Staffed Branch (1)                | 1              | Mount Kisco Branch                   | 193 E Main St            |              | Mount Kisco        | NY           | 10549      | 10549-2924  | Westchester County   | 2052            | 127054A                   | Moderate          |
| Staffed Branch (1)                | 1              | Port Chester Branch                  | 250 Boston Post Rd       |              | Port Chester       | NY           | 10573      | 10573-4702  | Westchester County   | 2052            | 127470A                   | Moderate          |
| Staffed Branch (1)                | 1              | 15th & JFK Branch                    | 1500 John F Kennedy Blvd |              | Philadelphia       | PA           | 19102      | 19102-1710  | Philadelphia County  | 2306            | 128642A                   | Upper             |
| Staffed Branch (1)                | 1              | Dover Branch                         | 758 N DuPont Hwy         |              | Dover              | DE           | 19901      | 19901-3939  | Kent County          | 326             | 128534A                   | Upper             |
| Staffed Branch (1)                | 1              | Stony Point Branch                   | 82 S Liberty Dr          |              | Stony Point        | NY           | 10980      | 10980-2413  | Rockland County      | 2036            | 127715A                   | Upper             |
| Staffed Branch (1)                | 1              | Hazlet Branch                        | 16 Bethany Rd            |              | Hazlet             | NJ           | 07730      | 07730-1607  | Monmouth County      | 1934            | 128175A                   | Middle            |
| Staffed Branch (1)                | 1              | Roxbury Branch                       | 240 Route 10             |              | Succasunna         | NJ           | 07876      | 07876-1308  | Morris County        | 1935            | 125342A                   | Upper             |
| Staffed Branch (1)                | 1              | Jackson Heights/Downtown Branch      | 7314 37th Ave            |              | Jackson Heights    | NY           | 11372      | 11372-6237  | Queens               | 2033            | 129234A                   | Middle            |
| Staffed Branch (1)                | 1              | Hoboken Branch                       | 47 Newark St             |              | Hoboken            | NJ           | 07030      | 07030-5804  | Hudson County        | 1930            | 142675A                   | Upper             |
| Staffed Branch (1)                | 1              | Hackensack/Ci House Branch           | 111 River St             |              | Hackensack         | NJ           | 07601      | 07601-7111  | Hudson County        | 1923            | 142471A                   | Moderate          |
| Staffed Branch (1)                | 1              | Manassas/Diggs Road Branch           | 8401 Diggs Rd            |              | Manassas           | VA           | 20110      | 20110-8307  | Stafford County      | 3012            | 129163A                   | Moderate          |
| Staffed Branch (1)                | 1              | Hatfield Branch                      | 1500 Cowpath Rd          |              | Hatfield           | PA           | 19440      | 19440-3101  | Montgomery County    | 2030            | 124032A                   | Middle            |
| Staffed Branch (1)                | 1              | Wildwood Branch                      | 340 W Rio Grande Ave     |              | Wildwood           | NJ           | 08260      | 08260-1522  | Cape May County      | 1926            | 131058A                   | Moderate          |
| Staffed Branch (1)                | 1              | Hauppauge Branch                     | 425 Rt 347               |              | Hauppauge          | NJ           | 11788      | 11788-2517  | Suffolk County       | 2044            | 128535A                   | Middle            |
| Staffed Branch (1)                | 1              | Wellington Branch                    | 12280 South Shore Blvd   |              | West Palm Beach    | FL           | 33414      | 33414-6388  | Palm Beach County    | 379             | 132212A                   | Middle            |
| Staffed Branch (1)                | 1              | Chinatown Branch                     | 155 Canal St             |              | New York           | NY           | 10013      | 10013-4511  | New York County      | 2023            | 125238A                   | Moderate          |
| Staffed Branch (1)                | 1              | Eustis Branch                        | 2601 S Bay St            |              | Eustis             | FL           | 32726      | 32726-6366  | Lake County          | 363             | 132225A                   | Upper             |
| Staffed Branch (1)                | 1              | Dupont Circle Branch                 | 1753 Connecticut Ave NW  |              | Washington         | DC           | 20009      | 20009-1108  | District Of Columbia | 325             | 129364A                   | Upper             |
| Staffed Branch (1)                | 1              | Ridgewood-Downtown Branch            | 5801 Myrtle Ave          |              | Ridgewood          | NJ           | 11385      | 11385-5037  | Queens               | 2033            | 132623A                   | Moderate          |
| Staffed Branch (1)                | 1              | North Palm Beach Branch              | 316 Northlake Blvd       |              | North Palm Beach   | FL           | 33408      | 33408-5421  | Palm Beach County    | 379             | 132991A                   | Middle            |
| Staffed Branch (1)                | 1              | Dwyer Heights Branch                 | 1301 65th St             |              | Brooklyn           | NY           | 11219      | 11219-5917  | Kings                | 2016            | 123821A                   | Middle            |
| Staffed Branch (1)                | 1              | Bethlehem Branch                     | 2712 Easton Ave          |              | Bethlehem          | PA           | 18017      | 18017-4202  | Northampton County   | 2303            | 129271A                   | Middle            |
| Staffed Branch (1)                | 1              | Montclair Branch                     | 233 Bloomfield Ave       |              | Montclair          | NJ           | 07042      | 07042-3647  | Essex County         | 1928            | 142682A                   | Moderate          |
| Staffed Branch (1)                | 1              | Wayne Valley Road Branch             | 281 Valley Rd            |              | Wayne              | NJ           | 07470      | 07470-3950  | Passaic County       | 1937            | 142699A                   | Upper             |
| Staffed Branch (1)                | 1              | Piscataway Regional Branch           | 1060 Stetson Rd # 1068   |              | Piscataway         | NJ           | 08854      | 08854-4316  | Middlesex County     | 1933            | 124541A                   | Middle            |
| Staffed Branch (1)                | 1              | Montgomeryville Branch               | 918 Bethlehem Pike       |              | Montgomeryville    | PA           | 18936      | 18936-9603  | Montgomery County    | 2301            | 132968A                   | Middle            |
| Staffed Branch (1)                | 1              | Paoli Branch                         | 131 W Lancaster Ave      |              | Paoli              | PA           | 19301      | 19301-1740  | Chester County       | 2270            | 132966A                   | Middle            |
| Staffed Branch (1)                | 1              | 42nd & Park Branch                   | 125 Park Ave             |              | New York           | NY           | 10017      | 10017-5529  | New York County      | 2023            | 128536A                   | Upper             |
| Staffed Branch (1)                | 1              | Norwalk Main Avenue Branch           | 380 Main Ave             |              | Norwalk            | CT           | 06851      | 06851-1553  | Fairfield County     | 317             | 129372A                   | Middle            |
| Drive-in (2)                      | 2              | Lower Macungie Branch                | 5980 Hamilton Blvd       |              | Allentown          | PA           | 18106      | 18106-9795  | Lehigh County        | 2294            | 129428A                   | Upper             |
| Staffed Branch (1)                | 1              | 109th And Broadway Branch            | 2831 Broadway            |              | New York           | NY           | 10025      | 10025-2245  | New York County      | 2023            | 120812A                   | Upper             |
| Staffed Branch (1)                | 1              | Secaucus Branch                      | 1262 Patterson Plank Rd  |              | Secaucus           | NY           | 07094      | 07094-3227  | Hudson County        | 1930            | 142674A                   | Upper             |
| Staffed Branch (1)                | 1              | Fairfield/Black Rock Turnpike Branch | 1715 Black Rock Turnpike |              | Fairfield          | CT           | 06825      | 06825-4247  | Fairfield County     | 317             | 129268A                   | Middle            |
| Staffed Branch (1)                | 1              | Farmingdale II Branch                | 90 Broadhollow Rd        |              | Farmingdale        | NY           | 11735      | 11735-4901  | Suffolk County       | 2044            | 133648A                   | Middle            |
| Staffed Branch (1)                | 1              | Smithtown Branch                     | 714 Smithtown Bypass     |              | Smithtown          | NY           | 11787      | 11787-5004  | Suffolk County       | 2044            | 138588A                   | Middle            |
| Staffed Branch (1)                | 1              | Mineola Branch                       | 540 Jericho Tpke         |              | Mineola            | NY           | 11501      | 11501-1104  | Nassau County        | 2022            | 128967A                   | Middle            |
| Staffed Branch (1)                | 1              | Exton Branch                         | 180 E Lincoln Hwy        |              | Exton              | PA           | 19341      | 19341-2724  | Chester County       | 2270            | 129761A                   | Middle            |
| Staffed Branch (1)                | 1              | Staten Island-Eltिंगville Branch     | 4401 Amboy Rd            |              | Staten Island      | NY           | 10312      | 10312-3857  | Richmond             | 2035            | 129762A                   | Upper             |
| Staffed Branch (1)                | 1              | Staten Island-Huguenot Branch        | 929 Huguenot Ave         |              | Staten Island      | NY           | 10312      | 10312-4312  | Richmond             | 2035            | 129762A                   | Upper             |
| Staffed Branch (1)                | 1              | Langhorne Branch                     | 2040 E Lincoln Hwy       |              | Langhorne          | PA           | 19047      | 19047-3036  | Bucks County         | 2264            | 132315A                   | Middle            |
| Staffed Branch (1)                | 1              | Farmingdale Branch                   | 2025 Broadhollow Rd      |              | Farmingdale        | NY           | 11735      | 11735-1412  | Suffolk County       | 2044            | 132507A                   | Middle            |
| Staffed Branch (1)                | 1              | Norwood Branch                       | 435 Livingston St        |              | Norwood            | NJ           | 07648      | 07648-1311  | Bergen County        | 1923            | 142684A                   | Upper             |
| Staffed Branch (1)                | 1              | Clifton/Downtown Branch              | 276 Clifton Ave          |              | Clifton            | NJ           | 07011      | 07011-1828  | Passaic County       | 1937            | 133369A                   | Moderate          |
| Staffed Branch (1)                | 1              | Gorham Branch                        | 95 Main St               |              | Gorham             | ME           | 04038      | 04038-1303  | Cumberland County    | 1228            | 129255A                   | Middle            |



**TD BANK, N.A. BRANCHES**  
(As of March 5, 2022)

| BranchType (select one from list) | BranchTypeCode | PopularBranchName                      | AddressLine1                       | AddressLine2 | AddressCity        | AddressState | AddressZIP | AddressZIP4 | BranchCounty(select)   | AddressCountyID | BranchCertificationNumber | IncomeDesignation |
|-----------------------------------|----------------|--|------------------------------------|--------------|--------------------|--------------|------------|-------------|------------------------|-----------------|---------------------------|-------------------|
| Staffed Branch (1)                | 1              | Clinton Branch                         | 8912 Woodyard Rd                   |              | Clinton            | MD           | 20735      | 20735-4204  | Prince George's County | 1217            | 133568A                   | Middle            |
| Staffed Branch (1)                | 1              | New Carrollton, Md Branch              | 8211 Annapolis                     |              | Hyattsville        | MD           | 20784      | 20784-3016  | Prince George's County | 1217            | 133569A                   | Low               |
| Staffed Branch (1)                | 1              | Tyson Corner Branch                    | 2070 Chain Bridge Rd               |              | Vienna             | VA           | 22182      | 22182-2536  | Fairfax County         | 2924            | 133826A                   | Upper             |
| Staffed Branch (1)                | 1              | Seneca Branch                          | 104 Mill Rd                        |              | Seneca             | SC           | 29672      | 29672-2314  | Coosue County          | 2442            | 148839A                   | Upper             |
| Staffed Branch (1)                | 1              | North Arlington Branch                 | 454 Ridge Rd                       |              | North Arlington    | NJ           | 07031      | 07031-5316  | Bergen County          | 1923            | 142685A                   | Upper             |
| Staffed Branch (1)                | 1              | Westport/Downtown Office Branch        | 165 Main St                        |              | Westport           | CT           | 06880      | 06880-3204  | Fairfield County       | 317             | 133858A                   | Upper             |
| Staffed Branch (1)                | 1              | Stamford Downtown Branch               | 1625 Summer St                     |              | Stamford           | CT           | 06905      | 06905-1113  | Fairfield County       | 317             | 133823A                   | Middle            |
| Staffed Branch (1)                | 1              | Carolina Forest Branch                 | 4100 Postall Way                   |              | Myrtle Beach       | SC           | 29579      | 29579-3287  | Horry County           | 2431            | 148794A                   | Middle            |
| Staffed Branch (1)                | 1              | South Tampa                            | 1001 S Dale Mabry Hwy              |              | Tampa              | FL           | 33629      | 33629-5004  | Hillsborough County    | 357             | 148731A                   | Upper             |
| Staffed Branch (1)                | 1              | Whitehouse Branch                      | 350 State Highway 22 W             |              | Whitehouse Station | NJ           | 08889      | 08889       | Hunterdon County       | 1931            | 123314A                   | Upper             |
| Staffed Branch (1)                | 1              | Manassas/Liberia Branch                | 9800 Liberia Ave                   |              | Manassas           | VA           | 20110      | 20110-5836  | City Of Manassas       | 3012            | 129493A                   | Moderate          |
| Staffed Branch (1)                | 1              | Orley Beach Branch                     | 4000 Rt 37 E                       |              | Seaside Heights    | NJ           | 08751      | 08751-1663  | Ocean County           | 1906            | 129039A                   | Moderate          |
| Staffed Branch (1)                | 1              | Augusta Road Branch                    | 2303 Augusta St                    |              | Greenville         | SC           | 29605      | 29605-1744  | Greenville County      | 2428            | 148808A                   | Upper             |
| Staffed Branch (1)                | 1              | Port Washington Branch                 | 475 Port Washington Blvd           |              | Port Washington    | NY           | 11050      | 11050-4290  | Nassau County          | 2022            | 134059A                   | Upper             |
| Staffed Branch (1)                | 1              | Greenwich, Ct Branch                   | 3 Pickwick Plz                     |              | Greenwich          | CT           | 06830      | 06830-5538  | Fairfield County       | 317             | 134063A                   | Upper             |
| Staffed Branch (1)                | 1              | Lauderhill Branch                      | 7345 W Oakland Park Blvd           |              | Fort Lauderdale    | FL           | 33319      | 33319-7109  | Broward County         | 334             | 134067A                   | Upper             |
| Staffed Branch (1)                | 1              | Deerfield Beach Branch                 | 3325 W Hillsboro Blvd              |              | Deerfield Beach    | FL           | 33442      | 33442-9423  | Broward County         | 334             | 134070A                   | Upper             |
| Staffed Branch (1)                | 1              | Jupiter Store Branch                   | 2301 W Indiantown Rd               |              | Jupiter            | FL           | 33458      | 33458-5896  | Palm Beach County      | 379             | 134071A                   | Upper             |
| Staffed Branch (1)                | 1              | Margate Store Branch                   | 480 N State Rd 7                   |              | Margate            | FL           | 33063      | 33063-4588  | Broward County         | 334             | 134072A                   | Moderate          |
| Staffed Branch (1)                | 1              | Radnor Branch                          | 200 N Radnor Chester Rd            |              | Radnor             | PA           | 19087      | 19087-5106  | Delaware County        | 2278            | 133966A                   | Upper             |
| Staffed Branch (1)                | 1              | Mansfield, Ma Branch                   | 280 School St                      |              | Mansfield          | MA           | 02048      | 02048-1841  | Bristol County         | 1190            | 134192A                   | Upper             |
| Staffed Branch (1)                | 1              | Milford, Ct Branch                     | 1361 Boston Post Rd                |              | Milford            | CT           | 06460      | 06460-2755  | New Haven County       | 321             | 134205A                   | Middle            |
| Staffed Branch (1)                | 1              | 19th And Tighman Branch                | 1828 W Tighman Branch              |              | Allentown          | PA           | 18104      | 18104-4160  | Lahigh County          | 2294            | 134206A                   | Middle            |
| Staffed Branch (1)                | 1              | Dale City Branch                       | 13630 Foulger Sq                   |              | Woodbridge         | VA           | 22192      | 22192-4246  | Prince William County  | 2968            | 129162A                   | Moderate          |
| Staffed Branch (1)                | 1              | Seven Corners Branch                   | 6198 Arlington Blvd                |              | Falls Church       | VA           | 22044      | 22044-3407  | Fairfax County         | 2924            | 129166A                   | Low               |
| Staffed Branch (1)                | 1              | Frazer Branch                          | 101 Lancaster Ave                  |              | Frazer             | PA           | 19355      | 19355-2122  | Chester County         | 2270            | 129370A                   | Middle            |
| Staffed Branch (1)                | 1              | Westhampton Beach Branch               | 115 Montauk Hwy                    |              | Westhampton Beach  | NY           | 11978      | 11978-1703  | Suffolk County         | 2044            | 132280A                   | Middle            |
| Staffed Branch (1)                | 1              | Englewood Branch                       | 9 E Demarest Ave                   |              | Englewood          | NJ           | 07631      | 07631-2505  | Bergen County          | 1923            | 142623A                   | Middle            |
| Staffed Branch (1)                | 1              | Gaithersburg Branch                    | 810 W Diamond Ave                  |              | Gaithersburg       | MD           | 20878      | 20878-1413  | Montgomery County      | 1216            | 134279A                   | Moderate          |
| Staffed Branch (1)                | 1              | Bayside Branch                         | 21610 Northern Blvd                |              | Bayside            | NY           | 11361      | 11361-3459  | Queens                 | 2033            | 124660A                   | Middle            |
| Staffed Branch (1)                | 1              | Jackson Heights Branch                 | 7005 Northern Blvd                 |              | Jackson Heights    | NY           | 11372      | 11372-1094  | Queens                 | 2033            | 124661A                   | Moderate          |
| Staffed Branch (1)                | 1              | Park Slope Branch                      | 260 5th Ave                        |              | Park Slope         | NY           | 11215      | 11215-1909  | Kings                  | 2016            | 128949A                   | Upper             |
| Staffed Branch (1)                | 1              | Valley Stream Branch                   | 275 W Merrick Rd                   |              | Valley Stream      | NY           | 11580      | 11580-5523  | Nassau County          | 2022            | 133270A                   | Middle            |
| Staffed Branch (1)                | 1              | City Hall Branch                       | 258 Broadway                       |              | New York           | NY           | 10007      | 10007-2315  | New York County        | 2023            | 134418A                   | Upper             |
| Staffed Branch (1)                | 1              | 2 Wall Street Branch                   | 2 Wall St                          |              | New York           | NY           | 10005      | 10005-2001  | New York County        | 2023            | 134419A                   | Upper             |
| Staffed Branch (1)                | 1              | Elmwood Park Market Branch             | 600 Market St                      |              | Elmwood Park       | NJ           | 07407      | 07407-3110  | Bergen County          | 1923            | 142662A                   | Upper             |
| Staffed Branch (1)                | 1              | Greenbook Branch                       | 1000 N Washington Ave              |              | Green Brook        | NJ           | 08812      | 08812-2620  | Somerset County        | 1939            | 134534A                   | Upper             |
| Staffed Branch (1)                | 1              | Holmdel Branch                         | 670 S Laurel Ave                   |              | Holmdel            | NJ           | 07733      | 07733-1209  | Monmouth County        | 1934            | 134536A                   | Upper             |
| Staffed Branch (1)                | 1              | Franklin Street Branch                 | 405 Franklin St                    |              | Brantree           | MA           | 02184      | 02184-5515  | Norfolk County         | 1198            | 129211A                   | Middle            |
| Staffed Branch (1)                | 1              | Shiland Branch                         | 2609 Mills Park Dr                 |              | Rock Hill          | SC           | 29732      | 29732-8599  | York County            | 2451            | 148837A                   | Middle            |
| Staffed Branch (1)                | 1              | Roseland Branch                        | 47 Eisenhower Pkwy                 |              | Roseland           | NJ           | 07068      | 07068-1607  | Essex County           | 1928            | 142696A                   | Upper             |
| Staffed Branch (1)                | 1              | Montville NJ Branch                    | 159 Changebridge Rd                |              | Montville          | NJ           | 07045      | 07045-9595  | Morris County          | 1935            | 127548A                   | Upper             |
| Staffed Branch (1)                | 1              | Phillipsburg Branch                    | 1321 Route 22                      |              | Phillipsburg       | NJ           | 08865      | 08865       | Warren County          | 1942            | 134671A                   | Upper             |
| Staffed Branch (1)                | 1              | Thorwood Branch                        | 241 Marble Ave                     |              | Thorwood           | NY           | 11094      | 11094-1096  | Westchester County     | 2052            | 134675A                   | Upper             |
| Staffed Branch (1)                | 1              | Leesburg Branch                        | 552 E Market St                    |              | Leesburg           | VA           | 20176      | 20176-4112  | Loudoun County         | 2948            | 134417A                   | Low               |
| Staffed Branch (1)                | 1              | Norwalk/Westport Branch                | 437 Westport Ave                   |              | Norwalk            | CT           | 06851      | 06851-4410  | Fairfield County       | 317             | 134826A                   | Middle            |
| Staffed Branch (1)                | 1              | Shelton Branch                         | 820 Bridgeport Ave                 |              | Shelton            | CT           | 06484      | 06484-4717  | Fairfield County       | 317             | 134827A                   | Middle            |
| Staffed Branch (1)                | 1              | Pelham Parkway Branch                  | 640 Pelham Pkwy S                  |              | Bronx              | NY           | 10462      | 10462-1001  | Bronx                  | 1995            | 134831A                   | Moderate          |
| Staffed Branch (1)                | 1              | Spartanburg Branch                     | 340 E Main St                      |              | Spartanburg        | SC           | 29302      | 29302-1987  | Spartanburg County     | 1927            | 148841A                   | Upper             |
| Staffed Branch (1)                | 1              | Hockessin Branch                       | 7330 Lancaster Pike                |              | Hockessin          | DE           | 19707      | 19707-9264  | New Castle County      | 327             | 135238A                   | Upper             |
| Staffed Branch (1)                | 1              | St. James Store Branch                 | 621 Lake Ave                       |              | St. James          | NY           | 11780      | 11780-1924  | Suffolk County         | 2044            | 135416A                   | Middle            |
| Staffed Branch (1)                | 1              | Hampton Bays, Ny Branch                | 191 W Montauk Hwy                  |              | Hampton Bays       | NY           | 11946      | 11946-2305  | Suffolk County         | 2044            | 135418A                   | Moderate          |
| Staffed Branch (1)                | 1              | South Whitehall Roma Branch            | 1603 N Cedar Crest Blvd            |              | Allentown          | PA           | 18104      | 18104-2304  | Lahigh County          | 2294            | 132223A                   | Middle            |
| Staffed Branch (1)                | 1              | Coral Springs/University Dr. Branch    | 2660 N University Dr               |              | Coral Springs      | FL           | 33065      | 33065-5104  | Broward County         | 334             | 135555A                   | Middle            |
| Staffed Branch (1)                | 1              | Jefferson Valley Branch                | 3660 Lee Rd                        |              | Jefferson          | NY           | 10535      | 10535-1512  | Westchester County     | 2022            | 124903A                   | Upper             |
| Staffed Branch (1)                | 1              | West Palm Beach/Summit Branch          | 1031 S Military Trail              |              | West Palm Beach    | FL           | 33415      | 33415-4716  | Palm Beach County      | 379             | 135556A                   | Low               |
| Staffed Branch (1)                | 1              | Brian Branch                           | 85 Boston Post Rd                  |              | Brian              | CT           | 06820      | 06820-2910  | Fairfield County       | 317             | 103889A                   | Upper             |
| Staffed Branch (1)                | 1              | Georgetown Branch                      | 1611 Wisconsin Ave NW              |              | Washington         | DC           | 20007      | 20007-2721  | Distric Of Columbia    | 325             | 127565A                   | Upper             |
| Staffed Branch (1)                | 1              | Newark Branch                          | 105 Mulberry St                    |              | Newark             | NJ           | 07102      | 07102-4006  | Essex County           | 1928            | 142684A                   | Low               |
| Staffed Branch (1)                | 1              | Wantsagh Branch                        | 3222 Sunrise Hwy                   |              | Wantsagh           | NY           | 11793      | 11793-4020  | Nassau County          | 2022            | 129396A                   | Upper             |
| Staffed Branch (1)                | 1              | Germentown Branch                      | 19905 Century Blvd                 |              | Germentown         | MD           | 20874      | 20874-7120  | Montgomery County      | 1216            | 135790A                   | Moderate          |
| Staffed Branch (1)                | 1              | Staten Island/Totterville Branch       | 126 Page Ave                       |              | Staten Island      | NY           | 10309      | 10309-2817  | Richmond               | 2035            | 136112A                   | Upper             |
| Staffed Branch (1)                | 1              | New City Branch                        | 275 S Main St                      |              | New City           | NY           | 10956      | 10956-3328  | Rockland County        | 2036            | 136131A                   | Upper             |
| Staffed Branch (1)                | 1              | Roslyn Heights Office Branch           | 111 Mineola Ave                    |              | Roslyn Heights     | NY           | 11577      | 11577-1261  | Nassau County          | 2022            | 132504A                   | Middle            |
| Staffed Branch (1)                | 1              | South Beach 5th Street Branch          | 500 Collins Ave                    |              | Miami Beach        | FL           | 33139      | 33139-6686  | Miami-Dade County      | 341             | 136361A                   | Middle            |
| Staffed Branch (1)                | 1              | Morristown Branch                      | 217 South St                       |              | Morristown         | NJ           | 07960      | 07960-5336  | Morris County          | 1935            | 136364A                   | Upper             |
| Staffed Branch (1)                | 1              | Coral Gables/Ponce De Leon Branch      | 2401 Ponce De Leon Blvd            |              | Coral Gables       | FL           | 33134      | 33134-6016  | Miami-Dade County      | 341             | 136859A                   | Upper             |
| Staffed Branch (1)                | 1              | Jersey City Branch                     | 125 18th St                        |              | Jersey City        | NJ           | 07310      | 07310-1242  | Hudson County          | 1930            | 142671A                   | Upper             |
| Staffed Branch (1)                | 1              | Kingsport, Nc Branch                   | 411 Washington Ave                 |              | Kingsport          | NY           | 12481      | 12481-8713  | Ulster County          | 2948            | 133337A                   | Moderate          |
| Staffed Branch (1)                | 1              | Hendon Branch                          | 1284 Elden St                      |              | Hendon             | VA           | 20170      | 20170-5504  | Fairfax County         | 2924            | 129144A                   | Middle            |
| Staffed Branch (1)                | 1              | Glen Burnie Branch                     | 7928 Crain Hwy S                   |              | Glen Burnie        | MD           | 21061      | 21061-4931  | Anne Arundel County    | 1203            | 137033A                   | Middle            |
| Staffed Branch (1)                | 1              | Huntingdon Valley Branch               | 2550 Philmont Ave                  |              | Huntingdon Valley  | PA           | 19006      | 19006-6238  | Montgomery County      | 2021            | 137034A                   | Upper             |
| Staffed Branch (1)                | 1              | Rocky Point Branch                     | 320 Rt 25A                         |              | Rocky Point        | NY           | 11778      | 11778-8817  | Suffolk County         | 2044            | 137041A                   | Middle            |
| Staffed Branch (1)                | 1              | Corona Branch                          | 9415 Northern Blvd                 |              | Jackson Heights    | NY           | 11372      | 11372-2033  | Queens                 | 2033            | 124661A                   | Moderate          |
| Staffed Branch (1)                | 1              | Hillcrest Fresh Meadows Branch         | 16406 Union Tpke                   |              | Fresh Meadows      | NY           | 11366      | 11366-1237  | Queens                 | 2033            | 137044A                   | Upper             |
| Staffed Branch (1)                | 1              | East Village Branch                    | 47 3rd Ave # 53                    |              | New York           | NY           | 10003      | 10003-5535  | New York County        | 2023            | 137045A                   | Upper             |
| Staffed Branch (1)                | 1              | North Branford                         | 1289 Foxon Rd                      |              | North Branford     | CT           | 06471      | 06471-1289  | New Haven County       | 321             | 133292A                   | Middle            |
| Staffed Branch (1)                | 1              | Deerwood Branch                        | 11955 SW 152nd St                  |              | Miami              | FL           | 33177      | 33177-1605  | Miami-Dade County      | 341             | 137036A                   | Upper             |
| Staffed Branch (1)                | 1              | Scarsdale, Ny Branch                   | 824 Central Park Ave               |              | Scarsdale          | NY           | 10583      | 10583-2525  | Westchester County     | 2052            | 129367A                   | Upper             |
| Staffed Branch (1)                | 1              | Hialeah Palm Springs Branch            | 801 W 49th St                      |              | Hialeah            | FL           | 33012      | 33012-3559  | Miami-Dade County      | 341             | 137492A                   | Moderate          |
| Staffed Branch (1)                | 1              | Dave Branch                            | 5943 Stirling Rd                   |              | Dave               | FL           | 33314      | 33314-7225  | Broward County         | 334             | 137493A                   | Middle            |
| Staffed Branch (1)                | 1              | Riverside Beach Branch                 | 2000 Blue Heron Blvd W             |              | Riverside Beach    | FL           | 33404      | 33404-5010  | Palm Beach County      | 379             | 137494A                   | Moderate          |
| Staffed Branch (1)                | 1              | Newark, De Branch                      | 230 E Delaware Ave                 |              | Newark             | DE           | 19711      | 19711-4807  | New Castle County      | 327             | 137497A                   | Moderate          |
| Staffed Branch (1)                | 1              | Cutter Bay Branch                      | 19199 S Dixie Hwy                  |              | Cutter Bay         | FL           | 33157      | 33157-7703  | Miami-Dade County      | 341             | 137498A                   | Upper             |
| Staffed Branch (1)                | 1              | Alexandria/So Washington Office Branch | 119 S Washington St                |              | Alexandria         | VA           | 22314      | 22314-3028  | City Of Alexandria     | 2991            | 132192A                   | Upper             |
| Staffed Branch (1)                | 1              | Centreville, Va Office Branch          | 6200 Multiplex Dr                  |              | Centreville        | VA           | 20121      | 20121-5324  | Fairfax County         | 2924            | 132086A                   | Middle            |
| Staffed Branch (1)                | 1              | Copley Square Branch                   | 535 Boylston St                    |              | Boston             | MA           | 02116      | 02116-3720  | Suffolk County         | 1200            | 137583A                   | Upper             |
| Staffed Branch (1)                | 1              | Borough Park Branch                    | 4526 13th Ave                      |              | Brooklyn           | NY           | 11219      | 11219-2018  | Kings                  | 2016            | 128999A                   | Low               |
| Staffed Branch (1)                | 1              | Kew Gardens, Ny Branch                 | 11624 Metropolitan Ave             |              | Kew Gardens        | NY           | 11415      | 11415-1017  | Queens                 | 2033            | 132221A                   | Middle            |
| Staffed Branch (1)                | 1              | Palmer Park Branch                     | 2417 Park Ave                      |              | Easton             | PA           | 18045      | 18045-2726  | Northampton County     | 2303            | 132224A                   | Upper             |
| Drive-in (2)                      | 2              | Tenafly Branch                         | 115 Piermont Rd                    |              | Tenafly            | NJ           | 07670      | 07670-1023  | Bergen County          | 1923            | 142698A                   | Upper             |
| Staffed Branch (1)                | 1              | Daytona lab                            | 1060 W International Speedway Blvd |              | Daytona Beach      | FL           | 32114      | 32114-3433  | Volusia County         | 393             | 137747A                   | Moderate          |

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| BranchType (select one from list) | BranchTypeCode | PopularBranchName                     | AddressLine1              | AddressLine2 | AddressCity       | AddressState | AddressZIP | AddressZIP4 | BranchCounty(select)  | AddressCountyID | BranchCertificationNumber | IncomeDesignation |        |
|-----------------------------------|----------------|---------------------------------------|---------------------------|--------------|-------------------|--------------|------------|-------------|-----------------------|-----------------|---------------------------|-------------------|--------|
| Staffed Branch (1)                | 1              | North Babylon Branch                  | 1361 Deer Park Ave        |              | North Babylon     | NY           | 11703      | 11703-1617  | Suffolk County        | 2044            | 137740A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Medford Li. Branch                    | 1806 Medford Ave          |              | Medford           | NY           | 11763      | 11763-3640  | Suffolk County        | 2044            | 137742A                   | Middle            |        |
| Staffed Branch (1)                | 1              | 18th Avenue & 67th St Branch          | 6628 18th Ave             |              | Brooklyn          | NY           | 11204      | 11204-4314  | Kings                 | 2016            | 137743A                   | Moderate          |        |
| Staffed Branch (1)                | 1              | City Avenue Branch                    | 4020 City Line Ave        |              | Philadelphia      | PA           | 19131      | 19131-1707  | Philadelphia County   | 2306            | 137745A                   | Moderate          |        |
| Staffed Branch (1)                | 1              | Hasbrouck Heights Branch              | 109 Blvd                  |              | Hasbrouck Heights | NJ           | 07604      | 07604-1705  | Bergen County         | 1923            | 142672A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Denville Store Branch                 | 295 E Main St             |              | Denville          | NJ           | 07834      | 07834-2643  | Morris County         | 1935            |                           | Upper             |        |
| Staffed Branch (1)                | 1              | Western South Branch                  | 4475 Western              |              | Western           | FL           | 33331      | 33331-9199  | Broward County        | 334             | 137795A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Doral Branch                          | 3885 NW 107th Ave         |              | Doral             | FL           | 33178      | 33178-4292  | Miami-Dade County     | 341             | 137971A                   | Upper             |        |
| Staffed Branch (1)                | 1              | South Flushing Branch                 | 5650 Main St              |              | Flushing          | NY           | 11355      | 11355-5046  | Queens                | 2033            | 142700A                   | Moderate          |        |
| Staffed Branch (1)                | 1              | Hollis Branch                         | 18810 Hillside Ave        |              | Hollis            | NY           | 11423      | 11423-1936  | Queens                | 2033            | 137979A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Tamarac Branch                        | 7001 W Commercial Blvd    |              | Tamarac           | FL           | 33319      | 33319-2121  | Broward County        | 334             | 141896A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Bel Air Branch                        | 115 Baltimore Pike        |              | Bel Air           | MD           | 21014      | 21014-4120  | Harford County        | 1213            | 138052A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Essex Branch                          | 1800 Eastern Blvd         |              | Essex             | MD           | 21221      | 21221-1300  | Baltimore County      | 1204            | 142098A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Wesley Chapel Branch                  | 26649 Silver Maple Pkwy   |              | Wesley Chapel     | FL           | 33544      | 33544-6326  | Pasco County          | 380             | 148771A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Gateway Commons Branch                | 1475 E Osceola Pkwy       |              | Kissimmee         | FL           | 34744      | 34744-1604  | Osceola County        | 378             | 148700A                   | Moderate          |        |
| Staffed Branch (1)                | 1              | Curry Ford Branch                     | 1701 S Semoran Blvd       |              | Orlando           | FL           | 32822      | 32822-2952  | Orange County         | 377             | 148718A                   | Low               |        |
| Staffed Branch (1)                | 1              | Leicester Hwy Branch                  | 335 New Leicester Hwy     |              | Asheville         | NC           | 28806      | 28806-2046  | Buncombe County       | 1676            | 148743A                   | Moderate          |        |
| Staffed Branch (1)                | 1              | Brighton Branch                       | 391 Market St             |              | Brighton          | MA           | 02135      | 02135-2754  | Suffolk County        | 1200            | 139234A                   | Moderate          |        |
| Staffed Branch (1)                | 1              | Epapp Crossing Branch                 | 16 Fresh River Rd         |              | Epapp             | NH           | 03042      | 03042-2222  | Rockingham County     | 1919            | 139355A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Bayview Store Branch                  | 1066 Broadway             |              | Bayonne           | NJ           | 07002      | 07002-4155  | Hudson County         | 1930            | 142715A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Downtown Flushing Branch              | 3819 Main St              |              | Flushing          | NY           | 11354      | 11354-5517  | Queens                | 2033            | 142700A                   | Moderate          |        |
| Staffed Branch (1)                | 1              | Juno Beach Branch                     | 112679 US Hwy 1           |              | Juno Beach        | FL           | 33408      | 33408-2401  | Palm Beach County     | 379             | 139427A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Cana & Lafayette (Chinatown I) Branch | 254 Canal St              |              | New York          | NY           | 10013      | 10013-3501  | New York County       | 2023            | 139463A                   | Upper             |        |
| Staffed Branch (1)                | 1              | East Rutherford Branch                | 71 Union Ave              |              | East Rutherford   | NJ           | 07073      | 07073-2009  | Bergen County         | 1923            | 142706A                   | Upper             |        |
| Staffed Branch (1)                | 1              | James Island Branch                   | 504 Folly Rd              |              | Charleston        | SC           | 29412      | 29412-3002  | Charleston County     | 2415            | 148780A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Bluffton Hwy 278 Branch               | 1021 Fording Island Rd    |              | Bluffton          | SC           | 29910      | 29910-6505  | Beaufort County       | 2412            | 148775A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Silver Springs Branch                 | 3132 Briggs Chaney Rd     |              | Silver Spring     | MD           | 20904      | 20904-7581  | Montgomery County     | 1216            | 135551A                   | Low               |        |
| Staffed Branch (1)                | 1              | Lakewood Branch                       | 1601 Madison Ave          |              | Lakewood          | NJ           | 08701      | 08701-1249  | Ocean County          | 1936            | 134828A                   | Low               |        |
| Staffed Branch (1)                | 1              | Warren Branch                         | 63 Mountain Blvd          |              | Warren            | NJ           | 07059      | 07059-5678  | Somerset County       | 1939            | 134535A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Tuckerton Branch                      | 448 Route 9 S             |              | Little Egg Harbor | NJ           | 08087      | 08087-2226  | Ocean County          | 1936            | 135791A                   | Moderate          |        |
| Staffed Branch (1)                | 1              | Franklin/Route 23 Branch              | 382 State Rt 23           |              | Franklin          | NJ           | 07416      | 07416-2118  | Sussex County         | 1940            | 137120A                   | Moderate          |        |
| Staffed Branch (1)                | 1              | Woodbridge Dumins Branch              | 16714 Jefferson Davis Hwy |              | Dumfries          | VA           | 22028      | 22028-2115  | Prince William County | 2968            | 139254A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Alexandria Van Dorn Branch            | 557 S Van Dorn St         |              | Alexandria        | VA           | 22304      | 22304-4811  | City Of Alexandria    | 2991            | 139115A                   | Moderate          |        |
| Staffed Branch (1)                | 1              | Vienna Branch                         | 308 Maple Ave E           |              | Vienna            | VA           | 22180      | 22180-4716  | Fairfax County        | 2924            | 134830A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Reston Branch                         | 1750 N Hampton Ave        |              | Reston            | VA           | 20194      | 20194-1818  | Fairfax County        | 2924            | 133965A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Chestnut Hill Branch                  | 8600 Germantown Ave       |              | Philadelphia      | PA           | 19118      | 19118-2841  | Philadelphia County   | 2306            | 132964A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Morris Park Branch                    | 1864 Williamsbridge Rd    |              | Bronx             | NY           | 10461      | 10461-6206  | Bronx                 | 1995            | 134060A                   | Upper             |        |
| Staffed Branch (1)                | 1              | 50th and Broadway Branch              | 1619 Broadway             |              | New York          | NY           | 10019      | 10019-7412  | New York County       | 2023            | 134207A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Franklin Square Branch                | 680 Hempstead Tpke        |              | Franklin Square   | NY           | 11010      | 11010-4325  | Nassau County         | 2022            | 137043A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Elmhurst Branch                       | 7901 Queens Blvd          |              | Elmhurst          | NY           | 11373      | 11373-3744  | Queens                | 2033            | 137046A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Bay Bridge Branch                     | 8206 5th Ave              |              | Brooklyn          | NY           | 11209      | 11209-4509  | Kings                 | 2016            | 133967A                   | Moderate          |        |
| Staffed Branch (1)                | 1              | Sunset Park Branch                    | 987 4th Ave               |              | Brooklyn          | NY           | 11232      | 11232-2905  | Kings                 | 2016            | 134295A                   | Moderate          |        |
| Staffed Branch (1)                | 1              | Westbury II Branch                    | 995 Old Country Rd        |              | Westbury          | NY           | 11590      | 11590-5620  | Nassau County         | 2022            | 133669A                   | Middle            |        |
| Drive-In (2)                      | 2              | Fort Salina Branch                    | 5300 SE Federal Hwy       |              | Suwanee           | FL           | 34997      | 34997-6907  | Marin County          | 371             | 135277A                   | Upper             |        |
| Staffed Branch (1)                | 1              | SchuylerVillage/Throggneck Branch     | 3755 E Tremont Ave        |              | Bronx             | NY           | 10465      | 10465-2432  | Bronx                 | 1995            | 134062A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Jamestown Branch                      | 230 Forsgate Dr           |              | Jamestown         | NJ           | 08831      | 08831-1375  | Middlesex County      | 1933            | 141776A                   | Moderate          |        |
| Staffed Branch (1)                | 1              | North Miami Biscayne Branch           | 12620 Biscayne Blvd       |              | North Miami       | FL           | 33181      | 33181-2525  | Miami-Dade County     | 341             | 141779A                   | Low               |        |
| Staffed Branch (1)                | 1              | Shirley Branch                        | 530 William Floyd Pkwy    |              | Shirley           | NY           | 11967      | 11967-3444  | Suffolk County        | 2044            | 132506A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Boca Palmetto Branch                  | 1371 W Palmetto Park Rd   |              | Boca Raton        | FL           | 33486      | 33486-3312  | Palm Beach County     | 379             | 146498A                   | Upper             |        |
| Staffed Branch (1)                | 1              | New Providence Branch                 | 80 South St               |              | New Providence    | NJ           | 07974      | 07974-2929  | Union County          | 1941            | 142096A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Kissimmee Branch                      | 120 S John Young Pkwy     |              | Kissimmee         | FL           | 34741      | 34741-5461  | Osceola County        | 378             | 148207A                   | Low               |        |
| Staffed Branch (1)                | 1              | Oakland, Nj Branch                    | 160 Rampao Valley Rd      |              | Oakland           | NJ           | 07436      | 07436-2524  | Bergen County         | 1923            | 142688A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Fashion Square Branch                 | 2633 E Colonial Dr        |              | Orlando           | FL           | 32803      | 32803-5022  | Orange County         | 377             | 148719A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Fl. Lauderdale 17th Street Branch     | 1215 SE 17th St           |              | Fort Lauderdale   | FL           | 33316      | 33316-1705  | Broward County        | 334             | 143111A                   | Upper             |        |
| Staffed Branch (1)                | 1              | New Haven Chapel Branch               | 994 Chapel St             |              | New Haven         | CT           | 06510      | 06510-2515  | New Haven County      | 321             | 143112A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Fairfax City Bevan Branch             | 11098 Fairfax Blvd        |              | Fairfax           | VA           | 22030      | 22030-5046  | Fairfax County        | 2924            | 143113A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Brantford Branch                      | 1033 W Main St            |              | Brantford         | CT           | 06463      | 06463-3828  | Avon County           | 321             | 143114A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Clarendon Wilson Blvd Branch          | 3101 Wilson Blvd          |              | Arlington         | VA           | 22201      | 22201-4443  | New Haven County      | 321             | 143115A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Annapolis Bestgate Branch             | 2103 Commerce Park Dr     |              | Annapolis         | MD           | 21401      | 21401-2912  | Anne Arundel County   | 1203            | 143316A                   | Upper             |        |
| Staffed Branch (1)                | 1              | New Haven/Foxon Blvd Branch           | 466 Foxon Blvd            |              | New Haven         | CT           | 06513      | 06513-2329  | New Haven County      | 321             | 143118A                   | Moderate          |        |
| Staffed Branch (1)                | 1              | Td Bank, National Association         | 2035 Limestone Rd         |              | Wilmington        | DE           | 19808      | 19808-5529  | New Castle County     | 327             | 123455A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Kean Branch                           | 995 Morris Ave            |              | Union             | NJ           | 07083      | 07083-7120  | Union County          | 1941            | 143409A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Altamonte Mall Branch                 | 514 E Altamonte Dr        |              | Altamonte Springs | FL           | 32701      | 32701-4704  | Seminole County       | 388             | 148674A                   | Middle            |        |
| Staffed Branch (1)                | 1              | 7th and I Street Branch               | 901 7th St NW             |              | Washington        | DC           | 20001      | 20001-3881  | District Of Columbia  | 325             | 138708A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Buckwalter Branch                     | 110 Buckwalter Pkwy       |              | Bluffton          | SC           | 29910      | 29910-4114  | Beaufort County       | 2412            | 148776A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Larchmont Village Branch              | 107 Chatsworth Ave        |              | Larchmont         | NY           | 10538      | 10538-2923  | Westchester County    | 2052            | 129366A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Pelham Branch                         | 301 5th Ave               |              | Pelham            | NY           | 10803      | 10803-1203  | Westchester County    | 2052            | 132888A                   | Upper             |        |
| Staffed Branch (1)                | 1              | 62nd and Broadway Branch              | 1873 Broadway             |              | New York          | NY           | 11023      | 11023-7501  | New York County       | 2023            | 142101A                   | Upper             |        |
| Staffed Branch (1)                | 1              | 14th & P Branch                       | 685 14th St NW            |              | Washington        | DC           | 20005      | 20005-2007  | District Of Columbia  | 325             | 146030A                   | Upper             |        |
| Staffed Branch (1)                | 1              | 53rd & 3rd Branch                     | 880 3rd Ave               |              | New York          | NY           | 11022      | 11022-4730  | New York County       | 2023            | 144053A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Laurel, Md Branch                     | 14401 Baltimore Ave       |              | Laurel            | MD           | 20707      | 20707-4927  | Prince Georges County | 2023            | 1217                      | 133116A           | Middle |
| Staffed Branch (1)                | 1              | Arlington Lee Highway Branch          | 5510 Lee Hwy              |              | Arlington         | VA           | 22207      | 22207-1615  | Arlington County      | 2022            | 144087A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Great Neck Branch                     | 2 Great Neck Rd           |              | Great Neck        | NY           | 11021      | 11021-3305  | Nassau County         | 1992            | 144128A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Tequesta Branch                       | 215 S US Hwy 1            |              | Tequesta          | FL           | 33469      | 33469-2706  | Palm Beach County     | 379             | 146056A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Coconut Creek Branch                  | 6700 N State Road 7       |              | Coconut Creek     | FL           | 33073      | 33073-4336  | Broward County        | 334             | 146055A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Ossining Branch                       | 174 S Highland Ave        |              | Ossining          | NY           | 10562      | 10562-6105  | Westchester County    | 2052            | 146175A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Rego Park Branch                      | 9525 Queens Blvd          |              | Rego Park         | NY           | 11374      | 11374-4511  | Queens                | 2033            | 146216A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Sunny Isles Branch                    | 16830 Collins Ave         |              | Sunny Isles Beach | FL           | 33160      | 33160-4203  | Miami-Dade County     | 341             | 146218A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Staten Island/Forest & Crystal Branch | 1600 Forest Ave           |              | Staten Island     | NY           | 10302      | 10302-2228  | Richmond              | 2035            | 146235A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Tom's River - Lakewood South Branch   | 2338 Lakewood Rd          |              | Tom's River       | NJ           | 08755      | 08755-1220  | Ocean County          | 1936            | 1465236A                  | Middle            |        |
| Staffed Branch (1)                | 1              | Lake Ronkonkoma Branch                | 474 Porton Rd             |              | Lake Ronkonkoma   | NY           | 11779      | 11779-4564  | Suffolk County        | 2044            | 138933A                   | Middle            |        |
| Staffed Branch (1)                | 1              | 14th and Madison Branch               | 144 Madison Ave           |              | New York          | NY           | 11002      | 11002-6903  | New York County       | 2023            | 146497A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Hanover Township Branch               | 3759 Bath Pike            |              | Bethlehem         | PA           | 18017      | 18017-9006  | Northampton County    | 2303            | 146499A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Cochituate-Wayland Branch             | 57 Main St                |              | Wayland           | MA           | 01778      | 01778-4907  | Middlesex County      | 1196            | 146622A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Fl. Lauderdale/Sunrise Blvd Branch    | 1701 E Sunrise Blvd       |              | Fort Lauderdale   | FL           | 33304      | 33304-3066  | Broward County        | 334             | 146634A                   | Middle            |        |
| Staffed Branch (1)                | 1              | USC Bluffton Branch                   | 13 University Pkwy        |              | Bluffton          | SC           | 29909      | 29909-6229  | Beaufort County       | 2412            | 148813A                   | Middle            |        |
| Staffed Branch (1)                | 1              | Midwood/Avenue J Branch               | 1104 Av J                 |              | Brooklyn          | NY           | 11230      | 11230-3810  | Kings                 | 2016            | 146792A                   | Moderate          |        |
| Staffed Branch (1)                | 1              | Miami Lakes North/Red Palmetto Branch | 16200 NW 57th Ave         |              | Miami Lakes       | FL           | 33014      | 33014-6714  | Miami-Dade County     | 341             | 146795A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Queens Village Store Branch           | 21432 Jamaica Ave         |              | Queens Village    | NY           | 11428      | 11428-1727  | Queens                | 2033            | 146952A                   | Middle            |        |
| Staffed Branch (1)                | 1              | 57th & Broadway Branch                | 224 W 57th St             |              | New York          | NY           | 10019      | 10019-3212  | New York County       | 2023            | 147009A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Carroll Garden Branch                 | 340 Court St              |              | Brooklyn          | NY           | 11231      | 11231-4334  | Kings                 | 2016            | 147010A                   | Upper             |        |
| Staffed Branch (1)                | 1              | Kingsbridge Branch                    | 281 W 230th St            |              | Bronx             | NY           | 10463      | 10463-5142  | Bronx                 | 1995            | 147011A                   | Middle            |        |

TD BANK, N.A. BRANCHES  
(As of March 5, 2022)

| BranchType (select one from list) | BranchTypeCode | PopularBranchName                    | AddressLine1                 | AddressLine2 | AddressCity         | AddressState | AddressZIP | AddressZIP4 | BranchCounty(select)   | AddressCountyID | BranchCertificationNumber | IncomeDesignation |
|-----------------------------------|----------------|--------------------------------------|------------------------------|--------------|---------------------|--------------|------------|-------------|------------------------|-----------------|---------------------------|-------------------|
| Staffed Branch (1)                | 1              | West Babylon, NY Branch              | 701 W Montauk Hwy            |              | West Babylon        | NY           | 11704      | 11704-8219  | Suffolk County         | 2044            | 147014A                   | Middle            |
| Staffed Branch (1)                | 1              | Fresh Pond-Cambridge Branch          | 235 Alewife Brook Pkwy       |              | Cambridge           | MA           | 02138      | 02138-1101  | Middlesex County       | 1196            | 147022A                   | Middle            |
| Staffed Branch (1)                | 1              | Widener University Branch            | 1410 Providence Ave          |              | Chester             | PA           | 19013      | 19013-5715  | Delaware County        | 2278            | 147060A                   | Moderate          |
| Staffed Branch (1)                | 1              | Metropole Branch                     | 1489 P St NW                 |              | Washington          | DC           | 20005      | 20005-1907  | District Of Columbia   | 325             | 147238A                   | Upper             |
| Staffed Branch (1)                | 1              | Sayville Branch                      | 188 N Main St                |              | Sayville            | NY           | 11782      | 11782-2510  | Suffolk County         | 2044            | 147243A                   | Upper             |
| Staffed Branch (1)                | 1              | Barrington, RI Branch                | 231 County Rd                |              | Barrington          | RI           | 02286      | 02286-4512  | Bristol County         | 2401            | 147176A                   | Upper             |
| Staffed Branch (1)                | 1              | Liberty Corner Branch                | 154 Liberty Corner Rd        |              | Liberty             | NJ           | 07059      | 07059-6794  | Somerset County        | 1939            | 147264A                   | Upper             |
| Staffed Branch (1)                | 1              | Syosset Store Branch                 | 540 Jericho Tpke             |              | Syosset             | NY           | 11791      | 11791-4520  | Nassau County          | 2022            | 147255A                   | Upper             |
| Staffed Branch (1)                | 1              | Bay Shore Branch                     | 479 Montauk Hwy              |              | Bay Shore           | NY           | 11706      | 11706-8500  | Suffolk County         | 2044            | 147266A                   | Moderate          |
| Staffed Branch (1)                | 1              | Homestead Branch                     | 2495 NE 8th St               |              | Homestead           | FL           | 33033      | 33033-5353  | Miami-Dade County      | 341             | 147319A                   | Moderate          |
| Staffed Branch (1)                | 1              | Wilmington Branch                    | 300 Delaware Ave             |              | Wilmington          | DE           | 19801      | 19801-1607  | New Castle County      | 327             | 115881A                   | Moderate          |
| Staffed Branch (1)                | 1              | Okeechobee Branch                    | 4646 Okeechobee Blvd         |              | Haverhill           | FL           | 33417      | 33417-4624  | Palm Beach County      | 379             | 134069A                   | Low               |
| Staffed Branch (1)                | 1              | Richboro Branch                      | 1060 2nd St Pike             |              | Richboro            | PA           | 18954      | 18954-1805  | Bucks County           | 2264            | 124742A                   | Upper             |
| Staffed Branch (1)                | 1              | Old Brookville Branch                | 319 Glen Head Rd             |              | Glen Head           | NY           | 11545      | 11545-1928  | Nassau County          | 2022            | 129169A                   | Upper             |
| Staffed Branch (1)                | 1              | Hollywood Branch                     | 5171 Sheridan St             |              | Hollywood           | FL           | 33021      | 33021-2832  | Broward County         | 334             | 147527A                   | Upper             |
| Staffed Branch (1)                | 1              | Winter Street Branch                 | 24 Winter St                 |              | Boston              | MA           | 02108      | 02108-4704  | Suffolk County         | 1200            | 147535A                   | Upper             |
| Staffed Branch (1)                | 1              | Acton Branch                         | 408 Massachusetts Ave        |              | Acton               | MA           | 01720      | 01720-3744  | Middlesex County       | 1196            | 147540A                   | Upper             |
| Staffed Branch (1)                | 1              | East Providence Branch               | 146 Pawtucket Ave            |              | Rumford             | RI           | 02916      | 02916-2135  | Providence County      | 2404            | 147581A                   | Middle            |
| Staffed Branch (1)                | 1              | Glooucester City Store Branch        | 101 S Broadway               |              | Glooucester City    | NJ           | 08030      | 08030-1544  | Camden County          | 1925            | 144008A                   | Moderate          |
| Staffed Branch (1)                | 1              | Tenleytown Branch                    | 4849 Wisconsin Ave NW        |              | Washington          | DC           | 20016      | 20016-4811  | District Of Columbia   | 325             | 135415A                   | Upper             |
| Staffed Branch (1)                | 1              | Hempstead Branch                     | 252 Peninsula Blvd           |              | Hempstead           | NY           | 11550      | 11550-4913  | Nassau County          | 2022            | 147693A                   | Low               |
| Staffed Branch (1)                | 1              | Greenwich & 8th Avenue Branch        | 122 Greenwich Ave            |              | New York            | NY           | 10011      | 10011-7704  | New York County        | 2023            | 147722A                   | Upper             |
| Staffed Branch (1)                | 1              | 67th & 1st Avenue Branch             | 1240 1 Ave                   |              | New York            | NY           | 10065      | 10065-6309  | New York County        | 2023            | 147724A                   | Upper             |
| Staffed Branch (1)                | 1              | Delray Beach Fifth Avenue Branch     | 969 SE 5th Ave               |              | Delray Beach        | FL           | 33483      | 33483-5108  | Palm Beach County      | 379             | 147725A                   | Moderate          |
| Staffed Branch (1)                | 1              | Harvard Square Branch                | 1270 Massachusetts Ave       |              | Cambridge           | MA           | 02138      | 02138-3827  | Middlesex County       | 1196            | 147747A                   | Middle            |
| Staffed Branch (1)                | 1              | Johnston RI Store Branch             | 1547 Atwood Ave              |              | Johnston            | RI           | 02919      | 02919-3232  | Providence County      | 2404            | 147761A                   | Middle            |
| Staffed Branch (1)                | 1              | Huntington Village Branch            | 410 New York Ave             |              | Huntington          | NY           | 11743      | 11743-3448  | Suffolk County         | 2044            | 147799A                   | Middle            |
| Staffed Branch (1)                | 1              | Central Square Branch                | 617 Massachusetts Ave        |              | Cambridge           | MA           | 02139      | 02139-3301  | Middlesex County       | 1196            | 147795A                   | Middle            |
| Staffed Branch (1)                | 1              | Richmond Hill Branch                 | 11925 Liberty Ave            |              | South Richmond Hill | NY           | 11418      | 11418-2001  | Queens                 | 2033            | 147792A                   | Middle            |
| Staffed Branch (1)                | 1              | Rockville Centre Store Branch        | 290 Merrick Rd               |              | Rockville Centre    | NY           | 11570      | 11570-5324  | Nassau County          | 2022            | 147808A                   | Middle            |
| Staffed Branch (1)                | 1              | Lawrenceville Branch                 | 480 Rockaway Tpke            |              | Lawrenceville       | GA           | 30046      | 30046-1559  | Nassau County          | 2022            | 138949A                   | Moderate          |
| Staffed Branch (1)                | 1              | Pinebrook Pines University Branch    | 7999 Pines Blvd              |              | Pinebrook Pines     | FL           | 33021      | 33021-6917  | Broward County         | 334             | 148139A                   | Moderate          |
| Staffed Branch (1)                | 1              | Melrose, MA Branch                   | 476 Main St                  |              | Melrose             | MA           | 02176      | 02176-3842  | Middlesex County       | 1196            | 148147A                   | Middle            |
| Staffed Branch (1)                | 1              | West Bird Road Branch                | 11201 SW 40th St             |              | Miami               | FL           | 33165      | 33165-4418  | Miami-Dade County      | 341             | 148146A                   | Middle            |
| Staffed Branch (1)                | 1              | Whitestone Branch                    | 14808 Cross Island Pkwy      |              | Whitestone          | NY           | 11357      | 11357       | Queens                 | 2033            | 148148A                   | Upper             |
| Staffed Branch (1)                | 1              | Ozone Park Branch                    | 9717 Rockaway Blvd           |              | Ozone Park          | NY           | 11417      | 11417-1614  | Queens                 | 2033            | 148149A                   | Moderate          |
| Staffed Branch (1)                | 1              | Shady Grove/Gaithersburg Branch      | 15830 Shady Grove Rd         |              | Gaithersburg        | MD           | 20877      | 20877-1402  | Montgomery County      | 1216            | 148380A                   | Middle            |
| Staffed Branch (1)                | 1              | Fort Lauderdale Cypress Creek Branch | 665 NW 62nd St               |              | Fort Lauderdale     | FL           | 33309      | 33309-6125  | Broward County         | 334             | 148320A                   | Middle            |
| Staffed Branch (1)                | 1              | Jamaica Queens Branch                | 15050 Hillside Ave           |              | Jamaica             | NY           | 11432      | 11432-3320  | Queens                 | 2033            | 148383A                   | Moderate          |
| Staffed Branch (1)                | 1              | Providence Store Branch              | 180 Westminster St           |              | Providence          | RI           | 02903      | 02903-1918  | Providence County      | 2404            | 148428A                   | Moderate          |
| Staffed Branch (1)                | 1              | Silver Spring City Place Branch      | 8661 Coleville Rd            |              | Silver Spring       | MD           | 20910      | 20910-3924  | Montgomery County      | 1216            | 148513A                   | Moderate          |
| Staffed Branch (1)                | 1              | Howard Beach Branch                  | 16202 Crossbay Blvd          |              | Howard Beach        | NY           | 11414      | 11414-3443  | Queens                 | 2033            | 148637A                   | Upper             |
| Staffed Branch (1)                | 1              | Royal Palm Beach Okeechobee Branch   | 10149 Okeechobee Blvd        |              | Royal Palm Beach    | FL           | 33411      | 33411-1404  | Palm Beach County      | 379             | 148668A                   | Upper             |
| Staffed Branch (1)                | 1              | Miami Gardens Northeast Branch       | 1530 NE Miami Gardens Dr     |              | North Miami Beach   | FL           | 33179      | 33179-4831  | Miami-Dade County      | 341             | 148965A                   | Middle            |
| Staffed Branch (1)                | 1              | Middletown, Ct Branch                | 911 Washington St            |              | Middletown          | CT           | 06457      | 06457-2908  | Fairfax County         | 320             | 133288A                   | Upper             |
| Staffed Branch (1)                | 1              | Portland-1 Portland Sq Branch        | 1 Portland Sq                |              | Portland            | ME           | 04101      | 04101-4057  | Middlesex County       | 1228            | 210922A                   | Moderate          |
| Staffed Branch (1)                | 1              | Flemington Branch                    | 288 Hwy 202 31               |              | Flemington          | NY           | 08822      | 08822-3703  | Hunterdon County       | 1931            | 114597A                   | Moderate          |
| Staffed Branch (1)                | 1              | Brooklyn College Store Branch        | 1623 Flatbush Ave            |              | Brooklyn            | NY           | 11210      | 11210-3259  | Kings                  | 2016            | 149015A                   | Middle            |
| Staffed Branch (1)                | 1              | Lexington-Countryside Branch         | 419 Lowell St                |              | Lexington           | MA           | 02420      | 02420       | Middlesex County       | 1196            | 149016A                   | Upper             |
| Staffed Branch (1)                | 1              | Miami Shores Branch                  | 9005 Biscayne Blvd           |              | Miami Shores        | FL           | 33138      | 33138-3221  | Miami-Dade County      | 341             | 149019A                   | Upper             |
| Staffed Branch (1)                | 1              | Boca Raton-Mission Bay Plazabran     | 20435 SR 7 441               |              | Boca Raton          | FL           | 33498      | 33498       | Palm Beach County      | 379             | 149020A                   | Upper             |
| Staffed Branch (1)                | 1              | Marlton Branch                       | 336 W Rt 70                  |              | Marlton             | NJ           | 08053      | 08053-1636  | Burlington County      | 1924            | 207959A                   | Upper             |
| Staffed Branch (1)                | 1              | Northport Branch                     | 647 Main St                  |              | Northport           | NY           | 11768      | 11768-1956  | Suffolk County         | 2044            | 124202A                   | Upper             |
| Staffed Branch (1)                | 1              | South Marine Park Branch             | 2944 Gravesend Neck Rd       |              | Brooklyn            | NY           | 11229      | 11229-5007  | Kings                  | 2016            | 149300A                   | Middle            |
| Staffed Branch (1)                | 1              | Bowie, Md Store Branch               | 4319 Collingon Rd            |              | Bowie               | MD           | 20716      | 20716-2258  | Prince George's County | 1217            | 149301A                   | Middle            |
| Staffed Branch (1)                | 1              | Miami Beach-Lincoln Rd Branch        | 350 Lincoln Rd               |              | Miami Beach         | FL           | 33139      | 33139-3103  | Miami-Dade County      | 341             | 149316A                   | Upper             |
| Staffed Branch (1)                | 1              | 20th & 8th Branch                    | 865 Avenue of the Americas   |              | New York            | NY           | 10010      | 10010-5107  | New York County        | 2023            | 149329A                   | Upper             |
| Staffed Branch (1)                | 1              | Fairfax Tumpike Branch               | 9504 Main St                 |              | Fairfax             | VA           | 22031      | 22031-4031  | Fairfax County         | 2924            | 149642A                   | Upper             |
| Staffed Branch (1)                | 1              | Rehoboth Beach, De Branch            | 34980 Midway Outlet Dr       |              | Rehoboth Beach      | DE           | 19971      | 19971-8585  | Sussex County          | 328             | 149693A                   | Middle            |
| Staffed Branch (1)                | 1              | Lighthouse Point Store Branch        | 3600 N Federal Hwy           |              | Lighthouse Point    | FL           | 33064      | 33064-6651  | Broward County         | 334             | 149685A                   | Upper             |
| Staffed Branch (1)                | 1              | Lake Worth Military Branch           | 7007 S Military Trl          |              | Lake Worth Beach    | FL           | 33463      | 33463       | Palm Beach County      | 379             | 149686A                   | Moderate          |
| Staffed Branch (1)                | 1              | Warwick, RI Branch                   | 2625 W Shore Rd              |              | Warwick             | RI           | 02889      | 02889-8107  | Kent County            | 2402            | 149699A                   | Middle            |
| Staffed Branch (1)                | 1              | Olney Branch                         | 18108 Town Center Dr         |              | Olney               | MD           | 20832      | 20832-1480  | Montgomery County      | 1216            | 149739A                   | Middle            |
| Staffed Branch (1)                | 1              | Greenpoint Store                     | 765 Manhattan Ave            |              | Brooklyn            | NY           | 11222      | 11222-2909  | Kings                  | 2016            | 149740A                   | Upper             |
| Staffed Branch (1)                | 1              | 72nd & 3rd Branch                    | 1230 3rd Ave                 |              | New York            | NY           | 10021      | 10021-4321  | New York County        | 2023            | 149741A                   | Upper             |
| Staffed Branch (1)                | 1              | Roxborough Branch                    | 5501 Ridge Ave               |              | Philadelphia        | PA           | 19128      | 19128-2725  | Philadelphia County    | 2306            | 149742A                   | Upper             |
| Staffed Branch (1)                | 1              | Southside Bethlehem Branch           | 520 Wyandotte St             |              | Bethlehem           | PA           | 18015      | 18015-1526  | Northampton County     | 2303            | 149750A                   | Moderate          |
| Staffed Branch (1)                | 1              | Weymouth Store                       | 754 Main St                  |              | Weymouth            | MA           | 02190      | 02190-1651  | Norfolk County         | 1198            | 149833A                   | Middle            |
| Staffed Branch (1)                | 1              | West Roxbury Mile Store Branch       | 833 Centre St                |              | West Roxbury        | MA           | 02132      | 02132-9466  | Suffolk County         | 1200            | 149896A                   | Middle            |
| Staffed Branch (1)                | 1              | North Massapequa Store Branch        | 11354 Hicksville Rd          |              | Massapequa          | NY           | 11756      | 11756-1219  | Nassau County          | 2022            | 150051A                   | Upper             |
| Staffed Branch (1)                | 1              | 57th & 3rd Branch                    | 953 3rd Ave                  |              | New York            | NY           | 10022      | 10022-2008  | New York County        | 2023            | 150046A                   | Upper             |
| Staffed Branch (1)                | 1              | Miami Westchester Branch             | 8690 SW 24th St              |              | Miami               | FL           | 33155      | 33155-2338  | Miami-Dade County      | 341             | 150047A                   | Middle            |
| Staffed Branch (1)                | 1              | Allston Store Branch                 | 1230 Commonwealth Ave        |              | Allston             | MA           | 02134      | 02134-4229  | Suffolk County         | 1200            | 150085A                   | Moderate          |
| Staffed Branch (1)                | 1              | Kew Gardens Hills Store Branch       | 7602 Main St                 |              | Kew Gardens Hills   | NY           | 11367      | 11367-3132  | Queens                 | 2033            | 150086A                   | Upper             |
| Staffed Branch (1)                | 1              | 158th & Broadway Store Branch        | 3798 Broadway                |              | New York            | NY           | 10032      | 10032-1514  | New York County        | 2023            | 15087A                    | Moderate          |
| Staffed Branch (1)                | 1              | Cranston Store Branch                | 176 Phenix Ave # 186         |              | Cranston            | RI           | 02920      | 02920-2920  | Providence County      | 2404            | 150624A                   | Middle            |
| Staffed Branch (1)                | 1              | Bird Road/Palmetto Store Branch      | 7400 SW 40th St              |              | Miami               | FL           | 33155      | 33155-6696  | Miami-Dade County      | 341             | 151013A                   | Upper             |
| Staffed Branch (1)                | 1              | Manchester-Deming & Hale Branch      | 180 Deming St                |              | Manchester          | CT           | 06042      | 06042-1728  | Hartford County        | 318             | 151614A                   | Middle            |
| Staffed Branch (1)                | 1              | Georgetown Brooklyn Store Branch     | 2063 Ralph Ave               |              | Brooklyn            | NY           | 11234      | 11234-6300  | Kings                  | 2016            | 151615A                   | Middle            |
| Staffed Branch (1)                | 1              | Mount Sinai Branch                   | 620 Rt 25A                   |              | Mount Sinai         | NY           | 11766      | 11766-2067  | Suffolk County         | 2044            | 151683A                   | Middle            |
| Staffed Branch (1)                | 1              | Annandale Branch                     | 728 Little River Tpke        |              | Annandale           | VA           | 22003      | 22003-3309  | Fairfax County         | 2924            | 147246A                   | Middle            |
| Staffed Branch (1)                | 1              | Rhode Island Plaza Branch            | 995 Rhode Island Ave NE      |              | Washington          | DC           | 20018      | 20018-733   | District Of Columbia   | 325             | 148150A                   | Moderate          |
| Staffed Branch (1)                | 1              | East Norwich Store Branch            | 8340 Northern Blvd           |              | East Norwich        | NY           | 11732      | 11732-1819  | Nassau County          | 2022            | 151790A                   | Upper             |
| Staffed Branch (1)                | 1              | 19th & 1st Store                     | 325 First Ave                |              | New York            | NY           | 10003      | 10003-2911  | New York County        | 2023            | 151800A                   | Upper             |
| Staffed Branch (1)                | 1              | Gravesend Store                      | 465 Kings Hwy                |              | Brooklyn            | NY           | 11223      | 11223-1803  | Kings                  | 2016            | 151859A                   | Moderate          |
| Staffed Branch (1)                | 1              | 88th & Broadway Store Branch         | 2400 Broadway                |              | New York            | NY           | 10024      | 10024-1710  | New York County        | 2023            | 151925A                   | Upper             |
| Staffed Branch (1)                | 1              | Old Town Road Branch                 | 4865 Main St                 |              | Bridgeport          | CT           | 06606      | 06606-1328  | Fairfield County       | 317             | 133270A                   | Moderate          |
| Staffed Branch (1)                | 1              | Hallandale Beach Store               | 1626 E Hallandale Beach Blvd |              | Hallandale Beach    | FL           | 33009      | 33009-4810  | Broward County         | 334             | 151937A                   | Middle            |
| Staffed Branch (1)                | 1              | Bishops Corner Store                 | 319 N Main St                |              | West Hartford       | CT           | 06117      | 06117-2506  | Hartford County        | 318             | 15259A                    | Upper             |
| Staffed Branch (1)                | 1              | Miami Beach Arthur Godfrey Store     | 930 W 41st St                |              | Miami Beach         | FL           | 33140      | 33140-3307  | Miami-Dade County      | 341             | 152614A                   | Upper             |
| Staffed Branch (1)                | 1              | Rye Brook Branch                     | 101 S Ridge St               |              |                     |              |            |             |                        |                 |                           |                   |

TD BANK, N.A. BRANCHES  
(As of March 5, 2022)

| BranchType (select one from list) | BranchTypeCode | PopularBranchName                      | AddressLine1                | AddressLine2 | AddressCity            | AddressState | AddressZIP | AddressZIP4 | BranchCounty(select)   | AddressCountyID | BranchCertificationNumber | IncomeDesignation |
|-----------------------------------|----------------|--|-----------------------------|--------------|------------------------|--------------|------------|-------------|------------------------|-----------------|---------------------------|-------------------|
| Staffed Branch (1)                | 1              | Plantation Brookhaven Store Branch     | 1800 N Pine Island Rd       |              | Plantation             | FL           | 33322      | 33322-5202  | Broward County         | 334             | 152641A                   | Middle            |
| Staffed Branch (1)                | 1              | Long Island City Store                 | 2131 46th Ave               |              | Long Island City       | NY           | 11101      | 11101-4701  | Queens                 | 2033            | 152700A                   | Upper             |
| Staffed Branch (1)                | 1              | Sunnyside Store                        | 4101 Queens Blvd            |              | Sunnyside              | NY           | 11104      | 11104-2801  | Queens                 | 2033            | 152737A                   | Middle            |
| Staffed Branch (1)                | 1              | Maspeth, Ny Branch                     | 7365 Grand Ave              |              | Maspeth                | NY           | 11378      | 11378-1523  | Queens                 | 2033            | 152797A                   | Middle            |
| Staffed Branch (1)                | 1              | Brickell Store Branch                  | 1103 Brickell Ave           |              | Miami                  | FL           | 33131      | 33131-3101  | Miami-Dade County      | 341             | 152815A                   | Upper             |
| Staffed Branch (1)                | 1              | Freehold Store Branch                  | 3300 Rt 9                   |              | Freehold               | NJ           | 07728      | 07728-6246  | Monmouth County        | 1934            | 153262A                   | Upper             |
| Staffed Branch (1)                | 1              | Rockville Pike Store Branch            | 12003 Rockville Pike        |              | Rockville              | MD           | 20852      | 20852-1803  | Montgomery County      | 1216            | 153283B                   | Middle            |
| Staffed Branch (1)                | 1              | Plantation 411 Branch                  | 1 N State Rd 7              |              | Plantation             | FL           | 33317      | 33317-3103  | Broward County         | 334             | 153244A                   | Moderate          |
| Staffed Branch (1)                | 1              | Quincy Store Branch                    | 516 Adams St                |              | Quincy                 | MA           | 02169      | 02169-1321  | Norfolk County         | 1198            | 153265A                   | Middle            |
| Staffed Branch (1)                | 1              | Florham Park Branch                    | 177 Columbia Tpke           |              | Florham Park           | NJ           | 07932      | 07932-1350  | Morris County          | 1935            | 153336A                   | Upper             |
| Staffed Branch (1)                | 1              | Pembroke Pines West Branch             | 14836 Pines Blvd            |              | Pembroke Pines         | FL           | 33027      | 33027-1222  | Broward County         | 334             | 153407A                   | Upper             |
| Staffed Branch (1)                | 1              | Deerfield Store Branch                 | 1011 S Federal Hwy          |              | Deerfield Beach        | FL           | 33441      | 33441-7032  | Broward County         | 334             | 154838A                   | Middle            |
| Staffed Branch (1)                | 1              | Pawtucket Branch                       | 430 Central Ave             |              | Pawtucket              | RI           | 02861      | 02861-1953  | Providence County      | 2404            | 153421A                   | Moderate          |
| Staffed Branch (1)                | 1              | North Miami Beach Store Branch         | 1190 NE 163rd St            |              | North Miami Beach      | FL           | 33162      | 33162-4516  | Miami-Dade County      | 341             | 153417A                   | Middle            |
| Staffed Branch (1)                | 1              | Faneuil Hall Store Branch              | 1 Union St                  |              | Boston                 | MA           | 02108      | 02108-2408  | Suffolk County         | 1200            | 153433A                   | Upper             |
| Staffed Branch (1)                | 1              | Kendall West/Hammocks Branch           | 14995 SW 88th St            |              | Miami                  | FL           | 33196      | 33196-1417  | Miami-Dade County      | 341             | 153434A                   | Middle            |
| Staffed Branch (1)                | 1              | Beltsville Branch                      | 10916 Baltimore Ave         |              | Beltsville             | MD           | 20705      | 20705-2160  | Prince George's County | 1217            | 153454A                   | Moderate          |
| Staffed Branch (1)                | 1              | Point Pleasant Beach Branch            | 232 Richmond Ave            |              | Point Pleasant Beach   | NJ           | 08742      | 08742-2545  | Ocean County           | 1936            | 153585A                   | Middle            |
| Staffed Branch (1)                | 1              | Downtown Brooklyn Branch               | 24 Flatbush Ave             |              | Brooklyn               | NY           | 11217      | 11217       | Kings                  | 2016            | 153653A                   | Upper             |
| Staffed Branch (1)                | 1              | 96th & 3rd Store Branch                | 1709 3rd Ave                |              | New York               | NY           | 10128      | 10128-2503  | New York County        | 2023            | 153645A                   | Upper             |
| Staffed Branch (1)                | 1              | 56th & 1st Ave Store Branch            | 1031 1st Ave                |              | New York               | NY           | 10022      | 10022-2901  | New York County        | 2023            | 153754A                   | Upper             |
| Staffed Branch (1)                | 1              | 32nd and 2nd Avenue Store Branch       | 576 2nd Ave                 |              | New York               | NY           | 10016      | 10016-6307  | New York County        | 2023            | 153755A                   | Upper             |
| Staffed Branch (1)                | 1              | Old City Branch                        | 399 Market St               |              | Philadelphia           | PA           | 19106      | 19106-2117  | Philadelphia County    | 2306            | 153823A                   | Upper             |
| Staffed Branch (1)                | 1              | Burlington Center Branch               | 186 Cambridge St            |              | Burlington             | MA           | 01803      | 01803-2919  | Middlesex County       | 1196            | 153890A                   | Upper             |
| Staffed Branch (1)                | 1              | Marine Park Flatbush Branch            | 2195 Flatbush Ave           |              | Brooklyn               | NY           | 11234      | 11234-4327  | Kings                  | 2016            | 153927A                   | Upper             |
| Staffed Branch (1)                | 1              | East Islip Store Branch                | 6 E Main St                 |              | East Islip             | NY           | 11730      | 11730       | Suffolk County         | 2044            | 153928A                   | Middle            |
| Staffed Branch (1)                | 1              | Clinton Hill Branch                    | 490 Myrtle Ave              |              | Brooklyn               | NY           | 11205      | 11205-3067  | Kings                  | 2016            | 153946A                   | Middle            |
| Staffed Branch (1)                | 1              | The Hub Branch                         | 371 E 149th St              |              | Bronx                  | NY           | 10455      | 10455-3902  | Bronx                  | 1995            | 153978A                   | Low               |
| Staffed Branch (1)                | 1              | 250 Cambridge Street Boston Store      | 250 Cambridge St            |              | Boston                 | MA           | 02114      | 02114-3136  | Suffolk County         | 1200            | 154101A                   | Upper             |
| Staffed Branch (1)                | 1              | Bedford Stuyvesant Branch              | 957 Marcy Ave               |              | Brooklyn               | NY           | 11216      | 11216-2307  | Kings                  | 2016            | 154115A                   | Middle            |
| Staffed Branch (1)                | 1              | Aramingo Branch                        | 2287 E Butler St            |              | Philadelphia           | PA           | 19137      | 19137-1009  | Philadelphia County    | 2306            | 154149A                   | Moderate          |
| Staffed Branch (1)                | 1              | Wilmington-North Colony Road Branch    | 928 N Colony Rd             |              | Wilmington             | CT           | 06092      | 06092-2411  | New Haven County       | 321             | 153299A                   | Middle            |
| Staffed Branch (1)                | 1              | Mount Vernon Store Branch              | 223 E Sandford Blvd         |              | Mount Vernon           | NY           | 10550      | 10550-4823  | Westchester County     | 2052            | 153417A                   | Moderate          |
| Staffed Branch (1)                | 1              | 45th & Lexington Branch                | 451 Lexington Ave           |              | New York               | NY           | 10017      | 10017-3948  | New York County        | 2023            | 154230A                   | Upper             |
| Staffed Branch (1)                | 1              | 23rd & Lexington Store Branch          | 131 E 23rd St               |              | New York               | NY           | 10010      | 10010-4510  | New York County        | 2023            | 154295A                   | Upper             |
| Staffed Branch (1)                | 1              | Deer Park Store Branch                 | 2178 Deer Park Ave          |              | Deer Park              | NY           | 11729      | 11729-1307  | Suffolk County         | 2044            | 154297A                   | Moderate          |
| Staffed Branch (1)                | 1              | 37th & Broadway Branch                 | 1375 Broadway               |              | New York               | NY           | 10018      | 10018-7001  | New York County        | 2023            | 154408A                   | Upper             |
| Staffed Branch (1)                | 1              | 20th & K Street Branch                 | 2000 K St NW                |              | Washington             | DC           | 20006      | 20006-1809  | District Of Columbia   | 325             | 154409A                   | Moderate          |
| Staffed Branch (1)                | 1              | Port Jefferson Station Store Branch    | 86 Nesconset Hwy            |              | Port Jefferson Station | NY           | 11776      | 11776-2627  | Suffolk County         | 2044            | 147801A                   | Middle            |
| Staffed Branch (1)                | 1              | Little Neck Branch                     | 24405 Northern Blvd         |              | Little Neck            | NY           | 11362      | 11362-1163  | Queens                 | 2033            | 154650A                   | Upper             |
| Staffed Branch (1)                | 1              | Crown Heights Branch                   | 1715 Bedford Ave            |              | Brooklyn               | NY           | 11225      | 11225-2601  | Kings                  | 2016            | 154683A                   | Middle            |
| Staffed Branch (1)                | 1              | Chambers And Greenwhich Branch         | 166 Chambers St             |              | New York               | NY           | 10007      | 10007-1007  | New York County        | 2023            | 154687A                   | Upper             |
| Staffed Branch (1)                | 1              | North Wantagh Branch                   | 1250 Wantagh Ave            |              | Wantagh                | NY           | 11793      | 11793-2202  | Nassau County          | 2022            | 154780A                   | Upper             |
| Staffed Branch (1)                | 1              | 54th & 8th Branch                      | 810 8th Ave                 |              | New York               | NY           | 10019      | 10019-5152  | New York County        | 2023            | 154781A                   | Upper             |
| Staffed Branch (1)                | 1              | 1st & 2nd Branch                       | 21 E 1st St                 |              | New York               | NY           | 10003      | 10003-9489  | New York County        | 2023            | 154895A                   | Upper             |
| Staffed Branch (1)                | 1              | Belmont                                | 307 Trapelo Rd              |              | Belmont                | MA           | 02478      | 02478-1855  | Middlesex County       | 1196            | 154865A                   | Middle            |
| Staffed Branch (1)                | 1              | Yonkers Central Park Store Branch      | 1820 Central Park Ave       |              | Yonkers                | NY           | 10710      | 10710-2818  | Westchester County     | 2052            | 154899A                   | Upper             |
| Staffed Branch (1)                | 1              | John & Broadway Branch                 | 1182 Broadway               |              | New York               | NY           | 10038      | 10038-2526  | New York County        | 2023            | 153434A                   | Upper             |
| Staffed Branch (1)                | 1              | 39th & 3rd Branch                      | 593 3rd Ave                 |              | New York               | NY           | 10016      | 10016-2711  | New York County        | 2023            | 155290A                   | Upper             |
| Staffed Branch (1)                | 1              | 117th & 3rd Branch                     | 2144 3rd Ave                |              | New York               | NY           | 10035      | 10035-4708  | New York County        | 2023            | 155374A                   | Low               |
| Staffed Branch (1)                | 1              | Plainview East Branch                  | 1100 Old Country Rd         |              | Plainview              | NY           | 11803      | 11803-5070  | Nassau County          | 2022            | 172054A                   | Middle            |
| Staffed Branch (1)                | 1              | Philadelphia Levick Street Branch      | 6304 Roosevelt Blvd         |              | Philadelphia           | PA           | 19149      | 19149-2931  | Philadelphia County    | 2306            | 172058A                   | Moderate          |
| Staffed Branch (1)                | 1              | Fulton And Pearl Branch                | 40 Fulton St                |              | New York               | NY           | 10038      | 10038-1850  | New York County        | 2023            | 158555A                   | Upper             |
| Staffed Branch (1)                | 1              | Baltimore - Canton Crossing Branch     | 3603 Boston St              |              | Baltimore              | MD           | 21224      | 21224-5751  | Baltimore County       | 1204            | 158544A                   | Low               |
| Staffed Branch (1)                | 1              | Woodmont Branch                        | 7628 Old Georgetown Rd      |              | Bethesda               | MD           | 20814      | 20814-6124  | Montgomery County      | 1216            | 155993A                   | Upper             |
| Staffed Branch (1)                | 1              | 23rd & Broadway Branch                 | 950 Broadway                |              | New York               | NY           | 10010      | 10010-6010  | New York County        | 2023            | 156034A                   | Upper             |
| Staffed Branch (1)                | 1              | 95th & Madison Branch                  | 1133 Madison Ave            |              | New York               | NY           | 10028      | 10028-0413  | New York County        | 2023            | 156049A                   | Upper             |
| Staffed Branch (1)                | 1              | 23rd Street & 7th Ave Branch           | 202 W 23rd St               |              | New York               | NY           | 10011      | 10011-2301  | New York County        | 2023            | 156047A                   | Upper             |
| Staffed Branch (1)                | 1              | 207th & Broadway Branch                | 4941 Broadway               |              | New York               | NY           | 10034      | 10034-2303  | New York County        | 2023            | 155349A                   | Moderate          |
| Staffed Branch (1)                | 1              | Miami Kendall Drive Branch             | 11480 N Kendall Dr          |              | Miami                  | FL           | 33176      | 33176-1006  | Miami-Dade County      | 341             | 149302A                   | Upper             |
| Staffed Branch (1)                | 1              | 32nd & 6th Branch                      | 885 6th Ave                 |              | New York               | NY           | 10001      | 10001-3523  | New York County        | 2023            | 154782A                   | Upper             |
| Staffed Branch (1)                | 1              | 56th & Madison                         | 555 Madison Ave             |              | New York               | NY           | 10022      | 10022-3301  | New York County        | 2023            | 167291A                   | Upper             |
| Staffed Branch (1)                | 1              | Wisconsin Avenue Branch                | 8101 Wisconsin Ave          |              | Bethesda               | MD           | 20814      | 20814-3623  | Montgomery County      | 1216            | 167309A                   | Middle            |
| Staffed Branch (1)                | 1              | Naples, FL Branch                      | 375 5th Ave S               |              | Naples                 | FL           | 34102      | 34102-6549  | Collier County         | 339             | 167543A                   | Upper             |
| Staffed Branch (1)                | 1              | Winter Park Village Branch             | 810 N Orlando Ave           |              | Winter Park            | FL           | 32789      | 32789-2922  | Orange County          | 377             | 148740A                   | Moderate          |
| Staffed Branch (1)                | 1              | Rockefeller Center Branch              | 1290 Avenue of the Americas |              | New York               | NY           | 10104      | 10104-0101  | New York County        | 2023            | 133326A                   | Upper             |
| Staffed Branch (1)                | 1              | Canarsie Branch                        | 9013 Flatlands Ave          |              | Brooklyn               | NY           | 11236      | 11236-3615  | Kings                  | 2016            | 151926A                   | Middle            |
| Staffed Branch (1)                | 1              | Bohemia Brookhaven Store Branch        | 3560 Veterans Memorial Hwy  |              | Bohemia                | NY           | 11716      | 11716-1007  | Suffolk County         | 2044            | 152587A                   | Middle            |
| Staffed Branch (1)                | 1              | Great Falls Branch                     | 3901 Georgetown Pike        |              | Great Falls            | VA           | 22086      | 22086-2826  | Fairfax County         | 2924            | 202729A                   | Upper             |
| Staffed Branch (1)                | 1              | Boorum Hill Branch                     | 252 Atlantic Ave            |              | Brooklyn               | NY           | 11201      | 11201-5716  | Kings                  | 2016            | 148579A                   | Upper             |
| Staffed Branch (1)                | 1              | West Springfield Old Keene Mill Branch | 8310 Old Keene Mill Rd      |              | Springfield            | VA           | 22152      | 22152-1640  | Fairfax County         | 2924            | 151721A                   | Upper             |
| Staffed Branch (1)                | 1              | 33rd & 8th Branch                      | 461 8th Ave                 |              | New York               | NY           | 10001      | 10001-1810  | New York County        | 2023            | 168735A                   | Upper             |
| Staffed Branch (1)                | 1              | Grand & Allen Branch                   | 314 Grand St                |              | New York               | NY           | 10002      | 10002-4502  | New York County        | 2023            | 153388A                   | Moderate          |
| Staffed Branch (1)                | 1              | Nanuet Branch                          | 104 Market St E             |              | Nanuet                 | NY           | 10954      | 10954       | Rockland County        | 2036            | 133338A                   | Upper             |
| Staffed Branch (1)                | 1              | Rock Hill Main Branch                  | 331 E Main St               |              | Rock Hill              | SC           | 29730      | 29730-5371  | York County            | 2451            | 158544A                   | Low               |
| Staffed Branch (1)                | 1              | Charlton And Varick Branch             | 175 Varick St               |              | New York               | NY           | 10014      | 10014-4604  | New York County        | 2023            | 155767A                   | Upper             |
| Staffed Branch (1)                | 1              | Hewlett Branch                         | 1 Veterans Memorial Plaza   |              | Hewlett                | NY           | 11557      | 11557       | Nassau County          | 2022            | 172055A                   | Middle            |
| Staffed Branch (1)                | 1              | Calle Ocho Branch                      | 1208 SW 8th St              |              | Miami                  | FL           | 33135      | 33135-4004  | Miami-Dade County      | 341             | 172373A                   | Moderate          |
| Staffed Branch (1)                | 1              | Hollywood441                           | 401 S State Rd 7            |              | Hollywood              | FL           | 33023      | 33023-6719  | Broward County         | 334             | 172374A                   | Middle            |
| Staffed Branch (1)                | 1              | Prospect Heights Branch                | 482 Bergen St # 484         |              | Brooklyn               | NY           | 11217      | 11217-2402  | Kings                  | 2016            | 172439A                   | Upper             |
| Staffed Branch (1)                | 1              | Falham Bay Branch                      | 1765 Crosby Ave             |              | Bronx                  | NY           | 10461      | 10461-4901  | Bronx                  | 1995            | 172440A                   | Moderate          |
| Staffed Branch (1)                | 1              | 134th and Lenox                        | 1100 W 126th St             |              | New York               | NY           | 10027      | 10027-4403  | New York County        | 2023            | 172451A                   | Middle            |
| Staffed Branch (1)                | 1              | Jericho Branch                         | 391 Jericho Tpke            |              | Jericho                | NY           | 11753      | 11753-1304  | Suffolk County         | 2022            | 172451A                   | Upper             |
| Staffed Branch (1)                | 1              | Melville Branch                        | 1144 Walt Whitman Rd        |              | Melville               | NY           | 11747      | 11747-3006  | Suffolk County         | 2044            | 172452A                   | Upper             |
| Staffed Branch (1)                | 1              | Grand Concourse Branch                 | 148 E Fordham Rd            |              | Bronx                  | NY           | 10468      | 10468-5408  | Bronx                  | 1995            | 172457A                   | Low               |
| Staffed Branch (1)                | 1              | Newark-Market Street Branch            | 418-428 Market St           |              | Newark                 | NJ           | 07105      | 07105-2236  | Essex County           | 1928            | 172613A                   | Low               |
| Staffed Branch (1)                | 1              | Rutland Drive Up                       | 33 Evelyn St                |              | Rutland                | VT           | 06701      | 06701       | Rutland County         | 3045            | 117448A                   | Moderate          |
| Staffed Branch (1)                | 1              | Flushing Murray Hill Branch            | 15038 Northern Blvd         |              | Flushing               | NY           | 11354      | 11354-4950  | Queens                 | 2033            | 172686A                   | Middle            |
| Staffed Branch (1)                | 1              | Greenlawn Branch                       | 460 Pulaski Rd              |              | Greenlawn              | NY           | 11740      | 11740-1819  | Suffolk County         | 2044            | 172721A                   | Upper             |
| Staffed Branch (1)                | 1              | Auburn-Southbridge Street              | 460 Southbridge St          |              | Auburn                 | MA           | 01501      | 01501-2442  | Worcester County       | 1201            | 095972A                   | Middle            |
| Staffed Branch (1)                | 1              | Allendale-4th Street                   | 3900 4th St N               |              | Saint Petersburg       | FL           | 33703      |             |                        |                 |                           |                   |



TD BANK, N.A. BRANCHES  
(As of March 5, 2022)

| BranchType (select one from list) | BranchTypeCode | PopularBranchName                  | AddressLine1                   | AddressLine2 | AddressCity      | AddressState | AddressZIP | AddressZIP4 | BranchCounty(select) | AddressCountyID | BranchCertificationNumber | IncomeDesignation |
|-----------------------------------|----------------|------------------------------------|--------------------------------|--------------|------------------|--------------|------------|-------------|----------------------|-----------------|---------------------------|-------------------|
| Staffed Branch (1)                | 1              | West Concord                       | 1112 Main St                   |              | Concord          | MA           | 01742      | 01742-3200  | Middlesex County     | 1196            | 153311A                   | Upper             |
| Staffed Branch (1)                | 1              | Naples Park Branch                 | 877 91st Ave N                 |              | Naples           | FL           | 134108     | 134108-2401 | Collier County       | 339             | 207138A                   | Middle            |
| Staffed Branch (1)                | 1              | Bernardsville Branch               | 70 Morristown Rd               |              | Bernardsville    | NJ           | 07924      | 07924-2369  | Somerset County      | 1939            | 133350A                   | Upper             |
| Staffed Branch (1)                | 1              | Flager/Fontainebleau Branch        | 9201 W Flagler St              |              | Miami            | FL           | 33174      | 33174-2406  | Miami-Dade County    | 341             | 207426A                   | Middle            |
| Staffed Branch (1)                | 1              | Palm Springs                       | 2735 10th Ave N                |              | Palm Springs     | FL           | 33461      | 33461-3184  | Palm Beach County    | 379             | 207435A                   | Low               |
| Staffed Branch (1)                | 1              | West Miami Gardens                 | 8711 NW 186th St               |              | Hialeah          | FL           | 33018      | 33018       | Miami-Dade County    | 341             | 207413A                   | Upper             |
| Staffed Branch (1)                | 1              | Princeton Nassau Branch            | 256 Nassau St                  |              | Princeton        | NJ           | 08540      | 08540-4619  | Mercer County        | 1932            | 207482A                   | Upper             |
| Staffed Branch (1)                | 1              | Lake Worth-Dixie Branch            | 130 N Dixie Hwy                |              | Lake Worth Beach | FL           | 33460      | 33460-6810  | Palm Beach County    | 379             | 207496A                   | Upper             |
| Staffed Branch (1)                | 1              | McLean Branch                      | 6280 Old Dominion Dr           |              | McLean           | VA           | 22101      | 22101-4217  | Fairfax County       | 2924            | 207502A                   | Upper             |
| Staffed Branch (1)                | 1              | Little River Turnpike Branch       | 6566 Little River Tpke         |              | Alexandria       | VA           | 22312      | 22312-1443  | Fairfax County       | 2924            | 207506A                   | Middle            |
| Staffed Branch (1)                | 1              | Fresh Meadows Branch               | 17530 Horace Harding Expy      |              | Fresh Meadows    | NY           | 11365      | 11365       | Queens               | 2033            | 207457A                   | Upper             |
| Staffed Branch (1)                | 1              | Sawgrass                           | 12391 W Sunrise Blvd           |              | Plantation       | FL           | 33323      | 33323-2230  | Broward County       | 334             | 154727A                   | Upper             |
| Staffed Branch (1)                | 1              | Southern Artery                    | 476 Southern Artery            |              | Quincy           | MA           | 02169      | 02169-4614  | Norfolk County       | 1198            | 207541A                   | Middle            |
| Drive-in (2)                      | 2              | North Quincy                       | 323 Hancock St                 |              | Quincy           | MA           | 02271      | 02271-2405  | Norfolk County       | 1198            | 207540A                   | Middle            |
| Staffed Branch (1)                | 1              | Bird Pointe Branch                 | 14717 SW 42nd St               |              | Miami            | FL           | 33185      | 33185-3881  | Miami-Dade County    | 341             | 207631A                   | Upper             |
| Staffed Branch (1)                | 1              | South Dixie & Ludlum Branch        | 6601 S Dixie Hwy               |              | Miami            | FL           | 33143      | 33143-7919  | Miami-Dade County    | 341             | 207498A                   | Upper             |
| Staffed Branch (1)                | 1              | Rosindale Branch                   | 930 American Legion Hwy        |              | Rosindale        | MA           | 02131      | 02131       | Suffolk County       | 1200            | 207759A                   | Middle            |
| Staffed Branch (1)                | 1              | Whiting Street Branch              | 112 Whiting St                 |              | Hingham          | MA           | 02043      | 02043-3821  | Plymouth County      | 1199            | 207758A                   | Upper             |
| Staffed Branch (1)                | 1              | South Boston                       | 306 W Broadway                 |              | Boston           | MA           | 02127      | 02127-1931  | Suffolk County       | 1200            | 189903A                   | Upper             |
| Staffed Branch (1)                | 1              | Burlington District Branch         | 2200 District Ave              |              | Burlington       | MA           | 01803      | 01803-5074  | Middlesex County     | 1196            | 123459A                   | Middle            |
| Staffed Branch (1)                | 1              | Boylston St & Kilmarnock St Branch | 1333 Boylston St               |              | Boston           | MA           | 02215      | 02215-3909  | Suffolk County       | 1200            | 208317A                   | Middle            |
| Staffed Branch (1)                | 1              | Norwood Branch                     | 143 Nahatan St                 |              | Norwood          | MA           | 02062      | 02062-4253  | Norfolk County       | 1198            | 208318A                   | Middle            |
| Staffed Branch (1)                | 1              | Elwood Branch                      | 1941 Jericho Tpke              |              | Elwood           | NY           | 11731      | 11731-6208  | Suffolk County       | 2044            | 208322A                   | Middle            |
| Staffed Branch (1)                | 1              | Middletown Branch                  | 553 W Main Rd                  |              | Middletown       | RI           | 02842      | 02842-6310  | Newport County       | 2403            | 208335A                   | Upper             |
| Staffed Branch (1)                | 1              | North Providence Branch            | 1923 Mineral Spring Ave        |              | North Providence | RI           | 02904      | 02904-3722  | Providence County    | 2404            | 208366A                   | Middle            |
| Staffed Branch (1)                | 1              | Franklin Avenue Branch             | 720 Franklin Ave               |              | Franklin Square  | NY           | 11010      | 11010-1111  | Nassau County        | 2022            | 208341A                   | Moderate          |
| Staffed Branch (1)                | 1              | Oakland Park Branch                | 3735 N Federal Hwy             |              | Oakland Park     | FL           | 33308      | 33308       | Broward County       | 334             | 208354A                   | Low               |
| Staffed Branch (1)                | 1              | Palmetto Bay Branch                | 14395 S Dixie Hwy              |              | Palmetto Bay     | FL           | 33176      | 33176-7225  | Miami-Dade County    | 341             | 208356A                   | Upper             |
| Staffed Branch (1)                | 1              | Boca Raton Clint Moore Branch      | 1801 Clint Moore Rd            |              | Boca Raton       | FL           | 33487      | 33487-2752  | Palm Beach County    | 379             | 2018455A                  | Upper             |
| Staffed Branch (1)                | 1              | Cheltenham Branch                  | 2431 W Cheltenham Ave          |              | Wyncote          | PA           | 19095      | 19095-2945  | Montgomery County    | 2301            | 134829A                   | Middle            |
| Staffed Branch (1)                | 1              | Pompano Beach Branch               | 1175 S Federal Hwy             |              | Pompano Beach    | FL           | 33062      | 33062-7066  | Broward County       | 334             | 208476A                   | Upper             |
| Staffed Branch (1)                | 1              | Cleawater Branch                   | 2689 Gulf To Bay Blvd          |              | Cleawater        | FL           | 33759      | 33759-4950  | Pinellas County      | 381             | 208745A                   | Middle            |
| Staffed Branch (1)                | 1              | Stuart-South Federal               | 989 SE Federal Hwy             |              | Stuart           | FL           | 34994      | 34994-3734  | Martin County        | 371             | 087623A                   | Moderate          |
| Staffed Branch (1)                | 1              | Five Points Branch                 | 2006 Devine St                 |              | Columbia         | SC           | 29205      | 29205-2213  | Richland County      | 2445            | 208873A                   | Middle            |
| Staffed Branch (1)                | 1              | Sarasota Main Branch               | 3450 Clark Rd                  |              | Sarasota         | FL           | 34231      | 34231-8406  | Sarasota County      | 387             | 208981A                   | Moderate          |
| Staffed Branch (1)                | 1              | Tarpon Springs Branch              | 40916 US Hwy 19 N              |              | Tarpon Springs   | FL           | 34689      | 34689-5446  | Pinellas County      | 381             | 209028A                   | Moderate          |
| Staffed Branch (1)                | 1              | Palm Beach Lakes Branch            | 1841 Palm Beach Lakes Blvd     |              | West Palm Beach  | FL           | 33401      | 33401-2001  | Palm Beach County    | 379             | 209147A                   | Moderate          |
| Staffed Branch (1)                | 1              | Tyrene Square Branch               | 2208 66th St N                 |              | Saint Petersburg | FL           | 33710      | 33710-3909  | Pinellas County      | 381             | 209531A                   | Middle            |
| Staffed Branch (1)                | 1              | Co Op City Branch                  | 300 Baychester Ave             |              | Bronx            | NY           | 10475      | 10475-4566  | Bronx                | 1995            | 209530A                   | Middle            |
| Staffed Branch (1)                | 1              | South Beach - Alton Road Branch    | 11570 Alton Rd                 |              | Miami Beach      | FL           | 33139      | 33139-3401  | Miami-Dade County    | 341             | 210108A                   | Upper             |
| Staffed Branch (1)                | 1              | Bushwick Branch                    | 20 Graham Ave                  |              | Brooklyn         | NY           | 11206      | 11206-4200  | Kings                | 2016            | 213392A                   | Moderate          |
| Staffed Branch (1)                | 1              | Ormond Beach Branch                | 1280 W Granada Blvd            |              | Ormond Beach     | FL           | 32174      | 32174-5950  | Volusia County       | 393             | 208637A                   | Middle            |
| Staffed Branch (1)                | 1              | Chantilly Branch                   | 13900 Lee Jackson Memorial Hwy |              | Chantilly        | VA           | 20151      | 20151-3202  | Fairfax County       | 2924            | 210797A                   | Upper             |
| Staffed Branch (1)                | 1              | Estero Branch                      | 8660 Corkscrew Rd              |              | Estero           | FL           | 33928      | 33928-3209  | Lee County           | 364             | 210899A                   | Upper             |
| Staffed Branch (1)                | 1              | Lake Nona Branch                   | 13044 Narcoossee Rd            |              | Orlando          | FL           | 32832      | 32832-6925  | Orange County        | 377             | 212366A                   | Upper             |
| Staffed Branch (1)                | 1              | TD Bank Sun City Ruskin            | 3726 Sun City Center Blvd      |              | Sun City Center  | FL           | 33573      | 33573-7082  | Hillsborough County  | 357             | 212393A                   | Upper             |
| Staffed Branch (1)                | 1              | Naples Main Branch                 | 3906 Tamiami Trail N           |              | Naples           | FL           | 34103      | 34103-3506  | Collier County       | 339             | 212397A                   | Middle            |
| Staffed Branch (1)                | 1              | Middletown Branch                  | 804 Kohl Ave                   |              | Middletown       | DE           | 19709      | 19709-4703  | New Castle County    | 327             | 212411A                   | Middle            |
| Staffed Branch (1)                | 1              | North Mount Pleasant               | 1135 Mullenberga Dr            |              | Mount Pleasant   | SC           | 29466      | 29466-8405  | Charleston County    | 2415            | 212833A                   | Upper             |
| Staffed Branch (1)                | 1              | One Vanderbilt Branch              | 1 Vanderbilt Ave               |              | New York         | NY           | 10017      | 10017-3852  | New York County      | 2023            | 213187A                   | Upper             |
| Staffed Branch (1)                | 1              | University Point Orlando Branch    | 11871 University Blvd          |              | Orlando          | FL           | 32817      | 32817-2129  | Orange County        | 377             | 209530A                   | Upper             |
| Drive-in (2)                      | 2              | East Bay Street Branch             | 588 E Bay St                   |              | Charleston       | SC           | 129403     | 129403-6346 | Charleston County    | 2415            | 212412A                   | Low               |
| Staffed Branch (1)                | 1              | Jullington Creek                   | 12889 San Jose Blvd            |              | Jacksonville     | FL           | 32223      | 32223       | Duval County         | 2444            | 213228A                   | Upper             |
| Staffed Branch (1)                | 1              | Flatbush                           | 949 Flatbush Avenue            |              | Brooklyn         | NY           | 11226      | 11226       | Kings County         | 2016            | 213605A                   | Moderate          |

# **PUBLIC EXHIBIT 4**

**LIST OF FIRST HORIZON BANK'S BRANCHES**

FIRST HORIZON BANK BRANCHES  
(As of March 5, 2022)

| BranchType (select one from list) | BranchTypeCode | PopularBranchName               | AddressLine1               | AddressLine2 | AddressCity       | AddressState | AddressZIP | AddressZIP4 | BranchCounty(select)              | AddressCountyID | BranchCertificationNumber | IncomeDesignation |
|-----------------------------------|----------------|---------------------------------|----------------------------|--------------|-------------------|--------------|------------|-------------|-----------------------------------|-----------------|---------------------------|-------------------|
| Staffed Branch (1)                | 1              | 23rd Street Branch              | 2001 E 23rd St             |              | Chattanooga       | TN           | 37404      | 37404-5807  | Hamilton County                   | 2550            |                           | Low               |
| Staffed Branch (1)                | 1              | 25th Street Branch              | 85 25th St NW              |              | Cleveland         | TN           | 37311      | 37311-3830  | Bradley County                    | 2523            |                           | Middle            |
| Staffed Branch (1)                | 1              | 41st Street Branch              | 400 Arthur Godfrey Rd      |              | Miami Beach       | FL           | 33140      | 33140-3516  | Miami-Dade County                 | 341             |                           | Upper             |
| Staffed Branch (1)                | 1              | 170th Street Branch             | 6985 Fern Loop             |              | Shreveport        | LA           | 71105      | 71105-4158  | Caddo Parish                      | 1132            |                           | Upper             |
| Staffed Branch (1)                | 1              | Abbott-Martin Branch            | 2115 Abbott Martin Rd      |              | Nashville         | TN           | 37215      | 37215-2615  | Davidson County                   | 2536            |                           | Upper             |
| Staffed Branch (1)                | 1              | Acadian Village Branch          | 3555 Perkins Rd            |              | Baton Rouge       | LA           | 70868      | 70868-2262  | East Baton Rouge Parish           | 1140            |                           | Upper             |
| Staffed Branch (1)                | 1              | Advance Branch                  | 5381 US Hwy 158            |              | Advaira           | NC           | 27036      | 27036-6907  | Davie County                      | 1695            |                           | Upper             |
| Staffed Branch (1)                | 1              | Arline-Pecue Branch             | 112320 Arline Hwy          |              | Baton Rouge       | LA           | 70817      | 70817-5107  | East Baton Rouge Parish           | 1140            |                           | Upper             |
| Staffed Branch (1)                | 1              | Airport Road Branch             | 775 Airport Rd N           |              | Naples            | FL           | 34104      | 34104-6104  | Collier County                    | 339             |                           | Middle            |
| Staffed Branch (1)                | 1              | Alcoa Branch                    | 112 S Hall Rd              |              | Alcoa             | TN           | 37701      | 37701-2602  | Blount County                     | 2522            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Altamonte Branch                | 520 W SR 436               |              | Altamonte Springs | FL           | 32714      | 32714-4045  | Seminole County                   | 388             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Apopka Branch                   | 1420 W Orange Blossom Trl  |              | Apopka            | FL           | 32712      | 32712-2637  | Orange County                     | 377             |                           | Upper             |
| Staffed Branch (1)                | 1              | Archdale Branch                 | 10108 S Main St            |              | Archdale          | NC           | 27263      | 27263-3134  | Randolph County                   | 1741            |                           | Middle            |
| Staffed Branch (1)                | 1              | Arlington Branch                | 11610 Highway 70           |              | Arlington         | TN           | 38002      | 38002-8581  | Shelby County                     | 2596            |                           | Upper             |
| Staffed Branch (1)                | 1              | Asheville Highway Branch        | 503 Asheville Hwy          |              | Greeneville       | TN           | 37743      | 37743-4669  | Greene County                     | 2547            |                           | Middle            |
| Staffed Branch (1)                | 1              | Auburn Road Branch              | 1790 E Venice Ave          |              | Venice            | FL           | 34292      | 34292-3191  | Sarasota County                   | 387             |                           | Middle            |
| Staffed Branch (1)                | 1              | Aventura Branch                 | 18841 NE 29th Ave          |              | Aventura          | FL           | 33180      | 33180-2826  | Miami-Dade County                 | 341             |                           | Upper             |
| Staffed Branch (1)                | 1              | Barrow Street Branch            | 706 Barrow St              |              | Houma             | LA           | 70360      | 70360-4702  | Terrebonne Parish                 | 1178            |                           | Middle            |
| Staffed Branch (1)                | 1              | Bartlett Main Branch            | 8891 Summer Ave            |              | Bartlett          | TN           | 38133      | 38133       | Shelby County                     | 2596            |                           | Upper             |
| Staffed Branch (1)                | 1              | Bartlett Stage Branch           | 5931 Stage Rd              |              | Bartlett          | TN           | 38134      | 38134-4521  | Shelby County                     | 2596            |                           | Middle            |
| Staffed Branch (1)                | 1              | Bearden Branch                  | 4805 Kingston Pike         |              | Knoxville         | TN           | 37919      | 37919-5110  | Knox County                       | 2564            |                           | Middle            |
| Staffed Branch (1)                | 1              | Bellevue Branch                 | 8160 Sawyer Brown Rd       |              | Nashville         | TN           | 37221      | 37221-1402  | Davidson County                   | 2536            |                           | Middle            |
| Staffed Branch (1)                | 1              | Belmont Branch                  | 6440 W Wilkinson Blvd      |              | Belmont           | NC           | 28012      | 28012-2858  | Gaston County                     | 1701            |                           | Middle            |
| Staffed Branch (1)                | 1              | Belway NW Branch                | 8910 W Sam Houston Pkwy N  |              | Houston           | TX           | 77040      | 77040-5319  | Harris County                     | 2713            |                           | Low               |
| Staffed Branch (1)                | 1              | Bentonville Branch              | 706 S Walton Blvd          |              | Bentonville       | AR           | 72712      | 72712-5751  | Benton County                     | 98              |                           | Middle            |
| Staffed Branch (1)                | 1              | Berclair Branch                 | 4330 Summer Ave            |              | Memphis           | TN           | 38122      | 38122-4000  | Shelby County                     | 2596            |                           | Middle            |
| Staffed Branch (1)                | 1              | Bethesda Point Branch           | 1611 S Miami Blvd          |              | Durham            | NC           | 27703      | 27703-5627  | Durham County                     | 1697            |                           | Upper             |
| Staffed Branch (1)                | 1              | Big Pine Key Branch             | 30480 Overseas Blvd        |              | Big Pine Key      | FL           | 33043      | 33043-3421  | Monroe County                     | 373             |                           | Upper             |
| Staffed Branch (1)                | 1              | Binghampton Branch              | 2504 Poplar Ave            |              | Memphis           | TN           | 38112      | 38112-3716  | Shelby County                     | 2596            |                           | Low               |
| Staffed Branch (1)                | 1              | Biscayne Blvd. Branch           | 200 S Biscayne Blvd        |              | Miami             | FL           | 33131      | 33131-2310  | Miami-Dade County                 | 341             |                           | Middle            |
| Staffed Branch (1)                | 1              | Bolling Springs Branch          | 3080 Bolling Springs Rd    |              | Bolling Springs   | VA           | 23016      | 23016-6006  | Spartanburg County                | 2447            |                           | Middle            |
| Staffed Branch (1)                | 1              | Boone Branch                    | 125 Leola St               |              | Boone             | NC           | 28607      | 28607-5300  | Wilkes County                     | 1760            |                           | Middle            |
| Staffed Branch (1)                | 1              | Bradenton Branch                | 5310 E State Rd 64         |              | Bradenton         | FL           | 34208      | 34208-5500  | Manatee County                    | 349             |                           | Middle            |
| Staffed Branch (1)                | 1              | Breaux Bridge Branch            | 1410 Rees St               |              | Breaux Bridge     | LA           | 70517      | 70517-4300  | St. Martin Parish                 | 1173            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Brentwood Branch                | 202 Franklin Rd            |              | Brentwood         | TN           | 37027      | 37027-5209  | Williamson County                 | 2611            |                           | Upper             |
| Staffed Branch (1)                | 1              | Brickell Branch                 | 1101 Brickell Ave          |              | Miami             | FL           | 33131      | 33131-3006  | Miami-Dade County                 | 341             |                           | Middle            |
| Staffed Branch (1)                | 1              | Broadmoor                       | 5121 Johnston St           |              | Lafayette         | LA           | 70503      | 70503-5157  | Lafayette Consolidated Government | 1151            |                           | Middle            |
| Staffed Branch (1)                | 1              | Brookhaven Branch               | 2221 Johnson Ferry Rd NE   |              | Atlanta           | GA           | 30319      | 30319-2203  | DeKalb County                     | 440             |                           | Upper             |
| Staffed Branch (1)                | 1              | Brooks Grande Plaza Branch      | 8100 Health Center Blvd    |              | Bonita Springs    | FL           | 34135      | 34135-8179  | Lee County                        | 364             |                           | Middle            |
| Staffed Branch (1)                | 1              | Broussard Branch                | 1100 E Main St             |              | Broussard         | LA           | 70518      | 70518-5078  | Lafayette Consolidated Government | 1151            |                           | Middle            |
| Staffed Branch (1)                | 1              | Bryant Branch                   | 5111 Hwy 5 N               |              | Bryant            | AR           | 72022      | 72022-9090  | Saline County                     | 157             |                           | Upper             |
| Staffed Branch (1)                | 1              | Buckhead Center                 | 2970 Peachtree Rd NW       |              | Atlanta           | GA           | 30305      | 30305-2192  | Fulton County                     | 456             |                           | Upper             |
| Staffed Branch (1)                | 1              | Burlington Branch               | 121 Kirkwood St            |              | Knoxville         | TN           | 37914      | 37914-4622  | Knox County                       | 2564            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Burlington Main Branch          | 1445 S Main St             |              | Burlington        | NC           | 27215      | 27215-5838  | Alamance County                   | 1666            |                           | Middle            |
| Staffed Branch (1)                | 1              | Cambell Station Branch          | 11885 Parkside Dr          |              | Farmington        | TN           | 37834      | 37834-2860  | Knox County                       | 2564            |                           | Upper             |
| Staffed Branch (1)                | 1              | Cape Parkway Branch             | 506 Cape Coral Pkwy E      |              | Cape Coral        | FL           | 33904      | 33904-8544  | Lee County                        | 364             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Carencro Branch                 | 805 Veterans Dr            |              | Carencro          | LA           | 70520      | 70520-3702  | Lafayette Consolidated Government | 1151            |                           | Middle            |
| Staffed Branch (1)                | 1              | Carylvs Branch                  | 4494 Hwy 27 S              |              | Sulphur           | LA           | 70665      | 70665-7993  | Calcasieu Parish                  | 1133            |                           | Upper             |
| Staffed Branch (1)                | 1              | Cary Branch                     | 3685 SW Cary Pkwy          |              | Cary              | NC           | 27513      | 27513-8913  | Wake County                       | 1757            |                           | Upper             |
| Staffed Branch (1)                | 1              | Cason Lane Branch               | 154 Cason Ln               |              | Murfreesboro      | TN           | 37128      | 37128-4838  | Rutherford County                 | 2592            |                           | Middle            |
| Staffed Branch (1)                | 1              | Cedar Bluff Branch              | 324 N Cedar Bluff Rd       |              | Knoxville         | TN           | 37923      | 37923-4539  | Knox County                       | 2564            |                           | Moderate          |
| Drive-in (2)                      | 2              | Center Street Drive-In          | 412 W Center St            |              | Kingsport         | TN           | 37660      | 37660-3656  | Sullivan County                   | 2599            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Century Center                  | 2987 Clairmont Rd NE       |              | Atlanta           | GA           | 30329      | 30329-4448  | DeKalb County                     | 440             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Charlotte SouthPark Branch      | 6816 Morrison Blvd         |              | Charlotte         | NC           | 28211      | 28211-5586  | Mecklenburg County                | 1725            |                           | Upper             |
| Staffed Branch (1)                | 1              | Charlotte Uptown Branch         | 301 S McDowell St          |              | Charlotte         | NC           | 28204      | 28204-2655  | Mecklenburg County                | 1725            |                           | Upper             |
| Staffed Branch (1)                | 1              | Chattanooga Main Branch         | 701 Market St              |              | Chattanooga       | TN           | 37402      | 37402-4528  | Hamilton County                   | 2550            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Cheriton Branch                 | 21283 Lakeland Hwy         |              | Cheriton          | VA           | 23010      | 23010       | Northampton County                | 2968            |                           | Middle            |
| Staffed Branch (1)                | 1              | China Grove Branch              | 200 N Main St              |              | China Grove       | NC           | 28023      | 28023-2530  | Rowan County                      | 1745            |                           | Upper             |
| Staffed Branch (1)                | 1              | Church Street Branch            | 808 Church St              |              | Murfreesboro      | TN           | 37130      | 37130-2827  | Rutherford County                 | 2592            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Cities Services Branch          | 4100 Maplewood Dr          |              | Sulphur           | LA           | 70663      | 70663-6410  | Calcasieu Parish                  | 1133            |                           | Upper             |
| Staffed Branch (1)                | 1              | City Center Branch              | 599 9th St N               |              | Naples            | FL           | 34102      | 34102-5623  | Collier County                    | 339             |                           | Upper             |
| Drive-in (2)                      | 2              | Claiborne Drive-Up              | 6309 S Claiborne Ave       |              | New Orleans       | LA           | 70125      | 70125-4107  | Orleans Parish                    | 1159            |                           | Upper             |
| Staffed Branch (1)                | 1              | Clemmons Branch                 | 6290 Towncenter Dr         |              | Clemmons          | NC           | 27012      | 27012-9376  | Forsyth County                    | 1699            |                           | Middle            |
| Staffed Branch (1)                | 1              | Cleveland Main Branch           | 3870 Keith St NW           |              | Cleveland         | TN           | 37312      | 37312-4336  | Bradley County                    | 2523            |                           | Upper             |
| Staffed Branch (1)                | 1              | College Park Branch             | 1901 Edgewater Dr          |              | Orlando           | FL           | 32804      | 32804-5826  | Orange County                     | 377             |                           | Middle            |
| Staffed Branch (1)                | 1              | College Pointe Branch           | 9101 College Pointe Ct     |              | Fort Myers        | FL           | 33919      | 33919-3245  | Lee County                        | 364             |                           | Upper             |
| Staffed Branch (1)                | 1              | Collinsville Main Branch        | 1182 W Poplar Ave          |              | Collinsville      | TN           | 38017      | 38017-3196  | Shelby County                     | 2596            |                           | Upper             |
| Staffed Branch (1)                | 1              | Collinsville Branch             | 3000 Virginia Ave          |              | Collinsville      | VA           | 24078      | 24078-2276  | Henry County                      | 2939            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Colonial Crossings Branch       | 4670 Summerlin Rd          |              | Fort Myers        | FL           | 33919      | 33919-1063  | Lee County                        | 364             |                           | Upper             |
| Staffed Branch (1)                | 1              | Colonial Heights Branch         | 4301 Fort Henry Dr         |              | Kingsport         | TN           | 37665      | 37665-2229  | Sullivan County                   | 2599            |                           | Upper             |
| Staffed Branch (1)                | 1              | Columbia Hatcher Lane Branch    | 1404 S James Campbell Blvd |              | Columbia          | TN           | 38401      | 38401-5183  | Mauzy County                      | 2577            |                           | Middle            |
| Staffed Branch (1)                | 1              | Columbia Main Branch            | 200 W 7th St               |              | Columbia          | TN           | 38401      | 38401-3234  | Mauzy County                      | 2577            |                           | Middle            |
| Staffed Branch (1)                | 1              | Columbia Main Street Branch     | 1320 Main St               |              | Columbia          | SC           | 29201      | 29201-3204  | Richland County                   | 2445            |                           | Middle            |
| Staffed Branch (1)                | 1              | Columbia Main Street Drive Thru | 1340 Sumner St             |              | Columbia          | SC           | 29201      | 29201-3324  | Richland County                   | 2445            |                           | Middle            |
| Staffed Branch (1)                | 1              | Concord Hills Branch            | 7901 Concord Hills Dr      |              | Brentwood         | TN           | 37027      | 37027-8836  | Davidson County                   | 2536            |                           | Upper             |
| Staffed Branch (1)                | 1              | Cookeville Main Branch          | 345 S Jefferson Ave        |              | Cookeville        | TN           | 38501      | 38501-3492  | Putnam County                     | 2588            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Cool Springs Branch             | 7082 Bakers Bridge Ave     |              | Franklin          | TN           | 37067      | 37067-1617  | Williamson County                 | 2611            |                           | Middle            |
| Staffed Branch (1)                | 1              | Coral Gables Branch             | 2109 Ponce De Leon Blvd    |              | Coral Gables      | FL           | 33134      | 33134-5211  | Miami-Dade County                 | 341             |                           | Upper             |
| Staffed Branch (1)                | 1              | Cornelius Branch                | 8231 Magnolia Estates Dr   |              | Cornelius         | NC           | 28031      | 28031-8280  | Mecklenburg County                | 1725            |                           | Upper             |
| Staffed Branch (1)                | 1              | Country Club Road Branch        | 4701 Country Club Rd       |              | Winston-Salem     | NC           | 27104      | 27104-3521  | Forsyth County                    | 1699            |                           | Upper             |
| Staffed Branch (1)                | 1              | Coursey Branch                  | 14150 Coursey Blvd         |              | Baton Rouge       | LA           | 70817      | 70817-1313  | East Baton Rouge Parish           | 1140            |                           | Upper             |
| Staffed Branch (1)                | 1              | Covington Branch                | 70470 Hwy 21               |              | Covington         | LA           | 70433      | 70433-8102  | St. Tammany Parish                | 1175            |                           | Upper             |
| Staffed Branch (1)                | 1              | Cresline Village Branch         | 100 Euclid Ave             |              | Birmingham        | AL           | 35213      | 35213-2907  | Jefferson County                  | 64              |                           | Upper             |
| Staffed Branch (1)                | 1              | Crosdale Branch                 | 1821 Hillside Rd           |              | Durham            | NC           | 27705      | 27705-2659  | Durham County                     | 1697            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Crossings Branch                | 3230 Peoples St            |              | Johnson City      | TN           | 37604      | 37604-4142  | Washington County                 | 2607            |                           | Upper             |
| Staffed Branch (1)                | 1              | Crosstown Branch                | 1338 Union Ave             |              | Memphis           | TN           | 38104      | 38104-3531  | Shelby County                     | 2596            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Crowley Branch                  | 576 N Parkerson Ave        |              | Crowley           | LA           | 70526      | 70526-4364  | Acadia Parish                     | 1124            |                           | Middle            |
| Staffed Branch (1)                | 1              | Crumpler Place                  | 7430 Goodman Rd            |              | Olive Branch      | MS           | 38654      | 38654-2003  | De Soto County                    | 1543            |                           | Upper             |
| Staffed Branch (1)                | 1              | Cumberland Branch               | 3625 Cumberland Blvd SE    |              | Atlanta           | GA           | 30339      | 30339-3361  | Cobb County                       | 429             |                           | Middle            |
| Staffed Branch (1)                | 1              | Dadeland Branch                 | 9100 S Dadeland Blvd       |              | Miami             | FL           | 33156      | 33156-7814  | Miami-Dade County                 | 341             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Dalhousie Branch                | 111 S Chestate St          |              | Dalhousie         | GA           | 30533      | 30533-1262  | Lumpkin County                    | 489             |                           | Middle            |
| Staffed Branch (1)                | 1              | Dandridge Branch                | 1030 Hwy 92 S              |              | Dandridge         | TN           | 37725      | 37725-4878  | Jefferson County                  | 2562            |                           | Middle            |

FIRST HORIZON BANK BRANCHES  
(As of March 5, 2022)

| BranchType (select one from list) | BranchTypeCode | PopularBranchName             | AddressLine1                | AddressLine2 | AddressCity       | AddressState | AddressZIP | AddressZIP4 | BranchCounty(select)              | AddressCountyID | BranchCertificationNumber | IncomeDesignation |
|-----------------------------------|----------------|-------------------------------|-----------------------------|--------------|-------------------|--------------|------------|-------------|-----------------------------------|-----------------|---------------------------|-------------------|
| Staffed Branch (1)                | 1              | Daniels Road Branch           | 6651 Orion Dr               |              | Fort Myers        | FL           | 33912      | 33912-4319  | Lee County                        | 364             |                           | Upper             |
| Staffed Branch (1)                | 1              | Deer Park Branch              | 1601 Center St              |              | Deer Park         | TX           | 77736      | 77736-3507  | Harris County                     | 2713            |                           | Middle            |
| Staffed Branch (1)                | 1              | Del Prado Branch              | 812 Del Prado Blvd S        |              | Cape Coral        | FL           | 33990      | 33990-2669  | Lee County                        | 364             |                           | Middle            |
| Staffed Branch (1)                | 1              | Delray Beach Branch           | 900 SE 6th Ave              |              | Delray Beach      | FL           | 33483      | 33483-5117  | Palm Beach County                 | 379             |                           | Low               |
| Staffed Branch (1)                | 1              | Donelson Branch               | 2621 Lebanon Pike           |              | Nashville         | TN           | 37214      | 37214-2424  | Davidson County                   | 2536            |                           | Middle            |
| Staffed Branch (1)                | 1              | Doral Banking Center Branch   | 3275 NW 67th Ave            |              | Miami             | FL           | 33172      | 33172-1209  | Miami-Dade County                 | 341             |                           | Upper             |
| Staffed Branch (1)                | 1              | Douglas Road Branch           | 102 NW 37th Ave             |              | Miami             | FL           | 33125      | 33125-4626  | Miami-Dade County                 | 341             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Downtown Asheboro Branch      | 101 Sunset Ave              |              | Asheboro          | NC           | 27203      | 27203-5607  | Randolph County                   | 1741            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Downtown Baton Rouge          | 171 3rd St                  |              | Baton Rouge       | LA           | 70801      | 70801-1302  | East Baton Rouge Parish           | 1140            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Downtown Birmingham Branch    | 2025 3rd Ave N              |              | Birmingham        | AL           | 35203      | 35203-3323  | Jefferson County                  | 64              |                           | Moderate          |
| Staffed Branch (1)                | 1              | Downtown Fort Myers Branch    | 2247 1st St                 |              | Fort Myers        | FL           | 33901      | 33901-2943  | Lee County                        | 364             |                           | Middle            |
| Staffed Branch (1)                | 1              | Downtown Greenville Branch    | 110 E Court St              |              | Greenville        | SC           | 29601      | 29601-4904  | Greenville County                 | 2428            |                           | Upper             |
| Staffed Branch (1)                | 1              | Downtown Hickory Office       | 25 3rd St NW                |              | Hickory           | NC           | 28601      | 28601-6134  | Catawba County                    | 1683            |                           | Upper             |
| Staffed Branch (1)                | 1              | Downtown Huntsville Branch    | 400 Meridian St N           |              | Huntsville        | AL           | 35801      | 35801-4721  | Madison County                    | 72              |                           | Upper             |
| Staffed Branch (1)                | 1              | Downtown Jacksonville         | 135 W Bay St                |              | Jacksonville      | FL           | 32202      | 32202-3805  | Duval County/City of Jacksonville | 344             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Downtown Jonesboro Branch     | 420 S Main St               |              | Jonesboro         | AR           | 72401      | 72401-2963  | Craighead County                  | 110             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Downtown Lenoir Branch        | 707 College Ave SW          |              | Lenoir            | NC           | 28645      | 28645-5446  | Caldwell County                   | 1679            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Downtown Mobile Branch        | 64 N Royal St               |              | Mobile            | AL           | 36602      | 36602-3804  | Mobile County                     | 76              |                           | Upper             |
| Staffed Branch (1)                | 1              | Downtown Orlando Branch       | 80 N Court Ave              |              | Orlando           | FL           | 32801      | 32801-2817  | Orange County                     | 377             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Downtown St Petersburg Branch | 500 4th St N                |              | Saint Petersburg  | FL           | 33701      | 33701-1202  | Pinellas County                   | 381             |                           | Middle            |
| Staffed Branch (1)                | 1              | Downtown Tampa Branch         | 201 N Franklin St           |              | Tampa             | FL           | 33602      | 33602-5162  | Hillsborough County               | 357             |                           | Upper             |
| Staffed Branch (1)                | 1              | Downtown West Branch          | 1815 Downtown West Blvd     |              | Knoxville         | TN           | 37919      | 37919-5415  | Knox County                       | 2564            |                           | Middle            |
| Staffed Branch (1)                | 1              | East Brainerd Branch          | 7820 E Brainerd Rd          |              | Chattanooga       | TN           | 37421      | 37421-3201  | Hamilton County                   | 2550            |                           | Upper             |
| Staffed Branch (1)                | 1              | East End Branch               | 1741 Asheville Hwy          |              | Knoxville         | TN           | 37924      | 37924-3904  | Knox County                       | 2564            |                           | Middle            |
| Staffed Branch (1)                | 1              | East Greenville Branch        | 2841 E Andrew Johnson Hwy   |              | Greenville        | TN           | 37745      | 37745-0957  | Greene County                     | 2547            |                           | Middle            |
| Staffed Branch (1)                | 1              | East Nashville Branch         | 965 Woodland St             |              | Nashville         | TN           | 37206      | 37206-3753  | Davidson County                   | 2536            |                           | Low               |
| Staffed Branch (1)                | 1              | East Poplar Branch            | 4990 Poplar Ave             |              | Memphis           | TN           | 38117      | 38117-7600  | Shelby County                     | 2596            |                           | Upper             |
| Staffed Branch (1)                | 1              | East Ridge Branch             | 5401 Ringgold Rd            |              | Chattanooga       | TN           | 37412      | 37412-3127  | Hamilton County                   | 2550            |                           | Middle            |
| Staffed Branch (1)                | 1              | Edwards Mill Branch           | 3100 Edwards Mill Rd        |              | Raleigh           | NC           | 27612      | 27612-5384  | Wake County                       | 1757            |                           | Middle            |
| Staffed Branch (1)                | 1              | Elmwood Branch                | 5120 Citrus Blvd            |              | Harahan           | LA           | 70123      | 70123-2345  | Jefferson Parish                  | 1149            |                           | Upper             |
| Staffed Branch (1)                | 1              | Essan Lane Branch             | 3700 Essan Ln               |              | Baton Rouge       | LA           | 70809      | 70809-2134  | East Baton Rouge Parish           | 1140            |                           | Upper             |
| Staffed Branch (1)                | 1              | Fairhope Branch               | 12230 US Highway 98         |              | Fairhope          | AL           | 36532      | 36532-6303  | Baldwin County                    | 29              |                           | Upper             |
| Staffed Branch (1)                | 1              | Faith Road Branch             | 225 Faith Rd                |              | Salisbury         | NC           | 28146      | 28146-7005  | Rowan County                      | 1745            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Falls River Branch            | 1151 Falls River Ave        |              | Raleigh           | NC           | 27614      | 27614-8515  | Wake County                       | 1757            |                           | Upper             |
| Staffed Branch (1)                | 1              | Farrington Branch             | 7808 Farrington Blvd        |              | Germantown        | TN           | 38138      | 38138-2941  | Shelby County                     | 2596            |                           | Upper             |
| Staffed Branch (1)                | 1              | Farragut Branch               | 11864 Kingston Pike         |              | Farragut          | TN           | 37934      | 37934-3849  | Knox County                       | 2564            |                           | Upper             |
| Staffed Branch (1)                | 1              | First Stratford Branch        | 101 S Stratford Rd          |              | Winston-Salem     | NC           | 27104      | 27104-4213  | Forsyth County                    | 1699            |                           | Upper             |
| Staffed Branch (1)                | 1              | Flagler Street Branch         | 44 W Flagler St             |              | Miami             | FL           | 33130      | 33130-1808  | Miami-Dade County                 | 341             |                           | Upper             |
| Staffed Branch (1)                | 1              | Forest Hill Heights Branch    | 9185 Winchester Rd          |              | Germantown        | TN           | 38138      | 38138-8509  | Shelby County                     | 2596            |                           | Upper             |
| Staffed Branch (1)                | 1              | Fort Lauderdale Branch        | 1201 S Andrews Ave          |              | Fort Lauderdale   | FL           | 33316      | 33316-1835  | Broward County                    | 334             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Fountain City Branch          | 5225 N Broadway St          |              | Knoxville         | TN           | 37918      | 37918-2345  | Knox County                       | 2564            |                           | Middle            |
| Staffed Branch (1)                | 1              | Franklin Main Branch          | 231 Public Sq               |              | Franklin          | TN           | 37064      | 37064-2532  | Williamson County                 | 2611            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Fultonville Branch            | 1501 Decatur Hwy            |              | Fultonville       | AL           | 35068      | 35068-1747  | Jefferson County                  | 64              |                           | Middle            |
| Staffed Branch (1)                | 1              | Gallatin Main Branch          | 663 Nashville Pike          |              | Gallatin          | TN           | 37066      | 37066-3124  | Sumner County                     | 2600            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Gastonia Branch               | 804 S New Hope Rd           |              | Gastonia          | NC           | 28054      | 28054-4814  | Gaston County                     | 1701            |                           | Middle            |
| Staffed Branch (1)                | 1              | Gatlinburg Branch             | 960 E Parkway               |              | Gatlinburg        | TN           | 37738      | 37738-4910  | Sevier County                     | 2595            |                           | Middle            |
| Staffed Branch (1)                | 1              | Gentilly Branch               | 3120 Gentilly Blvd          |              | New Orleans       | LA           | 70122      | 70122-3854  | Orleans Parish                    | 1159            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Germantown Main Branch        | 7640 Poplar Ave             |              | Germantown        | TN           | 38138      | 38138-3927  | Shelby County                     | 2596            |                           | Upper             |
| Staffed Branch (1)                | 1              | Golden Gate Branch            | 5247 Golden Gate Pkwy       |              | Naples            | FL           | 34116      | 34116-7669  | Collier County                    | 339             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Graham Branch                 | 227 S Main St               |              | Graham            | NC           | 27253      | 27253-3301  | Alamance County                   | 1666            |                           | Middle            |
| Staffed Branch (1)                | 1              | Grand Lake Branch             | 10323 Gulf Hwy              |              | Lake Charles      | LA           | 70607      | 70607-8636  | Cameron Parish                    | 1135            |                           | Upper             |
| Staffed Branch (1)                | 1              | Granite Falls Branch          | 23 N Main St                |              | Granite Falls     | NC           | 28630      | 28630-1401  | Caldwell County                   | 1679            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Grassland Branch              | 2200 Hillsboro Rd           |              | Franklin          | TN           | 37069      | 37069-6218  | Williamson County                 | 2611            |                           | Upper             |
| Staffed Branch (1)                | 1              | Green Hills Branch            | 4014 Hillsboro Pike         |              | Nashville         | TN           | 37215      | 37215-2721  | Davidson County                   | 2536            |                           | Upper             |
| Staffed Branch (1)                | 1              | Green Valley Branch           | 1429 Westover Ter           |              | Greensboro        | NC           | 27408      | 27408-2000  | Gulfford County                   | 1706            |                           | Middle            |
| Staffed Branch (1)                | 1              | Greensboro Branch             | 1505 Highwoods Blvd         |              | Greensboro        | NC           | 27410      | 27410-2047  | Gulfford County                   | 1706            |                           | Upper             |
| Staffed Branch (1)                | 1              | Greenway Commons Branch       | 3810 Richmond Ave           |              | Hickory           | TX           | 77027      | 77027-5802  | Harris County                     | 2713            |                           | Upper             |
| Branch - Other (12)               | 12             | Greenway Plaza Branch         | 11 Greenway Plz             |              | Houston           | TX           | 77046      | 77046-1100  | Harris County                     | 2713            |                           | Upper             |
| Staffed Branch (1)                | 1              | Halls Branch                  | 6801 Maynardville Pike      |              | Knoxville         | TN           | 37918      | 37918-5310  | Knox County                       | 2564            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Hamilton Place Branch         | 2221 Hamilton Place Blvd    |              | Chattanooga       | TN           | 37421      | 37421-6058  | Hamilton County                   | 2550            |                           | Middle            |
| Staffed Branch (1)                | 1              | Hardin Valley Branch          | 10606 Hardin Valley Rd      |              | Knoxville         | TN           | 37932      | 37932-1503  | Knox County                       | 2564            |                           | Middle            |
| Staffed Branch (1)                | 1              | Harrison Avenue Branch        | 301 Harrison Ave            |              | New Orleans       | LA           | 70124      | 70124-3125  | Orleans Parish                    | 1159            |                           | Upper             |
| Staffed Branch (1)                | 1              | Hendersonville Branch         | 429 W Main St               |              | Hendersonville    | TN           | 37075      | 37075-3310  | Sumner County                     | 2600            |                           | Middle            |
| Staffed Branch (1)                | 1              | Hermitage Tulip Grove Branch  | 4771 Lebanon Pike           |              | Hermitage         | TN           | 37076      | 37076-1601  | Davidson County                   | 2536            |                           | Middle            |
| Staffed Branch (1)                | 1              | Hernando Branch               | 500 E Commerce St           |              | Hernando          | MS           | 38632      | 38632-2404  | De Soto County                    | 1543            |                           | Upper             |
| Staffed Branch (1)                | 1              | Hialeah Branch                | 821 W 49th St               |              | Hialeah           | FL           | 33012      | 33012-3544  | Miami-Dade County                 | 341             |                           | Middle            |
| Staffed Branch (1)                | 1              | Hickory Hill Branch           | 6595 Kirby Center Cv        |              | Memphis           | TN           | 38115      | 38115-4313  | Shelby County                     | 2596            |                           | Moderate          |
| Staffed Branch (1)                | 1              | High Point Branch             | 2541 Eastchester Dr         |              | High Point        | NC           | 27265      | 27265-1448  | Gulfford County                   | 1706            |                           | Upper             |
| Staffed Branch (1)                | 1              | Highland Bk Branch            | 7235 Highland Rd            |              | Baton Rouge       | LA           | 70809      | 70809-6910  | East Baton Rouge Parish           | 1140            |                           | Upper             |
| Branch - Other (12)               | 12             | Hill Center Branch            | 211 Franklin Rd             |              | Brentwood         | TN           | 37027      | 37027-5581  | Williamson County                 | 2611            |                           | Upper             |
| Staffed Branch (1)                | 1              | Hillsborough Central Branch   | 280 S Chanton St            |              | Hillsborough      | NC           | 27278      | 27278-2507  | Orange County                     | 1733            |                           | Middle            |
| Staffed Branch (1)                | 1              | Himes Branch                  | 4105 N Himes Ave            |              | Tampa             | FL           | 33607      | 33607-6608  | Hillsborough County               | 357             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Homestead Branch              | 777 N Krome Ave             |              | Homestead         | FL           | 33030      | 33030-2417  | Miami-Dade County                 | 341             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Hoover Branch                 | 2765 John Hawkins Pkwy      |              | Hoover            | AL           | 35244      | 35244-4004  | Jefferson County                  | 64              |                           | Upper             |
| Staffed Branch (1)                | 1              | Homer Blvd Branch             | 2917 S Homer Blvd           |              | Sanford           | NC           | 27332      | 27332-9756  | Lee County                        | 1718            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Huffman Mill Branch           | 503 Huffman Mill Rd         |              | Burlington        | NC           | 27215      | 27215-5120  | Alamance County                   | 1666            |                           | Middle            |
| Staffed Branch (1)                | 1              | Indian Lake Branch            | 216 Indian Lake Blvd        |              | Hendersonville    | TN           | 37075      | 37075-6213  | Sumner County                     | 2600            |                           | Upper             |
| Staffed Branch (1)                | 1              | Ingleswood Branch             | 3518 Gallatin Pike          |              | Nashville         | TN           | 37216      | 37216-2604  | Davidson County                   | 2536            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Islamorada Branch             | 80900 Overseas Hwy          |              | Islamorada        | FL           | 33036      | 33036-3792  | Monroe County                     | 373             |                           | Upper             |
| Staffed Branch (1)                | 1              | Jackson Main Branch           | 325 Oil Well Rd             |              | Jackson           | TN           | 38305      | 38305-7926  | Madison County                    | 2574            |                           | Middle            |
| Staffed Branch (1)                | 1              | Jefferson Terrace Branch      | 1120 Jefferson Ter          |              | New Berna         | LA           | 70550      | 70550-5708  | Iberia Parish                     | 1146            |                           | Middle            |
| Staffed Branch (1)                | 1              | Jesus Branch                  | 175 S Mason St              |              | Lawson            | GA           | 31545      | 31545-1115  | Wayne County                      | 1440            |                           | Middle            |
| Staffed Branch (1)                | 1              | JFK Branch                    | 4600 John F Kennedy Blvd    |              | North Little Rock | AR           | 72116      | 72116-7311  | Pulaski County                    | 547             |                           | Middle            |
| Staffed Branch (1)                | 1              | Johns Creek Branch            | 2555 Peachtree Pkwy         |              | Cumming           | GA           | 30041      | 30041-7223  | Forsyth County                    | 454             |                           | Upper             |
| Staffed Branch (1)                | 1              | Johnson City Main Branch      | 2112 N Roan St              |              | Johnson City      | TN           | 37601      | 37601-2819  | Washington County                 | 2607            |                           | Upper             |
| Staffed Branch (1)                | 1              | Johnston Street Branch        | 2602 Johnston St            |              | Lafayette         | LA           | 70503      | 70503-3240  | Lafayette Consolidated Government | 1151            |                           | Middle            |
| Staffed Branch (1)                | 1              | Jonesboro Main Branch         | 1700 E Highland Dr          |              | Jonesboro         | AR           | 72401      | 72401-6116  | Craighead County                  | 110             |                           | Upper             |
| Staffed Branch (1)                | 1              | Jonesborough Branch           | 401 W Jackson Blvd          |              | Jonesborough      | TN           | 37659      | 37659-1142  | Washington County                 | 2607            |                           | Upper             |
| Staffed Branch (1)                | 1              | Jupiter Branch                | 1315 W Indiantown Rd        |              | Jupiter           | FL           | 33458      | 33458-3907  | Palm Beach County                 | 379             |                           | Middle            |
| Staffed Branch (1)                | 1              | Justice Center Branch         | 1002 E Lamar Alexander Pkwy |              | Maryville         | TN           | 37804      | 37804-5132  | Blount County                     | 2522            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Kenner Branch                 | 285 W Esplanade             |              | Kenner            | LA           | 70065      | 70065-2488  | Jefferson Parish                  | 1149            |                           | Middle            |
| Staffed Branch (1)                | 1              | Key Biscayne Branch           | 260 Crandon Blvd # A-51     |              | Key Biscayne      | FL           | 33149      | 33149-1536  | Miami-Dade County                 | 341             |                           | Upper             |

FIRST HORIZON BANK BRANCHES  
(As of March 5, 2022)

| BranchType (select one from list) | BranchTypeCode | PopularBranchName                  | AddressLine1                  | AddressLine2 | AddressCity      | AddressState | AddressZIP | AddressZIP4 | BranchCounty(select)              | AddressCountyID | BranchCertificationNumber | IncomeDesignation |
|-----------------------------------|----------------|------------------------------------|-------------------------------|--------------|------------------|--------------|------------|-------------|-----------------------------------|-----------------|---------------------------|-------------------|
| Staffed Branch (1)                | 1              | Key Largo Branch                   | 99451 Overseas Hwy            |              | Key Largo        | FL           | 33037      | 33037-4257  | Monroe County                     | 373             |                           | Upper             |
| Staffed Branch (1)                | 1              | Key West Branch                    | 330 Whitehead St              |              | Key West         | FL           | 33040      | 33040-6543  | Monroe County                     | 373             |                           | Upper             |
| Staffed Branch (1)                | 1              | Kildaire Farm Branch               | 1201 Kildaire Farm Rd         |              | Cary             | NC           | 27511      | 27511-5523  | Wake County                       | 1757            |                           | Upper             |
| Staffed Branch (1)                | 1              | Kinder Branch                      | 916 5th Ave                   |              | Kinder           | LA           | 70648      | 70648-3207  | Allen Parish                      | 1125            |                           | Middle            |
| Staffed Branch (1)                | 1              | King Branch                        | 105 Post Office St            |              | King             | NC           | 27021      | 27021-8525  | Slokes County                     | 1750            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Kingsport Main Branch              | 235 E Center St               |              | Kingsport        | TN           | 37660      | 37660-4303  | Sullivan County                   | 2599            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Kingsport Pike West Branch         | 8607 Kingsport Pike           |              | Kingsport        | TN           | 37622      | 37622-2316  | Knox County                       | 2564            |                           | Upper             |
| Staffed Branch (1)                | 1              | Kirby Woods Branch                 | 1845 Kirby Pkwy               |              | Memphis          | TN           | 38138      | 38138-3608  | Shelby County                     | 2596            |                           | Upper             |
| Staffed Branch (1)                | 1              | Knoxville Main Branch              | 800 S Gay St                  |              | Knoxville        | TN           | 37929      | 37929-9729  | Knox County                       | 2564            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Lafayette Office Branch            | 440 Hwy 52 Byp W              |              | Lafayette        | TN           | 37083      | 37083-1730  | Macon County                      | 2573            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Lake Mary Branch                   | 7090 County Road 46A          |              | Lake Mary        | FL           | 32746      | 32746-5224  | Seminole County                   | 388             |                           | Upper             |
| Staffed Branch (1)                | 1              | Lakeshore Branch                   | 8019 Desair St                |              | Monroe           | LA           | 71203      | 71203-4939  | Ouachita Parish                   | 1160            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Landmark Branch                    | 315 E Robinson St             |              | Orlando          | FL           | 32801      | 32801-1912  | Orange County                     | 377             |                           | Upper             |
| Staffed Branch (1)                | 1              | Las Olas                           | 450 E Las Olas Blvd           |              | Fort Lauderdale  | FL           | 33301      | 33301-2292  | Broward County                    | 334             |                           | Upper             |
| Staffed Branch (1)                | 1              | Laurelwood Branch                  | 4655 Poplar Ave               |              | Memphis          | TN           | 38117      | 38117-4419  | Shelby County                     | 2596            |                           | Upper             |
| Staffed Branch (1)                | 1              | LaVergne Branch                    | 5211 Murfreesboro Rd          |              | La Vergne        | TN           | 37086      | 37086-2715  | Rutherford County                 | 2592            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Lawrenceburg Branch                | 101 N Locust Ave              |              | Lawrenceburg     | TN           | 38464      | 38464-3758  | Lawrence County                   | 2567            |                           | Middle            |
| Staffed Branch (1)                | 1              | Lebanon Main Branch                | 1615 W Main St                |              | Lebanon          | TN           | 37087      | 37087-3138  | Wilson County                     | 2612            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Lanesville Branch                  | 462 New Lanesville Hwy        |              | Asheville        | NC           | 28886      | 28886-2721  | Buncombe County                   | 1676            |                           | Middle            |
| Staffed Branch (1)                | 1              | Lewisburg Branch                   | 125 1st Ave N                 |              | Lewisburg        | TN           | 37091      | 37091-1312  | Marshall County                   | 2576            |                           | Middle            |
| Staffed Branch (1)                | 1              | Lighthouse Point Branch            | 4820 N Federal Hwy            |              | Lighthouse Point | FL           | 33064      | 33064-6514  | Broward County                    | 334             |                           | Upper             |
| Staffed Branch (1)                | 1              | Longwood East Branch               | 502 N US Hwy 17 92            |              | Longwood         | FL           | 32750      | 32750-4414  | Seminole County                   | 388             |                           | Middle            |
| Staffed Branch (1)                | 1              | Madison Branch                     | 53 Hughes Rd                  |              | Madison          | AL           | 35758      | 35758-2238  | Madison County                    | 72              |                           | Middle            |
| Staffed Branch (1)                | 1              | Main & Court Branch                | 260 S Main St                 |              | Rocky Mount      | VA           | 24151      | 24151-1709  | Franklin County                   | 2928            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Main Street Branch                 | 206 N Main St                 |              | Greeneville      | TN           | 37745      | 37745-3816  | Greene County                     | 2547            |                           | Middle            |
| Staffed Branch (1)                | 1              | Maitland Branch                    | 100 E Packwood Ave            |              | Maitland         | FL           | 32751      | 32751-5632  | Orange County                     | 377             |                           | Upper             |
| Staffed Branch (1)                | 1              | Orwin Manor Branch                 | 600 Wilkinon St               |              | Orlando          | FL           | 32803      | 32803-1048  | Orange County                     | 377             |                           | Upper             |
| Staffed Branch (1)                | 1              | Mandeville Branch                  | 850 N Causeway Blvd           |              | Mandeville       | LA           | 70448      | 70448-4627  | St. Tammany Parish                | 1175            |                           | Upper             |
| Staffed Branch (1)                | 1              | Manhattan Branch                   | 1720 Manhattan Blvd           |              | Harvey           | LA           | 70058      | 70058-3410  | Jefferson Parish                  | 1149            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Marathon Branch                    | 5601 Overseas Hwy             |              | Marathon         | FL           | 33050      | 33050-2714  | Monroe County                     | 373             |                           | Upper             |
| Staffed Branch (1)                | 1              | Marathon Old Town Branch           | 2348 Overseas Hwy             |              | Marathon         | FL           | 33050      | 33050-2232  | Monroe County                     | 373             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Marco Island Branch                | 605 Baird Eagle Dr            |              | Marco Island     | FL           | 33445      | 33445-2740  | Collier County                    | 339             |                           | Upper             |
| Staffed Branch (1)                | 1              | Marietta Branch                    | 709 Canton Rd NE              |              | Marietta         | GA           | 30060      | 30060-8971  | Cobb County                       | 4529            |                           | Upper             |
| Staffed Branch (1)                | 1              | Marlin Branch                      | 4180 Elvis Presley Blvd       |              | Memphis          | TN           | 38116      | 38116-5811  | Shelby County                     | 2596            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Marrero Branch                     | 1820 Barataria Blvd           |              | Marrero          | LA           | 70072      | 70072-4204  | Jefferson Parish                  | 1149            |                           | Middle            |
| Staffed Branch (1)                | 1              | Maryville Main Branch              | 1820 W Broadway Ave           |              | Maryville        | TN           | 37801      | 37801-5512  | Blount County                     | 2522            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Mathews Office                     | 2432 McKeel Rd                |              | Charlotte        | NC           | 28270      | 28270-1263  | Mecklenburg County                | 1725            |                           | Upper             |
| Staffed Branch (1)                | 1              | Mayfair Branch                     | 4700 Whitesburg Dr SW         |              | Huntsville       | AL           | 35802      | 35802-1685  | Madison County                    | 72              |                           | Upper             |
| Staffed Branch (1)                | 1              | McGregor Branch                    | 15280 McGregor Blvd           |              | Fort Myers       | FL           | 33908      | 33908-1976  | Lee County                        | 364             |                           | Upper             |
| Staffed Branch (1)                | 1              | McMillan Road Branch               | 610 McMillan Rd               |              | West Monroe      | LA           | 71291      | 71291-7938  | Ouachita Parish                   | 1160            |                           | Middle            |
| Staffed Branch (1)                | 1              | McPherson Branch                   | 929 S McPherson Church Rd     |              | Fayetteville     | NC           | 28303      | 28303-5368  | Cumberland County                 | 2631            |                           | Upper             |
| Staffed Branch (1)                | 1              | Mebane Branch                      | 1102 E Washington St          |              | Mebane           | NC           | 27302      | 27302-2645  | Alamance County                   | 1666            |                           | Middle            |
| Staffed Branch (1)                | 1              | Medical Center Branch              | 2555 W Holcombe Blvd          |              | Houston          | TX           | 77030      | 77030-1903  | Harris County                     | 2713            |                           | Upper             |
| Staffed Branch (1)                | 1              | Medical Center Chattanooga Branch  | 979 E 3rd St                  |              | Chattanooga      | TN           | 37403      | 37403-2136  | Hamilton County                   | 2550            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Medical District Branch            | 918 S Orange Ave              |              | Orlando          | FL           | 32806      | 32806-1373  | Orange County                     | 377             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Medical Park Branch                | 2006 S Hawthorne Rd           |              | Winston-Salem    | NC           | 27103      | 27103-3030  | Forsyth County                    | 1699            |                           | Upper             |
| Staffed Branch (1)                | 1              | Memorial Boulevard Branch          | 2400 Memorial Blvd            |              | Kingsport        | TN           | 37664      | 37664-3343  | Sullivan County                   | 2599            |                           | Middle            |
| Staffed Branch (1)                | 1              | Memorial City Mall Branch          | 1000 Memorial City Way        |              | Houston          | TX           | 77024      | 77024-2590  | Harris County                     | 2713            |                           | Upper             |
| Staffed Branch (1)                | 1              | Memphis Main Bank                  | 165 Madison Ave               |              | Memphis          | TN           | 38103      | 38103-2723  | Shelby County                     | 2596            |                           | Upper             |
| Staffed Branch (1)                | 1              | Merchants Road Branch              | 502 Merchants Rd              |              | Knoxville        | TN           | 37912      | 37912-3803  | Knox County                       | 2564            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Metairie Road Branch               | 468 Metairie Rd               |              | Metairie         | LA           | 70005      | 70005-4331  | Jefferson Parish                  | 1149            |                           | Upper             |
| Staffed Branch (1)                | 1              | Metro Center Branch                | 2110 Ross L Parks Blvd        |              | Nashville        | TN           | 37228      | 37228-1508  | Davidson County                   | 2536            |                           | Low               |
| Staffed Branch (1)                | 1              | Miami Lakes Branch                 | 5901 Miami Lakes Dr           |              | Miami Lakes      | FL           | 33014      | 33014-2403  | Miami-Dade County                 | 341             |                           | Middle            |
| Staffed Branch (1)                | 1              | Mid City Branch                    | 2901 Ryan St                  |              | Lake Charles     | LA           | 70601      | 70601-8510  | Calcasieu Parish                  | 1133            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Mid City Canal Street Branch       | 4011 Canal St                 |              | New Orleans      | LA           | 70119      | 70119-6020  | Orleans Parish                    | 1159            |                           | Low               |
| Staffed Branch (1)                | 1              | Midtown Manhattan Branch           | 444 Madison Avenue, 8th Floor |              | New York         | NY           | 10022      | 10022-6003  | New York County                   | 2023            |                           | Upper             |
| Staffed Branch (1)                | 1              | Midtown Miami Branch               | 1851 NW 7th Ave               |              | Miami            | FL           | 33136      | 33136-1104  | Miami-Dade County                 | 341             |                           | Low               |
| Staffed Branch (1)                | 1              | Military Trail                     | 1801 N Military Trail         |              | Boca Raton       | FL           | 33431      | 33431-1811  | Palm Beach County                 | 379             |                           | Upper             |
| Staffed Branch (1)                | 1              | Millington Branch                  | 5052 Navy Rd                  |              | Millington       | TN           | 38053      | 38053-2116  | Shelby County                     | 2596            |                           | Middle            |
| Staffed Branch (1)                | 1              | Mocksville Yadkinville Road Branch | 880 Yadkinville Rd            |              | Mocksville       | NC           | 27028      | 27028-2052  | Davie County                      | 1695            |                           | Middle            |
| Staffed Branch (1)                | 1              | Mooreville Branch                  | 210 Knob Hill Rd              |              | Mooreville       | NC           | 28117      | 28117-5861  | Iredell County                    | 1714            |                           | Upper             |
| Staffed Branch (1)                | 1              | Morgan City                        | 1001 7th St                   |              | Morgan City      | LA           | 70380      | 70380-1905  | St. Mary Parish                   | 1174            |                           | Upper             |
| Staffed Branch (1)                | 1              | Morgantown Office                  | 201 E Meeting St              |              | Morgantown       | NC           | 28655      | 28655-3550  | Burke County                      | 1677            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Morristown College Branch          | 2329 E Morris Blvd            |              | Morristown       | TN           | 37813      | 37813-1942  | Hamblen County                    | 2549            |                           | Middle            |
| Staffed Branch (1)                | 1              | Morristown Main Branch             | 1112 W First North St         |              | Morristown       | TN           | 37814      | 37814-4554  | Hamblen County                    | 2549            |                           | Middle            |
| Staffed Branch (1)                | 1              | Morrisville Branch                 | 9632 Chapel Hill Rd           |              | Morrisville      | NC           | 27560      | 27560-6903  | Wake County                       | 1757            |                           | Upper             |
| Staffed Branch (1)                | 1              | Moss Bluff Branch                  | 284 Sam Houston Jones Pkwy    |              | Lake Charles     | LA           | 70611      | 70611-5603  | Calcasieu Parish                  | 1133            |                           | Middle            |
| Staffed Branch (1)                | 1              | Moss Branch                        | 2601 Moss St                  |              | Lafayette        | LA           | 70501      | 70501-1231  | Lafayette Consolidated Government | 1151            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Mount Airy Downtown Branch         | 285 E Independence Blvd       |              | Mount Airy       | NC           | 27030      | 27030-3855  | Surry County                      | 1751            |                           | Middle            |
| Staffed Branch (1)                | 1              | Mount Holly Branch                 | 701 S Main St                 |              | Mount Holly      | NC           | 28120      | 28120-1557  | Gaston County                     | 1701            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Mount Pleasant Branch              | 851 Johnnie Dodds Blvd        |              | Mount Pleasant   | SC           | 29454      | 29454-3030  | Charleston County                 | 2415            |                           | Upper             |
| Staffed Branch (1)                | 1              | Mountain Brook Branch              | 2824 Cahaba Rd                |              | Birmingham       | AL           | 35223      | 35223-2306  | Jefferson County                  | 64              |                           | Upper             |
| Staffed Branch (1)                | 1              | Murfreesboro Main Branch           | 305 W Northfield Blvd         |              | Murfreesboro     | TN           | 37129      | 37129-1504  | Rutherford County                 | 2592            |                           | Middle            |
| Staffed Branch (1)                | 1              | Nashboro Branch                    | 2360 Murfreesboro Pike        |              | Nashville        | TN           | 37217      | 37217-3315  | Davidson County                   | 2536            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Nashville Main Branch              | 511 Union St                  |              | Nashville        | TN           | 37219      | 37219-1733  | Davidson County                   | 2536            |                           | Upper             |
| Staffed Branch (1)                | 1              | Nelson Road Branch                 | 4440 Nelson Rd                |              | Lake Charles     | LA           | 70605      | 70605-4122  | Calcasieu Parish                  | 1133            |                           | Upper             |
| Staffed Branch (1)                | 1              | New Market Plaza                   | 1000 S Main St                |              | Kernersville     | NC           | 27284      | 27284-8178  | Forsyth County                    | 1699            |                           | Middle            |
| Staffed Branch (1)                | 1              | Newport Arkansas Branch            | 200 Olivia Dr                 |              | Newport          | AR           | 72112      | 72112-4178  | Jackson County                    | 128             |                           | Middle            |
| Staffed Branch (1)                | 1              | Newport Tennessee Branch           | 602 Cosby Hwy                 |              | Newport          | TN           | 37821      | 37821-3414  | Cooke County                      | 2532            |                           | Middle            |
| Staffed Branch (1)                | 1              | Nokomis Branch                     | 1099 Tamiami Trl N            |              | Nokomis          | FL           | 34275      | 34275-2163  | Sarasota County                   | 387             |                           | Upper             |
| Staffed Branch (1)                | 1              | Nolensville Branch                 | 7220 Nolensville Rd           |              | Nolensville      | TN           | 37135      | 37135-9503  | Williamson County                 | 2611            |                           | Upper             |
| Staffed Branch (1)                | 1              | North 58 Branch                    | 1420 Hwy 58                   |              | Chattanooga      | TN           | 37416      | 37416-3015  | Hamilton County                   | 2550            |                           | Middle            |
| Staffed Branch (1)                | 1              | North Asheville Branch             | 918 Merrimon Ave              |              | Asheville        | NC           | 28804      | 28804-2360  | Buncombe County                   | 1676            |                           | Upper             |
| Staffed Branch (1)                | 1              | North Chattanooga Branch           | 1 Cherokee Blvd               |              | Chattanooga      | TN           | 37405      | 37405-3804  | Hamilton County                   | 2550            |                           | Moderate          |
| Staffed Branch (1)                | 1              | North Highland Branch              | 2076 N Highland Ave           |              | Jackson          | TN           | 38305      | 38305-4821  | Madison County                    | 2574            |                           | Middle            |
| Staffed Branch (1)                | 1              | North Lewis Branch                 | 403 N Lewis St                |              | New Iberia       | LA           | 70563      | 70563-2013  | Iberia Parish                     | 1146            |                           | Upper             |
| Staffed Branch (1)                | 1              | North Naples Branch                | 2180 Immoakalee Rd            |              | Naples           | FL           | 34110      | 34110-1421  | Collier County                    | 339             |                           | Upper             |
| Staffed Branch (1)                | 1              | North Olive Branch                 | 605 N Olive Ave               |              | West Palm Beach  | FL           | 33401      | 33401-4005  | Palm Beach County                 | 379             |                           | Moderate          |
| Staffed Branch (1)                | 1              | North Ridge Branch                 | 6511 Falls of Neuse Rd        |              | Raleigh          | NC           | 27615      | 27615-6814  | Wake County                       | 1757            |                           | Moderate          |
| Staffed Branch (1)                | 1              | North Roosevelt Branch             | 3618 N Roosevelt Blvd         |              | Key West         | FL           | 33040      | 33040-4226  | Monroe County                     | 373             |                           | Upper             |
| Staffed Branch (1)                | 1              | North Shore Branch                 | 2076 Town Center Blvd         |              | Knoxville        | TN           | 37922      | 37922-6677  | Knox County                       | 2564            |                           | Upper             |
| Staffed Branch (1)                | 1              | North Trenton Branch               | 1327 N Trenton St             |              | Ruston           | LA           | 71270      | 71270-2323  | Lincoln Parish                    | 1154            |                           | Upper             |

FIRST HORIZON BANK BRANCHES  
(As of March 5, 2022)

| BranchType (select one from list) | BranchTypeCode | PopularBranchName                      | AddressLine1                   | AddressLine2 | AddressCity       | AddressState | AddressZIP | AddressZIP4 | BranchCounty(select)              | AddressCountyID | BranchCertificationNumber | IncomeDesignation |
|-----------------------------------|----------------|--|--------------------------------|--------------|-------------------|--------------|------------|-------------|-----------------------------------|-----------------|---------------------------|-------------------|
| Staffed Branch (1)                | 1              | Northgate Branch                       | 2173 Northgate Park Ln         |              | Chattanooga       | TN           | 37415      | 37415-6928  | Hamilton County                   | 2550            |                           | Upper             |
| Staffed Branch (1)                | 1              | Northgate Mall Branch                  | 1516 N Gregson St              |              | Durham            | NC           | 27701      | 27701-1155  | Durham County                     | 1697            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Northwest Newton Branch                | 2675 Northwest Blvd            |              | Newton            | NC           | 28658      | 28658-3746  | Catawba County                    | 1683            |                           | Middle            |
| Staffed Branch (1)                | 1              | O.C. Haley Blvd Branch                 | 1409 Oretha Castle Haley Blvd  |              | New Orleans       | LA           | 70113      | 70113-1248  | Orleans Parish                    | 1159            |                           | Low               |
| Staffed Branch (1)                | 1              | Oberlin                                | 2127 Clark Ave                 |              | Raleigh           | NC           | 27605      | 27605-1605  | Wake County                       | 1757            |                           | Upper             |
| Staffed Branch (1)                | 1              | Ocean Reef Branch                      | 35 Ocean Reef Dr               |              | Key Largo         | FL           | 33037      | 33037-5259  | Monroe County                     | 373             |                           | Upper             |
| Staffed Branch (1)                | 1              | Odium Station Branch                   | 4336 N Liberty St              |              | Winston-Salem     | NC           | 27106      | 27106-2820  | Forsyth County                    | 1699            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Oil Center Branch                      | 463 Heymann Blvd               |              | Lafayette         | LA           | 70503      | 70503-2616  | Lafayette Consolidated Government | 1151            |                           | Middle            |
| Staffed Branch (1)                | 1              | Oliver Road Branch                     | 1300 Oliver Rd                 |              | Monroe            | LA           | 71201      | 71201-5018  | Ouachita Parish                   | 1160            |                           | Upper             |
| Staffed Branch (1)                | 1              | Onancock Branch                        | 62 Market St                   |              | Onancock          | VA           | 23417      | 23417-1910  | Accomack County                   | 2994            |                           | Upper             |
| Staffed Branch (1)                | 1              | One Glenwood Branch                    | 1 Glenwood Ave                 |              | Raleigh           | NC           | 27603      | 27603-2578  | Wake County                       | 1757            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Ooltewah Branch                        | 9312 Apison Pike               |              | Ooltewah          | TN           | 37363      | 37363-8629  | Hamilton County                   | 2550            |                           | Upper             |
| Staffed Branch (1)                | 1              | Opelousas Branch                       | 428 E Landry St                |              | Opelousas         | LA           | 70570      | 70570-6126  | St. Landry Parish                 | 1172            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Orange Mound Branch                    | 2284 Lamar Ave                 |              | Memphis           | TN           | 38114      | 38114-6608  | Shelby County                     | 2596            |                           | Low               |
| Staffed Branch (1)                | 1              | Oxford Branch                          | 200 Williamsboro St            |              | Oxford            | NC           | 27565      | 27565-3331  | Granville County                  | 1704            |                           | Middle            |
| Staffed Branch (1)                | 1              | Palm Beach Island Branch               | 180 Royal Palm Way             |              | Palm Beach        | FL           | 33480      | 33480-4215  | Palm Beach County                 | 379             |                           | Upper             |
| Staffed Branch (1)                | 1              | Palm Beach Lakes Branch                | 1645 Palm Beach Lakes Blvd     |              | West Palm Beach   | FL           | 33401      | 33401-2204  | Palm Beach County                 | 379             |                           | Middle            |
| Staffed Branch (1)                | 1              | Palmer Ranch Branch                    | 8181 S Tamiami Trail           |              | Sarasota          | FL           | 34231      | 34231-6849  | Sarasota County                   | 387             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Pan American Branch                    | 801 Poydras St                 |              | New Orleans       | LA           | 70130      | 70130-6001  | Orleans Parish                    | 1159            |                           | Upper             |
| Staffed Branch (1)                | 1              | Park Place Branch                      | 1249 Ridgeway Rd               |              | Memphis           | TN           | 38119      | 38119-5316  | Shelby County                     | 2596            |                           | Upper             |
| Staffed Branch (1)                | 1              | Parkway Branch                         | 1766 W Lamar Alexander Pkwy    |              | Maryville         | TN           | 37801      | 37801-3784  | Blount County                     | 2522            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Parkway Commons Branch                 | 3038 Columbia Ave              |              | Franklin          | TN           | 37064      | 37064-7424  | Williamson County                 | 2611            |                           | Upper             |
| Staffed Branch (1)                | 1              | Parkway Village Branch                 | 3180 S Parkins Rd              |              | Memphis           | TN           | 38118      | 38118-4353  | Shelby County                     | 2596            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Pasadena Branch                        | 1777 Pasadena Ave S            |              | Saint Petersburg  | FL           | 33707      | 33707-2031  | Pinellas County                   | 381             |                           | Upper             |
| Staffed Branch (1)                | 1              | Patrick County Branch                  | 114 W Blue Ridge St            |              | Stuart            | VA           | 24171      | 24171-1579  | Patrick County                    | 2963            |                           | Middle            |
| Staffed Branch (1)                | 1              | Peachtree Corners                      | 200 Scientific Dr              |              | Peachtree Corners | GA           | 30092      | 30092-2904  | Gwinnett County                   | 463             |                           | Upper             |
| Staffed Branch (1)                | 1              | Pelham Road Branch                     | 3401 Pelham Rd                 |              | Greenville        | SC           | 29615      | 29615-4104  | Greenville County                 | 2428            |                           | Upper             |
| Staffed Branch (1)                | 1              | Peters Creek Branch                    | 3151 Peters Creek Pkwy         |              | Winston-Salem     | NC           | 27127      | 27127-4713  | Forsyth County                    | 1699            |                           | Moderate          |
| Staffed Branch (1)                | 1              | PGA                                    | 2000 PGA Blvd                  |              | North Palm Beach  | FL           | 33408      | 33408-2722  | Palm Beach County                 | 379             |                           | Middle            |
| Staffed Branch (1)                | 1              | Pigeon Forge Branch                    | 3104 Teaster Ln                |              | Pigeon Forge      | TN           | 37863      | 37863-3025  | Sevier County                     | 2595            |                           | Middle            |
| Staffed Branch (1)                | 1              | Pinot Mountain Branch                  | 616 S Key St                   |              | Pinot Mountain    | NC           | 27041      | 27041-8900  | Surry County                      | 1751            |                           | Upper             |
| Staffed Branch (1)                | 1              | Pine Island Branch                     | 1920 Simmslow Rd               |              | Saint James City  | FL           | 33366      | 33366-1908  | Lee County                        | 384             |                           | Middle            |
| Staffed Branch (1)                | 1              | Pine Ridge Branch                      | 1905 Pine Ridge Rd             |              | Naples            | FL           | 34109      | 34109-2133  | Collier County                    | 339             |                           | Upper             |
| Staffed Branch (1)                | 1              | Pine St Branch                         | 215 N Pine St                  |              | Spartanburg       | SC           | 29302      | 29302-1665  | Spartanburg County                | 2447            |                           | Upper             |
| Staffed Branch (1)                | 1              | Pinecrest Branch                       | 9579 S Daise Hwy               |              | Pinecrest         | FL           | 33156      | 33156-2802  | Miami-Dade County                 | 341             |                           | Upper             |
| Staffed Branch (1)                | 1              | Pinhook Branch                         | 2200 W Pinhook Rd              |              | Lafayette         | LA           | 70508      | 70508-3232  | Lafayette Consolidated Government | 1151            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Pittsboro Branch                       | 88 Hillsboro St                |              | Pittsboro         | NC           | 27312      | 27312-5891  | Chatham County                    | 1684            |                           | Middle            |
| Staffed Branch (1)                | 1              | Plantation Branch                      | 150 S Pine Island Rd           |              | Plantation        | FL           | 33324      | 33324-2665  | Broward County                    | 334             |                           | Upper             |
| Staffed Branch (1)                | 1              | Poahontas Branch                       | 205 E Rice St                  |              | Poahontas         | AR           | 72455      | 72455-3453  | Randolph County                   | 165             |                           | Middle            |
| Staffed Branch (1)                | 1              | Ponte Vedra Branch                     | 250 A1A N                      |              | Ponte Vedra Beach | FL           | 32082      | 32082-1778  | St. Johns County                  | 384             |                           | Upper             |
| Drive-in (2)                      | 2              | Poplar Drive-In Branch                 | 315 Poplar Ave                 |              | Memphis           | TN           | 38103      | 38103-1907  | Shelby County                     | 2596            |                           | Middle            |
| Staffed Branch (1)                | 1              | Poplar-Plaza Branch                    | 3409 Poplar Ave                |              | Memphis           | TN           | 38111      | 38111-4654  | Shelby County                     | 2596            |                           | Upper             |
| Staffed Branch (1)                | 1              | Powell Branch                          | 2121 W Emory Rd                |              | Powell            | TN           | 37849      | 37849-3704  | Knox County                       | 2564            |                           | Middle            |
| Staffed Branch (1)                | 1              | Preston Road                           | 8201 Preston Rd                |              | Dallas            | TX           | 75225      | 75225-6203  | Dallas County                     | 2649            |                           | Upper             |
| Staffed Branch (1)                | 1              | Providencia Branch                     | 401 S Mount Juliet Rd          |              | Mount Juliet      | TN           | 37122      | 37122-6359  | Wilson County                     | 2612            |                           | Middle            |
| Staffed Branch (1)                | 1              | Prytanis Branch                        | 4909 Prytanis St               |              | New Orleans       | LA           | 70115      | 70115-4017  | Orleans Parish                    | 1159            |                           | Upper             |
| Staffed Branch (1)                | 1              | Pulaski Heights Branch                 | 5800 R St                      |              | Little Rock       | AR           | 72207      | 72207-4416  | Pulaski County                    | 154             |                           | Upper             |
| Staffed Branch (1)                | 1              | Raleigh Branch                         | 3225 Austin Peay Hwy           |              | Memphis           | TN           | 38128      | 38128-4634  | Shelby County                     | 2596            |                           | Middle            |
| Staffed Branch (1)                | 1              | Ramsey Branch                          | 4841 Ramsey St                 |              | Fayetteville      | NC           | 28311      | 28311-1601  | Cumberland County                 | 1691            |                           | Middle            |
| Staffed Branch (1)                | 1              | Red Bank Branch                        | 3932 Dayton Blvd               |              | Chattanooga       | TN           | 37415      | 37415-2716  | Hamilton County                   | 2550            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Reidville Road Branch                  | 2680 Reidville Rd              |              | Spartanburg       | SC           | 29301      | 29301-3535  | Spartanburg County                | 2447            |                           | Upper             |
| Staffed Branch (1)                | 1              | Reynolds Road Branch                   | 2801 Reynolds Rd               |              | Winston-Salem     | NC           | 27106      | 27106-3101  | Forsyth County                    | 1699            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Ridgelake Branch                       | 2900 Ridgelake Dr              |              | Metairie          | LA           | 70002      | 70002-4923  | Jefferson Parish                  | 1149            |                           | Upper             |
| Drive-in (2)                      | 2              | Ridgelake Drive-Up                     | 3351 N Causeway Blvd           |              | Metairie          | LA           | 70002      | 70002-3823  | Jefferson Parish                  | 1149            |                           | Upper             |
| Staffed Branch (1)                | 1              | Ringgold Branch                        | 5038 Alabama Hwy               |              | Ringgold          | GA           | 30736      | 30736-2434  | Coconino County                   | 419             |                           | Middle            |
| Staffed Branch (1)                | 1              | Riverview Branch                       | 5121 N Roberto St              |              | Durham            | NC           | 27704      | 27704-1420  | Durham County                     | 1697            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Rodney Parkam Branch                   | 1801 N Rodney Parkam Rd        |              | Little Rock       | AR           | 72214      | 72214-1144  | Fulton County                     | 154             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Roswell Branch                         | 1010 Mansell Rd                |              | Roswell           | GA           | 30076      | 30076-8882  | Fulton County                     | 454             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Roxboro South Madison Boulevard Branch | 207 S Madison Blvd             |              | Roxboro           | NC           | 27573      | 27573-5427  | Person County                     | 1738            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Ruston Branch                          | 400 N Vienna St                |              | Ruston            | LA           | 71270      | 71270-3868  | Lincoln Parish                    | 1154            |                           | Upper             |
| Staffed Branch (1)                | 1              | S. Asheville Branch                    | 1751 Hendersonville Rd         |              | Asheville         | NC           | 28803      | 28803-3272  | Buncombe County                   | 1676            |                           | Upper             |
| Staffed Branch (1)                | 1              | S. Tampa Branch                        | 612 S Dale Mabry Hwy           |              | Tampa             | FL           | 33609      | 33609-3964  | Hillsborough County               | 357             |                           | Middle            |
| Staffed Branch (1)                | 1              | Sam Ridley Branch                      | 471 Sam Ridley Pkwy W          |              | Smyma             | TN           | 37167      | 37167-5626  | Rutherford County                 | 2592            |                           | Middle            |
| Staffed Branch (1)                | 1              | Sarasota Main Branch                   | 783 S Orange Ave               |              | Sarasota          | FL           | 34236      | 34236-4702  | Sarasota County                   | 387             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Scott Branch                           | 200 Westgate Rd                |              | Lafayette         | LA           | 70506      | 70506-2711  | Lafayette Consolidated Government | 1151            |                           | Middle            |
| Staffed Branch (1)                | 1              | Seagrove Branch                        | 204 E Main St                  |              | Seagrove          | NC           | 27341      | 27341-8247  | Randolph County                   | 1741            |                           | Middle            |
| Staffed Branch (1)                | 1              | Senatobia Main Branch                  | 207 E Main St                  |              | Senatobia         | MS           | 38668      | 38668-2141  | Tate County                       | 1595            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Setters Trace Branch                   | 1332 Settlers Trace Blvd       |              | Lafayette         | LA           | 70508      | 70508-6060  | Lafayette Consolidated Government | 1151            |                           | Upper             |
| Staffed Branch (1)                | 1              | Sevierville Branch                     | 300 E Main St                  |              | Sevierville       | TN           | 37862      | 37862-3518  | Sevier County                     | 2595            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Signal Mountain Branch                 | 11307 Taft Hwy                 |              | Signal Mountain   | TN           | 37377      | 37377-3207  | Hamilton County                   | 2550            |                           | Upper             |
| Staffed Branch (1)                | 1              | Siler City Branch                      | 300 E Raleigh St               |              | Siler City        | NC           | 27344      | 27344-3202  | Chatham County                    | 1684            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Six Forks Branch                       | 8816 Six Forks Rd              |              | Raleigh           | NC           | 27615      | 27615-2983  | Wake County                       | 1757            |                           | Upper             |
| Staffed Branch (1)                | 1              | Slidell Branch                         | 2060 Gause Blvd E              |              | Slidell           | LA           | 70461      | 70461-5431  | St. Tammany Parish                | 1175            |                           | Upper             |
| Staffed Branch (1)                | 1              | Smith Mountain Lake Branch             | 113264 Booker T Washington Hwy |              | Hardy             | VA           | 24101      | 24101-3946  | Franklin County                   | 2928            |                           | Middle            |
| Staffed Branch (1)                | 1              | Soddy-Daisy Branch                     | 137 Harrison Ln                |              | Soddy-Daisy       | TN           | 37379      | 37379-4832  | Hamilton County                   | 2550            |                           | Middle            |
| Staffed Branch (1)                | 1              | South Beach                            | 1501 Alton Rd                  |              | Miami Beach       | FL           | 33139      | 33139-3301  | Miami-Dade County                 | 341             |                           | Moderate          |
| Staffed Branch (1)                | 1              | South Boston Branch                    | 410 Main St                    |              | South Boston      | VA           | 24592      | 24592-3222  | Halifax County                    | 2936            |                           | Middle            |
| Staffed Branch (1)                | 1              | South Broad Branch                     | 3604 Tennessee Ave             |              | Chattanooga       | TN           | 37409      | 37409-1044  | Hamilton County                   | 2550            |                           | Low               |
| Staffed Branch (1)                | 1              | South Grove Branch                     | 7555 Mountain Grove Dr         |              | Knoxville         | TN           | 37920      | 37920-6754  | Knox County                       | 2564            |                           | Middle            |
| Staffed Branch (1)                | 1              | South Knoxville Branch                 | 4416 Chapman Hwy               |              | Knoxville         | TN           | 37920      | 37920-4357  | Knox County                       | 2564            |                           | Moderate          |
| Staffed Branch (1)                | 1              | South Miami Branch                     | 1515 Sunset Dr                 |              | Coral Gables      | FL           | 33143      | 33143-5878  | Miami-Dade County                 | 341             |                           | Upper             |
| Staffed Branch (1)                | 1              | South Square Branch                    | 1238 University Dr             |              | Dayton            | NC           | 27707      | 27707-2547  | Durham County                     | 1697            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Southaven Branch                       | 815 Goodman Rd E               |              | Southaven         | MS           | 38671      | 38671-9529  | De Soto County                    | 1543            |                           | Upper             |
| Staffed Branch (1)                | 1              | Southern Pines Branch                  | 495 Pinehurst Ct               |              | Southern Pines    | NC           | 28387      | 28387-7027  | Moore County                      | 1728            |                           | Middle            |
| Staffed Branch (1)                | 1              | Southwood Branch                       | 5844 14th St W                 |              | Bradenton         | FL           | 34207      | 34207-4005  | Manatee County                    | 349             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Sparta Branch                          | 469 W Bookman Way              |              | Sparta            | TN           | 38583      | 38583-1831  | White County                      | 2610            |                           | Middle            |
| Staffed Branch (1)                | 1              | Spring Hill Branch                     | 4938 Columbia Pike             |              | Spring Hill       | TN           | 37174      | 37174-9238  | Williamson County                 | 2611            |                           | Upper             |
| Staffed Branch (1)                | 1              | Springhill Mobile Branch               | 15 W 165 Service Rd N          |              | Mobile            | AL           | 36608      | 36608-1201  | Mobile County                     | 76              |                           | Upper             |
| Staffed Branch (1)                | 1              | St. Bethlehem Branch                   | 2786 Wilma Rudolph Blvd        |              | Clarksville       | TN           | 37040      | 37040-5897  | Montgomery County                 | 2580            |                           | Middle            |
| Staffed Branch (1)                | 1              | St. Charles Branch                     | 3412 Saint Charles Ave         |              | New Orleans       | LA           | 70115      | 70115-4536  | Orleans Parish                    | 1159            |                           | Upper             |
| Staffed Branch (1)                | 1              | State Street Branch                    | 800 State St                   |              | Bristol           | TN           | 37620      | 37620-2280  | Sullivan County                   | 2599            |                           | Middle            |
| Staffed Branch (1)                | 1              | Statesville Branch                     | 1829 E Broad St                |              | Statesville       | NC           | 28625      | 28625-4307  | Iredell County                    | 1714            |                           | Middle            |

FIRST HORIZON BANK BRANCHES  
(As of March 5, 2022)

| BranchType (select one from list) | BranchTypeCode | PopularBranchName                | AddressLine1                   | AddressLine2 | AddressCity      | AddressState | AddressZIP | AddressZIP4 | BranchCounty(select)              | AddressCountyID | BranchCertificationNumber | IncomeDesignation |
|-----------------------------------|----------------|----------------------------------|--------------------------------|--------------|------------------|--------------|------------|-------------|-----------------------------------|-----------------|---------------------------|-------------------|
| Staffed Branch (1)                | 1              | Stonecrest Branch                | 1115 Stonecrest Blvd           |              | Tega Cay         | SC           | 29708      | 29708-6555  | York County                       | 2451            |                           | Upper             |
| Staffed Branch (1)                | 1              | Strada Place                     | 9132 Strada Pl                 |              | Naples           | FL           | 34108      | 34108-2942  | Collier County                    | 339             |                           | Upper             |
| Staffed Branch (1)                | 1              | Stratford Road Branch            | 500 S Stratford Rd             |              | Winston-Salem    | NC           | 27103      | 27103-1807  | Forsyth County                    | 1699            |                           | Upper             |
| Staffed Branch (1)                | 1              | Sugar Land Branch                | 5079 Sweetwater Blvd           |              | Sugar Land       | TX           | 77479      | 77479-3464  | Fort Bend County                  | 2691            |                           | Upper             |
| Staffed Branch (1)                | 1              | Tavernier Branch                 | 91980 Overseas Hwy             |              | Tavernier        | FL           | 33070      | 33070-2632  | Monroe County                     | 373             |                           | Upper             |
| Staffed Branch (1)                | 1              | Texas Street Branch              | 320 Texas St                   |              | Shreveport       | LA           | 71101      | 71101-3623  | Caddo Parish                      | 1132            |                           | Low               |
| Staffed Branch (1)                | 1              | The Village Of Germantown Branch | 7820 Walking Horse Cir         |              | Germantown       | TN           | 38138      | 38138-2143  | Shelby County                     | 2596            |                           | Upper             |
| Staffed Branch (1)                | 1              | Thompson Lane Branch             | 635 Thompson Ln                |              | Nashville        | TN           | 37204      | 37204-3616  | Davidson County                   | 2536            |                           |                   |
| Staffed Branch (1)                | 1              | Thompson/Memorial Branch         | 123 W Thompson Ln              |              | Murfreesboro     | TN           | 37129      | 37129-1223  | Rutherford County                 | 2592            |                           | Upper             |
| Staffed Branch (1)                | 1              | Tower Branch                     | 200 W Congress St              |              | Lafayette        | LA           | 70501      | 70501-6873  | Lafayette Consolidated Government | 1151            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Tremholm Branch                  | 4640 Forest Dr                 |              | Columbia         | SC           | 29206      | 29206-4610  | Richland County                   | 2445            |                           | Upper             |
| Staffed Branch (1)                | 1              | Triangle Park Branch             | 2008 E NC Hwy 54               |              | Durham           | NC           | 27713      | 27713-2238  | Durham County                     | 1697            |                           | Middle            |
| Staffed Branch (1)                | 1              | Trinity Branch                   | 8000 Trinity Rd                |              | Cordova          | TN           | 38018      | 38018-6204  | Shelby County                     | 2596            |                           | Upper             |
| Staffed Branch (1)                | 1              | Union Grove Branch               | 1439 W Memorial Hwy            |              | Harmony          | NC           | 28634      | 28634-9323  | Iredell County                    | 1714            |                           | Middle            |
| Staffed Branch (1)                | 1              | University-Johnson City Branch   | 1500 W State Of Franklin Rd    |              | Johnson City     | TN           | 37604      | 37604-6555  | Washington County                 | 2607            |                           | Upper             |
| Staffed Branch (1)                | 1              | University Knoxville Branch      | 1832 Cumberland Ave            |              | Knoxville        | TN           | 37916      | 37916-3010  | Knox County                       | 2564            |                           | Low               |
| Staffed Branch (1)                | 1              | University Mall Branch           | 201 S Estes Dr                 |              | Chapel Hill      | NC           | 27514      | 27514-7001  | Orange County                     | 1733            |                           | Upper             |
| Staffed Branch (1)                | 1              | University Parkway Branch        | 2815 University Pkwy           |              | Sarasota         | FL           | 34243      | 34243-4201  | Manatee County                    | 369             |                           | Middle            |
| Staffed Branch (1)                | 1              | University Winston-Salem Branch  | 225 E Hanes Mill Rd            |              | Winston-Salem    | NC           | 27105      | 27105-3614  | Forsyth County                    | 1699            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Vestavia Branch                  | 613 Montgomery Hwy             |              | Vestavia Hills   | AL           | 35216      | 35216-1809  | Jefferson County                  | 64              |                           | Upper             |
| Staffed Branch (1)                | 1              | Veterans Branch                  | 3801 Veterans Memorial Blvd    |              | Metairie         | LA           | 70002      | 70002-5601  | Jefferson Parish                  | 1149            |                           | Upper             |
| Staffed Branch (1)                | 1              | Viewmont Office                  | 1420 2nd St NE                 |              | Hickory          | NC           | 28601      | 28601-2553  | Catawba County                    | 1683            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Village Of Martinsville Branch   | 250 Commonwealth Blvd W        |              | Martinsville     | VA           | 24112      | 24112       | City of Martinsville              | 3014            |                           | Moderate          |
| Branch - Other (12)               | 12             | Virtual Branch                   | 2000 PGA Blvd                  |              | North Palm Beach | FL           | 33408      | 33408-2722  | Palm Beach County                 | 379             |                           | Middle            |
| Staffed Branch (1)                | 1              | Volunteer Parkway Branch         | 1155 Volunteer Pkwy            |              | Bristol          | TN           | 37620      | 37620-4664  | Sullivan County                   | 2599            |                           | Middle            |
| Staffed Branch (1)                | 1              | W Sam Peck Branch                | 12719 Cantrell Rd              |              | Little Rock      | AR           | 72223      | 72223-1603  | Pulaski County                    | 154             |                           | Upper             |
| Staffed Branch (1)                | 1              | Wake Forest Branch               | 12217 Capital Blvd             |              | Wake Forest      | NC           | 27587      | 27587-6200  | Wake County                       | 1757            |                           | Upper             |
| Staffed Branch (1)                | 1              | Walkertown Main Branch           | 2820 Old Hollow Rd             |              | Walkertown       | NC           | 27051      | 27051-9653  | Forsyth County                    | 1699            |                           | Middle            |
| Staffed Branch (1)                | 1              | Walnut Ridge Branch              | 121 SW 3rd St                  |              | Walnut Ridge     | AR           | 72476      | 72476-2337  | Lawrence County                   | 132             |                           | Middle            |
| Staffed Branch (1)                | 1              | Watkins-Frayer Branch            | 3391 N Watkins St              |              | Memphis          | TN           | 38127      | 38127-5521  | Shelby County                     | 2596            |                           | Low               |
| Staffed Branch (1)                | 1              | Watson Glen                      | 1214 Murfreesboro Rd           |              | Franklin         | TN           | 37064      | 37064-1302  | Williamson County                 | 2611            |                           | Upper             |
| Staffed Branch (1)                | 1              | Wedington Drive Branch           | 3430 W Wedington Dr            |              | Fayetteville     | AR           | 27204      | 27204-5730  | Washington County                 | 166             |                           | Middle            |
| Staffed Branch (1)                | 1              | West Cary Branch                 | 7705 Carpenter Fire Station Rd |              | Cary             | NC           | 27519      | 27519-8626  | Wake County                       | 1757            |                           | Upper             |
| Staffed Branch (1)                | 1              | West Cookeville Branch           | 389 W Jackson St               |              | Cookeville       | TN           | 38501      | 38501-3710  | Putnam County                     | 2588            |                           | Moderate          |
| Staffed Branch (1)                | 1              | West End Branch                  | 3011 W End Ave                 |              | Nashville        | TN           | 37203      | 37203-1344  | Davidson County                   | 2536            |                           | Middle            |
| Staffed Branch (1)                | 1              | West Franklin Branch             | 126 W Franklin St              |              | Crapell Hill     | NC           | 27516      | 27516-2516  | Orange County                     | 1733            |                           | Middle            |
| Staffed Branch (1)                | 1              | West Haven Branch                | 3900 Western Ave               |              | Knoxville        | TN           | 37921      | 37921-4451  | Knox County                       | 2564            |                           | Moderate          |
| Staffed Branch (1)                | 1              | West Main Branch                 | 249 W Main St                  |              | Lebanon          | TN           | 37087      | 37087-2732  | Wilson County                     | 2612            |                           | Middle            |
| Staffed Branch (1)                | 1              | West Main Rogersville Branch     | 210 W Main St                  |              | Rogersville      | TN           | 37857      | 37857-3618  | Hawkins County                    | 2554            |                           | Middle            |
| Staffed Branch (1)                | 1              | West Plano                       | 2500 Dallas Pkwy               |              | Plano            | TX           | 75093      | 75093-4867  | Collin County                     | 2655            |                           | Upper             |
| Staffed Branch (1)                | 1              | White Bridge Branch              | 23 White Bridge Rd             |              | Nashville        | TN           | 37205      | 37205-1402  | Davidson County                   | 2536            |                           | Upper             |
| Staffed Branch (1)                | 1              | White House Branch               | 2916 Hwy 31 W                  |              | White House      | TN           | 37188      | 37188-7913  | Sumner County                     | 2600            |                           | Middle            |
| Staffed Branch (1)                | 1              | Whites Creek Branch              | 4410 Whites Creek Pike         |              | Whites Creek     | TN           | 37189      | 37189-5109  | Davidson County                   | 2536            |                           | Middle            |
| Staffed Branch (1)                | 1              | Whitnel Branch                   | 1351 Norwood St SW             |              | Lenoir           | NC           | 28645      | 28645-6134  | Caldwell County                   | 1679            |                           | Moderate          |
| Staffed Branch (1)                | 1              | Wilkesboro Branch                | 2841 W US Hwy 421              |              | Wilkesboro       | NC           | 28697      | 28697-8639  | Wilkes County                     | 1762            |                           | Middle            |
| Staffed Branch (1)                | 1              | Winter Park Branch               | 840 S Denning Dr               |              | Winter Park      | FL           | 32789      | 32789-4734  | Orange County                     | 377             |                           | Moderate          |
| Staffed Branch (1)                | 1              | Wolf River Branch                | 2055 S Houston Levee           |              | Germantown       | TN           | 38139      | 38139-6901  | Shelby County                     | 2596            |                           | Upper             |
| Staffed Branch (1)                | 1              | Wolfchase Branch                 | 2750 N Germantown Pkwy         |              | Bartlett         | TN           | 38133      | 38133-6147  | Shelby County                     | 2596            |                           | Middle            |
| Staffed Branch (1)                | 1              | Woodcrest Branch                 | 2340 Woodcrest Pl              |              | Birmingham       | AL           | 35209      | 35209-1331  | Jefferson County                  | 64              |                           | Upper             |
| Staffed Branch (1)                | 1              | Woodstock Branch                 | 100 Springfield Dr             |              | Woodstock        | GA           | 30188      | 30188       | Cherokee County                   | 424             |                           | Middle            |
| Staffed Branch (1)                | 1              | Econom Branch                    | 4385 Poplar Avenue             |              | Memphis          | TN           | 38117      | 38117-3115  | Shelby County                     | 2596            |                           |                   |
| Staffed Branch (1)                | 1              | Yadkinville State Street Branch  | 200 S State St                 |              | Yadkinville      | NC           | 27055      | 27055-8208  | Yadkin County                     | 1764            |                           | Middle            |

# **PUBLIC EXHIBIT 5**

**SERIES G ARTICLES OF AMENDMENT**



**ARTICLES OF AMENDMENT  
OF THE  
RESTATED CHARTER  
OF  
FIRST HORIZON CORPORATION**

**Under Sections 48-16-102 and 48-20-106 of the Tennessee Business Corporation Act**

The undersigned, being a duly authorized officer of First Horizon Corporation (the "Corporation"), acting pursuant to Sections 48-16-102 and 48-20-106 of the Tennessee Business Corporation Act, hereby certifies as follows:

1. The name of the Corporation is FIRST HORIZON CORPORATION.
2. The Restated Charter is hereby amended by the addition of a new section to Article 10 stating the number, designation, relative rights, preferences and limitations of a new series of preferred stock as fixed by the Board of Directors, which section shall read in its entirety as follows:

**(g) Non-Cumulative Perpetual Preferred Stock, Series G**

(1) Designation and Number of Shares. There is hereby created out of the authorized and unissued shares of Preferred Stock of the Corporation a series of Preferred Stock designated as the "Perpetual Convertible Preferred Stock, Series G" (hereinafter called "Series G Preferred Stock") initially consisting of 4,935.6945 shares. Shares of outstanding Series G Preferred Stock that are redeemed, purchased or otherwise acquired by the Corporation shall, after such redemption, purchase or acquisition, be cancelled and shall revert to authorized but unissued shares of Preferred Stock undesignated as to series until such shares are once more designated as part of a particular series by the Board of Directors. Shares of Series G Preferred Stock that are converted in accordance with the terms hereof, purchased or otherwise acquired by the Corporation shall be cancelled and shall revert to authorized but unissued shares of Preferred Stock undesignated as to series.

(2) Standard Provisions. The Standard Provisions contained in Annex G attached hereto are incorporated herein by reference in their entirety and shall be deemed to be a part of this Article 10(g) to the same extent as if such provisions had been set forth in full herein.

(3) Definitions. The following terms are used in this Article 10(g) (including the Standard Provisions in Annex G hereto) as defined below:

"Board of Directors" means the Board of Directors of the Corporation or any duly authorized committee thereof.

"Common Stock" means the common stock, par value \$0.625 per share, of the Corporation.

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“Junior Stock” means (A) the Common Stock and (B) any other class or series of capital stock of the Corporation now or hereafter authorized, issued or outstanding that, by its terms, does not expressly provide that it ranks *pari passu* with or senior to the Series G Preferred Stock as to distributions upon the liquidation, dissolution or winding-up of the Corporation.

“Preferred Stock” means any and all series of preferred stock, having no par value, of the Corporation, including the Series B, the Series C, the Series D, the Series E, the Series F and the Series G Preferred Stock.

“Series B Preferred Stock” means the 6.625% Fixed-to-Floating Non-Cumulative Perpetual Preferred Stock, Series B, of the Corporation.

“Series C Preferred Stock” means the 6.60% Fixed-to-Floating Non-Cumulative Perpetual Preferred Stock, Series C, of the Corporation.

“Series D Preferred Stock” means the 6.100% Fixed-to-Floating Non-Cumulative Perpetual Preferred Stock, Series D, of the Corporation.

“Series E Preferred Stock” means the Non-Cumulative Perpetual Preferred Stock, Series E, of the Corporation.

“Series F Preferred Stock” means the Non-Cumulative Perpetual Preferred Stock, Series F, of the Corporation.

“Series G Liquidation Amount” means \$100,000 per share of Series G Preferred Stock.

(4) Certain Voting Matters. Holders of shares of Series G Preferred Stock will be entitled to one vote for each such share on any matter on which holders of Series G Preferred Stock are entitled to vote, including any action by written consent.

3. The foregoing amendment to the Restated Charter was authorized by the Board of Directors (by duly authorized resolution on February 27, 2022) and by the Board’s duly authorized senior executive officer on February 27, 2022, without shareholder approval, as such was not required.

4. The foregoing amendment will be effective upon filing of the Articles of Amendment with the Secretary of State of the State of Tennessee.

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DATED: February 27, 2022

FIRST HORIZON CORPORATION

By: /s/ Clyde A. Billings, Jr.

Clyde A. Billings, Jr., Corporate Secretary

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**STANDARD PROVISIONS SERIES G**

Section 1. General Matters. Each share of Series G Preferred Stock shall be identical in all respects to every other share of Series G Preferred Stock. The Series G Preferred Stock shall be perpetual, subject to the provisions of Section 5 of these Standard Provisions that form a part of the Articles of Amendment.

Section 2. Definitions. As used herein with respect to the Series G Preferred Stock:

“Appropriate Federal Banking Agency” means the “appropriate federal banking agency” with respect to the Corporation as defined in Section 3(q) of the Federal Deposit Insurance Act (12 U.S.C. § 1813(q)), or any successor provision.

“Articles of Amendment” means the Articles of Amendment relating to the Series G Preferred Stock, of which these Standard Provisions form a part, as it may be amended from time to time.

“Business Day” means each weekday that is not a legal holiday in New York, New York and is not a day on which banking institutions in New York, New York are authorized or obligated by law, regulation or executive order to close.

“Bylaws” means the Bylaws of the Corporation, as may be amended from time to time.

“Conversion Event” means (a) following the termination of the Merger Agreement in accordance with its terms, the expiration or early termination of the applicable waiting period, if any, under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (and receipt of any other governmental approvals) to the extent required with respect to any conversion of the Series G Preferred Stock into Common Stock (“Applicable Conversion Approvals”) or (b) the closing of the transactions contemplated by the Merger Agreement.

“Conversion Rate” means for each share of Series G Preferred Stock, 5,574.136 shares of Common Stock; provided that the Conversion Rate shall be 4,000 shares of Common Stock for each share of Series G Preferred Stock in the event the Merger Agreement is terminated (1) pursuant to Section 8.1(b) of the Merger Agreement in the event of failure to receive a Requisite Regulatory Approval (as defined in the Merger Agreement) or any final nonappealable order, injunction, decree or other legal restraint that relates to a Requisite Regulatory Approval; (2) pursuant to Section 8.1(c) of the Merger Agreement at a time when the closing conditions in Section 7.1(c) and/or Section 7.1(d) of the Merger Agreement (to the extent any such order, injunction, decree, law, statute, rule or regulation relates to a Requisite Regulatory Approval) have not been satisfied; provided, that a breach of the Merger Agreement by the Corporation has not led to either of such conditions not being satisfied; or (3) by the Corporation pursuant to Section 8.1(d) of the Merger Agreement for any breach or failure by Parent (as defined in

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the Merger Agreement), which resulted in, or contributed in a material respect to, the failure to receive a Requisite Regulatory Approval.

“Liquidation Preference” means, with respect to any class or series of capital stock of the Corporation, the amount otherwise payable upon such class or series of capital stock in connection with any distribution upon the liquidation, dissolution or winding-up of the Corporation (assuming no limitation on the assets of the Corporation available for such distribution), including an amount equal to any declared but unpaid dividends (and in the case of any holder of capital stock on which dividends accrue on a cumulative basis, an amount equal to any unpaid, accrued, cumulative dividends, whether or not declared, as applicable).

“Merger Agreement” means that certain Agreement and Plan of Merger, dated as of February 27, 2022 (as may be amended, supplemented or modified from time to time), by and among the Corporation, The Toronto-Dominion Bank, TD Bank US Holding Company and Falcon Holdings Acquisition Co.

“Original Issue Date” means the first date on which any share of Series G Preferred Stock is issued and outstanding.

“Parity Stock” means any other class or series of capital stock of the Corporation now or hereafter authorized, issued or outstanding that, by its terms, expressly provides that it ranks *pari passu* with the Series G Preferred Stock as to distributions upon the liquidation, dissolution or winding-up of the Corporation. Each of the Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock and Series F Preferred Stock is a Parity Stock. “Redemption Date” has the meaning set forth in Section 5(b).

“Redemption Depository” has the meaning set forth in Section 5(e).

“Redemption Price” means an amount equal to the Series G Liquidation Amount plus the per share amount of any declared but unpaid dividends on the Series G Preferred Stock prior to the Redemption Date (but with no amount in respect of any dividends that have not been declared prior to the Redemption Date).

“Regulatory Capital Treatment Event” means the good faith determination by the Corporation that, as a result of (i) any amendment to, clarification of, or change in, the laws or regulations of the United States or any political subdivision of or in the United States that is enacted or becomes effective after the initial issuance of any share of Series G Preferred Stock, (ii) any proposed change in those laws or regulations that is announced or becomes effective after the initial issuance of any share of Series G Preferred Stock, or (iii) any official administrative decision or judicial decision or administrative action or other official pronouncement interpreting or applying those laws or regulations that is announced after the initial issuance of any share of Series G Preferred Stock, there is more than an insubstantial risk that the Corporation will not be entitled to treat the full Series G Liquidation Amount of Series G Preferred Stock then outstanding as “tier I capital” (or its equivalent) for purposes of the capital adequacy

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guidelines of the Board of Governors of the Federal Reserve System (or, as and if applicable, the capital adequacy guidelines or regulations of any successor Appropriate Federal Banking Agency) as then in effect and applicable.

“Restated Charter” means the Restated Charter of the Corporation, as may be amended from time to time.

“Standard Provisions” means these Standard Provisions that form a part of the Articles of Amendment.

“Voting Parity Stock” means, with regard to any matter as to which the holders of Series G Preferred Stock are entitled to vote as specified in Section 6, any and all series of Parity Stock having voting rights equivalent to those described in Section 6(c). Each of the Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock and Series F Preferred Stock is a Voting Parity Stock.

Section 3. Dividends. Holders of Series G Preferred Stock shall not be entitled to receive any dividends in respect of such shares; provided that in the event that the Merger Agreement is terminated in accordance with its terms but a Conversion Event has not yet occurred, if the Board of Directors or any duly authorized committee thereof authorizes and declares a dividend on the Corporation’s Common Stock (a “Common Dividend”), the Board of Directors or such committee shall declare and authorize an equivalent dividend on any Series G Preferred Stock then outstanding (a “Participating Dividend”) such that (1) the record date and the payment date for such Participating Dividend occur on the same respective date as the record date and payment date for such Common Dividend and (2) the kind and amount of consideration payable per share of Series G Preferred Stock in such Participating Dividend is the same kind and amount of consideration that would be payable in the Common Dividend in respect of the number of shares of Common Stock that would be issuable upon conversion of a share of Series G Preferred Stock (without regard to any limitations on convertibility) immediately prior to the record date for such Common Dividend. In the event that a Conversion Event occurs after the Common Dividend and Participating Dividend have been declared and authorized, the shares of Common Stock into which such Series G Preferred Stock have been converted shall be entitled to receive the Participating Dividend on the same payment date that the Series G Preferred Stock would have received such Participating Dividend if the Conversion Event had not occurred.

Section 4. Liquidation.

(a) Voluntary or Involuntary Liquidation. In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, holders of Series G Preferred Stock shall be entitled to receive out of assets of the Corporation or proceeds thereof available for distribution to stockholders of the Corporation, after satisfaction of liabilities or obligations to creditors and subject to the rights of holders of any securities ranking senior to the Series G Preferred Stock with respect to distributions upon the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, before any distribution of assets is made to holders of any Junior Stock, a liquidating distribution in an amount equal to (i) the Series G Liquidation Amount plus (ii) the per share amount of any declared and unpaid dividends on the Series G Preferred Stock prior to the date of payment of such liquidating distribution (but without any

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amount in respect of dividends that have not been declared prior to such payment date). After payment of the full amount of such liquidating distribution, the holders of Series G Preferred Stock shall not be entitled to any further participation in any distribution of assets of the Corporation.

(b) Partial Payment. In any distribution described in Section 4(a), if the assets of the Corporation or proceeds thereof are not sufficient to pay in full the Liquidation Preference to all holders of Series G Preferred Stock and all Parity Stock, the amounts paid to the holders of Series G Preferred Stock and to the holders of all Parity Stock shall be paid *pro rata* in accordance with the respective aggregate Liquidation Preferences of the Series G Preferred Stock and all other series of Parity Stock.

(c) Residual Distributions. If the Liquidation Preference has been paid in full to all holders of Series G Preferred Stock and the Liquidation Preference has been paid in full on all Parity Stock, the holders of any Junior Stock shall be entitled to receive all remaining assets of the Corporation or proceeds thereof according to their respective rights and preferences.

(d) Merger, Consolidation or Other Business Combination. For purposes of this Section 4, the merger, consolidation or other business combination of the Corporation with or into any other entity, or by another entity with or into the Corporation, including a merger, consolidation or other business combination in which the holders of Series G Preferred Stock receive cash, securities or property for their shares, or the sale, lease, exchange or transfer of all or substantially all of the property or assets of the Corporation (for cash, securities or other property), shall not constitute a liquidation, dissolution or winding-up of the Corporation.

#### Section 5. Redemption.

(a) Mandatory Redemption: Sinking Fund. The Series G Preferred Stock is perpetual and has no maturity date. The Series G Preferred Stock is not subject to any mandatory redemption, sinking fund or other similar provisions. The holders of the Series G Preferred Stock shall not have the right to require the redemption or repurchase of the Series G Preferred Stock.

(b) Optional Redemption. The Corporation may, at its option through a resolution duly adopted by the Board of Directors, redeem the Series G Preferred Stock at a price per share equal to the Redemption Price (1) in whole or in part, from time to time, on or after February 28, 2027 or (2) in whole, but not in part, at any time within 90 days following the occurrence of a Regulatory Capital Treatment Event. The Redemption Price shall be payable to the holders of any shares of Series G Preferred Stock redeemed on the date fixed for such redemption (the "Redemption Date") against the surrender of the certificate(s) evidencing such shares to the Corporation or its agent, if the shares of Series G Preferred Stock are issued in certificated form.

(c) Notice of Redemption. If any shares of Series G Preferred Stock are to be redeemed, a notice of redemption shall be given by first class mail to the holders of record of Series G Preferred Stock to be redeemed at their respective last addresses appearing on the books of the Corporation. Such notice shall be mailed at least 30 days and no more than 60 days before the applicable Redemption Date for such shares. Each such notice of redemption shall include a statement setting forth: (1) the Redemption Date for such shares of Series G Preferred Stock; (2)

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the number of shares of Series G Preferred Stock to be redeemed and, if less than all the shares held by such holder are to be redeemed, the number of such shares to be redeemed from such holder; (3) the Redemption Price; and (4) the place or places where the certificates evidencing shares of Series G Preferred Stock are to be surrendered for payment of the Redemption Price. Any notice of redemption mailed or otherwise delivered as provided in this Section 5(c) shall be conclusively presumed to have been duly given, whether or not any holder of Series G Preferred Stock receives such notice. Failure to duly give notice by mail or otherwise pursuant to this Section 5(c), or any defect in such notice or in the mailing or provision of such notice, to any holder of shares of Series G Preferred Stock designated for redemption shall not affect the validity of the proceedings for the redemption of any other shares of Series G Preferred Stock.

(d) Partial Redemption. In case of any redemption of only part of the shares of Series G Preferred Stock at the time outstanding, the shares of Series G Preferred Stock to be redeemed shall be selected either *pro rata*, by lot or in such other manner as the Corporation, through a resolution duly adopted by the Board of Directors, may determine to be fair and equitable.

(e) Effectiveness of Redemption. If notice of redemption has been duly given and if on or before the Redemption Date specified in such notice all funds necessary for the redemption have been set aside by the Corporation, separate and apart from its other assets, in trust for the *pro rata* benefit of the holders of the shares of Series G Preferred Stock called for redemption, so as to be and continue to be available therefor, or deposited by the Corporation with a bank or trust company selected by the Corporation (the "Redemption Depository") in trust for the *pro rata* benefit of the holders of the shares called for redemption, then, notwithstanding that any certificate for any share so called for redemption has not been surrendered for cancellation, on and after the Redemption Date all shares of Series G Preferred Stock called for redemption shall cease to be outstanding, all dividends with respect to such shares of Series G Preferred Stock shall cease to accrue after such Redemption Date, and all rights with respect to such shares shall forthwith on such Redemption Date cease and terminate, except only the right of the holders thereof to receive the amount payable on such redemption from the Redemption Depository at any time after the applicable Redemption Date from the funds so deposited, without interest. The Corporation shall be entitled to receive, from time to time, from the Redemption Depository any interest accrued on such funds, and the holders of any shares called for redemption shall have no claim to any such interest. Any funds so deposited and unclaimed at the end of two years from the applicable Redemption Date shall, to the extent permitted by law, be released or repaid to the Corporation, and in the event of such repayment to the Corporation, the holders of record of the shares of Series G Preferred Stock called for redemption shall thereafter, as unsecured general creditors of the Corporation, look only to the Corporation for the payment of an amount equivalent to the amount deposited as stated above for the redemption of such shares, but shall in no event be entitled to any interest.

(f) Limitations Under Applicable Law. If then required under the capital adequacy guidelines or regulations of the Board of Governors of the Federal Reserve System (or, if and as applicable, the capital adequacy guidelines or regulations of any successor Appropriate Federal Banking Agency), any redemption of all or part of the Series G Preferred Stock is subject to the receipt by the Corporation of any required prior approval by the Board of Governors of the Federal Reserve System (or such successor Appropriate Federal Banking Agency).

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Section 6. Voting Rights.

(a) General. Except as provided below or as expressly required by law, the holders of shares of Series G Preferred Stock shall have no voting power, and no right to vote on any matter at any time, either as a separate series or class or together with any other series or class of shares of capital stock of the Corporation, and shall not be entitled to call a meeting of the holders of any series or class of capital stock of the Corporation for any purpose, nor shall they be entitled to participate in any meeting of the holders of the Common Stock. Each holder of Series G Preferred Stock shall have one vote per share on any matter on which holders of Series G Preferred Stock are entitled to vote, including when acting by written consent.

(b) Supermajority Voting Rights. So long as any shares of Series G Preferred Stock remain outstanding, in addition to any other vote or consent of stockholders required by law or the Restated Charter, the affirmative vote or consent of the holders of at least two-thirds of all of the shares of Series G Preferred Stock at the time outstanding and entitled to vote thereon, voting separately as a single class, shall be required to:

(i) authorize or increase the authorized amount of, or issue any additional shares of, Series G Preferred Stock or any class or series of capital stock of the Corporation ranking senior to the Series G Preferred Stock with respect to payment of dividends or as to distributions upon the liquidation, dissolution or winding-up of the Corporation, or issue any obligation or security convertible into or evidencing the right to purchase, any such class or series of capital stock of the Corporation;

(ii) amend the provisions of the Restated Charter or Bylaws so as to significantly and adversely affect the special powers, preferences, privileges or rights of the Series G Preferred Stock, taken as a whole; or

(iii) consummate a binding share-exchange or reclassification involving the Series G Preferred Stock, or a merger or consolidation of the Corporation with or into another entity, unless the shares of Series G Preferred Stock (A) remain outstanding, (B) are converted into or exchanged for preference securities of the surviving entity or any entity controlling such surviving entity and such new preference securities have terms that are not materially less favorable than those of the Series G Preferred Stock or (C) in connection with the closing of the transactions contemplated by the Merger Agreement, are converted into shares of common stock of the surviving entity or any entity controlling such surviving entity;

*provided, however,* that, for all purposes of this Section 6(b), the authorization, creation and issuance, or an increase in the authorized or issued amount of, Junior Stock or any series of Preferred Stock, or any securities convertible into or exchangeable or exercisable for Junior Stock or any series of Preferred Stock, that by its terms expressly provides that it ranks *pari passu* with the Series G Preferred Stock with respect to the payment of dividends (whether such dividends are cumulative or non-cumulative) and as to distributions upon the liquidation, dissolution or winding-up of the Corporation shall not be deemed to significantly and adversely affect the powers, preferences, privileges or rights of Series G Preferred Stock, and shall not

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require the affirmative vote or consent of, the holders of any outstanding shares of Series G Preferred Stock.

(c) Changes after Provision for Redemption. The voting rights provided in this Section 6 shall not apply if, at or prior to the time when the act with respect to which such vote or consent would otherwise be required shall be effected, all outstanding shares of Series G Preferred Stock have been redeemed or called for redemption upon proper notice and sufficient funds have been set aside in accordance with Section 5(e).

(d) Procedures for Voting and Consents. The rules and procedures for calling and conducting any meeting of the holders of Series G Preferred Stock (including, without limitation, the fixing of a record date in connection therewith), the solicitation and use of proxies at such a meeting, the obtaining of written consents and any other aspect or matter with regard to such a meeting or such consents shall be governed by any rules the Board of Directors, in its discretion, may adopt from time to time, which rules and procedures shall conform to the requirements of the Restated Charter, the Bylaws, applicable law and any national securities exchange or other trading facility on which the Series G Preferred Stock is listed or traded at the time. Whether the vote or consent of the holders of a majority or other portion of the shares of Series G Preferred Stock and any Voting Parity Stock has been cast or given on any matter on which the holders of shares of Series G Preferred Stock are entitled to vote shall be determined by the Corporation by reference to the respective liquidation preference amounts of the shares of Series G Preferred Stock and Voting Parity Stock voted or covered by the consent.

Section 7. Conversion.

(a) Upon the occurrence of a Conversion Event, all of the shares of Series G Preferred Stock shall be automatically converted into shares of Common Stock at the applicable Conversion Rate (provided that in no event will the shares of Series G Preferred Stock be convertible into shares of Common Stock, whether pursuant to the foregoing provision of this paragraph (a) and/or paragraph (b) below, representing in the aggregate more than 4.9% of the total issued and outstanding Common Stock (taking into account the shares of Common Stock resulting from such conversion)); provided further that if the Conversion Event is the closing of the transactions contemplated by the Merger Agreement, all of the shares of Series G Preferred Stock shall be treated as provided in the Merger Agreement.

(b) Following termination of the Merger Agreement, if the initial holder (or any direct or indirect subsidiary thereof) of the shares of Series G Preferred Stock transfers any such shares to an unaffiliated third party, all of such shares of Series G Preferred Stock shall be automatically converted upon the consummation of such transfer into shares of Common Stock at the applicable Conversion Rate; provided that if such unaffiliated third party requires any Applicable Conversion Approvals, the conversion shall automatically occur upon receipt of any such Applicable Conversion Approvals or any transfer to another unaffiliated third party (subject to any Applicable Conversion Approvals required by any subsequent transferee).

(c) The Corporation shall at all times reserve and keep available out of its authorized and unissued Common Stock, solely for issuance upon the conversion of shares of Series G Preferred Stock as provided in the Articles of Amendment, free from any preemptive or other

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similar rights, the maximum number of shares of Common Stock as may be issuable upon a Conversion Event.

(d) All shares of Common Stock delivered upon conversion of the Series G Preferred Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests and other encumbrances (other than liens, charges, security interests and other encumbrances created by any holders).

(e) Prior to a Conversion Event, if the Corporation shall (1) subdivide its outstanding shares of Common Stock into a greater number of shares of Common Stock, (2) issue shares of Common Stock or other securities or property of the Corporation (or options, warrants or rights to purchase Common Stock or other securities or property of the Corporation) as a dividend or distribution to all holders thereof, (3) combine its outstanding shares of Common Stock into a smaller number of shares of Common Stock or (4) issue or exchange, by merger, reclassification or otherwise, its shares of Common Stock for other securities of the Corporation (or any successor or parent company thereto) (for the avoidance of doubt, excluding the closing of the transactions contemplated by the Merger Agreement in which the shares of Series G Preferred Stock shall be treated as set forth in Section 7(a)), then the Conversion Rate and other terms of the Series G Preferred Stock in effect immediately prior thereto shall be adjusted so that a holder of any shares of Series G Preferred Stock shall be entitled to receive (upon the Conversion Event) a number and kind of shares of Common Stock or other securities or property that such holder of Series G Preferred Stock would have owned or been entitled to receive after the happening of any of the events described above had such shares of Series G Preferred Stock been converted immediately prior to the happening of such event or any record date with respect thereto. An adjustment so made shall become effective on the date of the dividend payment, subdivision, combination or issuance retroactive to the record date with respect thereto, if any, for such event. Such adjustments shall be made successively.

Section 8. Preemptive Rights. The holders of shares of Series G Preferred Stock shall have no preemptive rights with respect to any shares of the Corporation's capital stock or any of its other securities convertible into or carrying rights or options to purchase any such capital stock.

Section 9. Record Holders. To the fullest extent permitted by applicable law, the Corporation and the transfer agent for the Series G Preferred Stock may deem and treat the record holder of any share of Series G Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Corporation nor such transfer agent shall be affected by any notice to the contrary.

Section 10. Notices. All notices or communications in respect of the Series G Preferred Stock shall be sufficiently given if given in writing and delivered in person or by first class mail or if giving in such other manner as may be permitted herein, in the Restated Charter or Bylaws or by applicable law. Delivery of a notice or communication to the Company will be effective upon receipt. Delivery of a notice or communication to holders of shares of Series G Preferred Stock will be effective upon, in the case of personal delivery, receipt or, in the case of mailing, deposit in the mail, postage prepaid.

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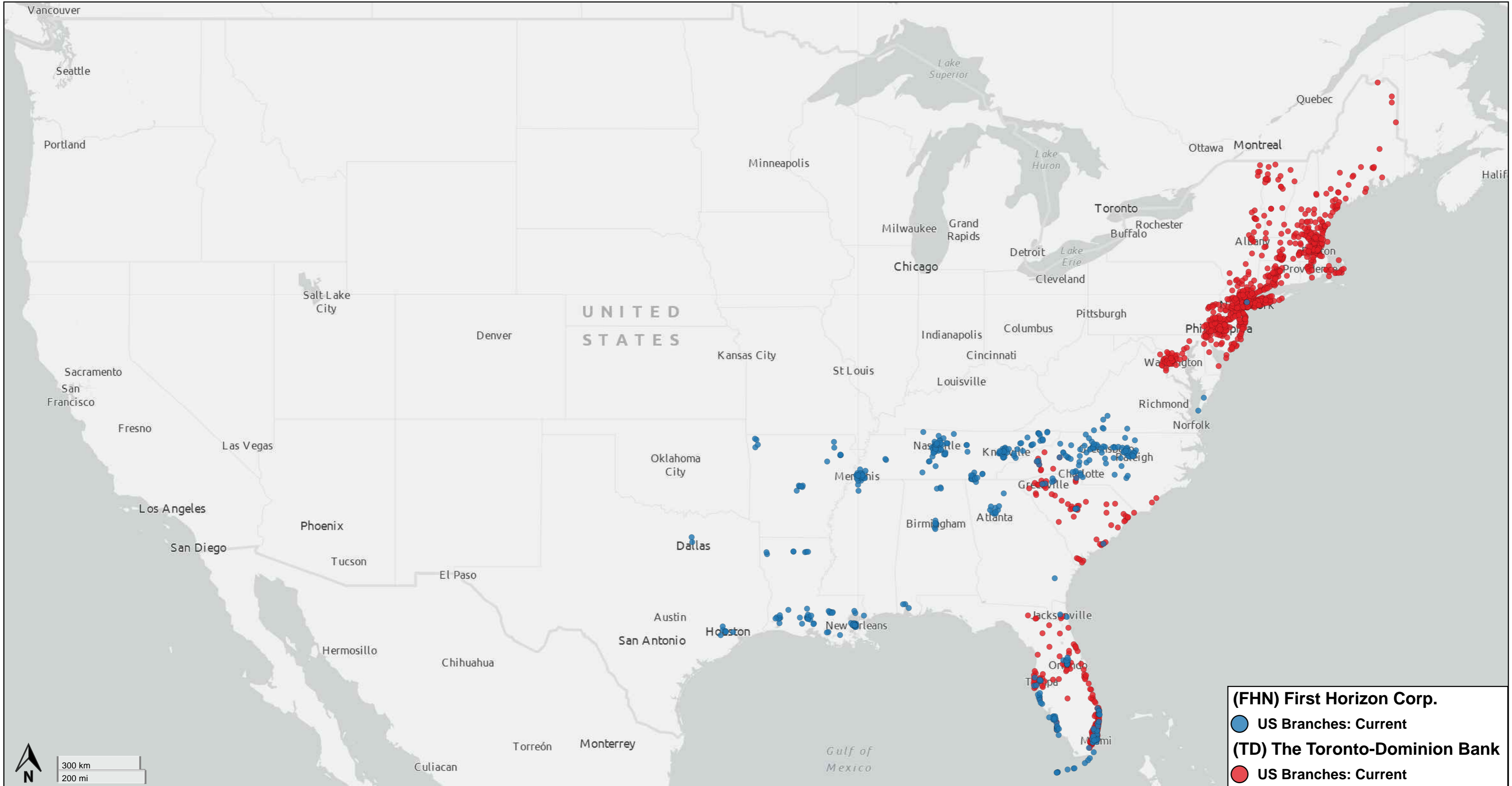
Section 11. Stock Certificates. The Corporation may at its option issue shares of Series G Preferred Stock without certificates.

Section 12. Other Rights. The Series G Preferred Stock shall not have any powers, preferences, privileges or rights other than as set forth herein or in the Restated Charter or as provided by applicable law.

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# **PUBLIC EXHIBIT 6**

**BRANCH MAP ILLUSTRATION**



**PUBLIC EXHIBIT 7**  
**DEPOSIT HHI SUMMARY TABLES**

## Summary of Deposit Market Shares and HHIs for Overlapping Federal Reserve Banking Markets

| Federal Reserve Banking Market   | Total Market Deposits (\$000) | HHI (1)    |             |       | Total Market Share (%) |                     |                 |
|----------------------------------|-------------------------------|------------|-------------|-------|------------------------|---------------------|-----------------|
|                                  |                               | Pre-Merger | Post-Merger | Delta | Pre-Merger (Buyer)     | Pre-Merger (Seller) | Post-Merger (2) |
| Asheville, NC                    | 11,731,353                    | 1,385      | 1,415       | 30    | 6.77                   | 1.88                | 8.65            |
| Charleston, SC                   | 23,574,845                    | 1,117      | 1,121       | 4     | 2.27                   | 0.60                | 2.87            |
| Charlotte, NC-SC                 | 318,959,688                   | 4,353      | 4,353       | 0     | 0.06                   | 0.25                | 0.32            |
| Columbia, SC                     | 30,014,127                    | 1,900      | 1,902       | 2     | 2.85                   | 0.35                | 3.20            |
| Fort Myers Area, FL              | 20,704,996                    | 943        | 943         | 0     | -                      | 5.32                | 5.32            |
| Greenville, SC                   | 24,807,056                    | 979        | 985         | 6     | 10.64                  | 0.23                | 10.86           |
| Hickory, NC                      | 6,284,614                     | 1,714      | 1,730       | 16    | 0.66                   | 11.32               | 11.98           |
| Jacksonville Area, FL            | 109,233,399                   | 3,954      | 3,954       | 0     | 0.69                   | 0.16                | 0.85            |
| Metro New York City, NY-NJ-CT-PA | 3,297,274,534                 | 959        | 959         | 0     | 3.06                   | 0.02                | 3.08            |
| Miami-Fort Lauderdale Area, FL   | 259,944,889                   | 810        | 824         | 14    | 2.68                   | 2.49                | 5.17            |
| Naples Area, FL                  | 22,569,906                    | 875        | 892         | 17    | 0.90                   | 9.23                | 10.13           |
| Orlando Area, FL                 | 80,943,158                    | 1,324      | 1,335       | 11    | 2.09                   | 2.05                | 4.13            |
| Sarasota Area, FL                | 28,839,907                    | 970        | 970         | 0     | 0.11                   | 2.32                | 2.43            |
| Spartanburg, SC                  | 7,311,799                     | 1,194      | 1,221       | 27    | 3.85                   | 3.14                | 6.98            |
| Tampa Bay Area, FL               | 139,024,190                   | 1,292      | 1,294       | 2     | 1.43                   | 0.38                | 1.81            |
| West Palm Beach Area, FL         | 69,679,368                    | 1,017      | 1,048       | 31    | 6.27                   | 2.30                | 8.57            |

Note:

(1) HHIs calculated using the Federal Reserve baseline deposit weightings: banks (100%), thrifts (50%), savings banks (50%) and credit unions (0%).



## Summary of Deposit Market Shares and HHIs for Overlapping Counties

| County           | Total Market Deposits (\$000) | HHI (1)    |             |       | Total Market Share (%) |                     |             |
|------------------|-------------------------------|------------|-------------|-------|------------------------|---------------------|-------------|
|                  |                               | Pre-Merger | Post-Merger | Delta | Pre-Merger (Buyer)     | Pre-Merger (Seller) | Post-Merger |
| Broward, FL      | 72,539,149                    | 1,318      | 1,327       | 9     | 3.74                   | 1.07                | 4.81        |
| Collier, FL      | 22,752,159                    | 870        | 887         | 17    | 0.89                   | 9.16                | 10.05       |
| Duval, FL        | 102,348,994                   | 4,327      | 4,327       | 0     | 0.74                   | 0.11                | 0.85        |
| Hillsborough, FL | 63,173,156                    | 1,112      | 1,115       | 3     | 1.59                   | 0.47                | 2.06        |
| Lee, FL          | 20,604,195                    | 941        | 941         | 0     | -                      | 5.35                | 5.35        |
| Miami-Dade, FL   | 185,995,553                   | 724        | 737         | 13    | 2.28                   | 2.81                | 5.10        |
| Orange, FL       | 53,820,644                    | 1,502      | 1,513       | 11    | 1.66                   | 2.54                | 4.20        |
| Palm Beach, FL   | 69,605,404                    | 1,016      | 1,048       | 32    | 6.28                   | 2.30                | 8.58        |
| Pinellas, FL     | 65,044,791                    | 2,709      | 2,710       | 1     | 1.19                   | 0.36                | 1.55        |
| Saint Johns, FL  | 5,874,098                     | 1,518      | 1,523       | 5     | 2.24                   | 1.04                | 3.28        |
| Sarasota, FL     | 18,503,017                    | 924        | 925         | 1     | 0.17                   | 2.77                | 2.95        |
| Seminole, FL     | 14,279,748                    | 1,094      | 1,103       | 9     | 1.41                   | 2.00                | 3.42        |
| Buncombe, NC     | 7,673,041                     | 1,336      | 1,381       | 45    | 7.18                   | 2.87                | 10.05       |
| Burke, NC        | 977,480                       | 2,064      | 2,112       | 48    | 4.24                   | 5.21                | 9.45        |
| New York, NY     | 2,161,898,611                 | 1,363      | 1,363       | 0     | 0.79                   | 0.03                | 0.82        |

| County          | Total Market Deposits (\$000) | HHI (1)    |             |       | Total Market Share (%) |                     |             |
|-----------------|-------------------------------|------------|-------------|-------|------------------------|---------------------|-------------|
|                 |                               | Pre-Merger | Post-Merger | Delta | Pre-Merger (Buyer)     | Pre-Merger (Seller) | Post-Merger |
| Charleston, SC  | 18,864,720                    | 1,192      | 1,197       | 5     | 2.54                   | 0.75                | 3.29        |
| Greenville, SC  | 17,114,414                    | 997        | 1,005       | 8     | 10.08                  | 0.33                | 10.41       |
| Richland, SC    | 23,366,719                    | 2,325      | 2,328       | 3     | 2.18                   | 0.45                | 2.62        |
| Spartanburg, SC | 5,887,800                     | 1,490      | 1,532       | 42    | 4.78                   | 3.89                | 8.67        |
| York, SC        | 4,813,334                     | 1,422      | 1,462       | 40    | 4.27                   | 3.37                | 7.63        |

Note:

(1) HHIs calculated using the Federal Reserve baseline deposit weightings: banks (100%), thrifts (50%), savings banks (50%) and credit unions (0%).

# **PUBLIC EXHIBIT 8**

## **SUMMARY SUPERVISORY STRESS TEST RESULTS**

**Table B.19. TD Group US Holdings LLC**

Projected stressed capital ratios, risk-weighted assets, losses, revenues, net income before taxes, and loan losses

Federal Reserve estimates: Severely adverse scenario

| Capital ratios, actual 2020:Q4 and projected 2021:Q1–2023:Q1 |                |                                      |         |
|--|----------------|--------------------------------------|---------|
| Percent  |                |                                      |         |
| Regulatory ratio   | Actual 2020:Q4 | Stressed capital ratios <sup>1</sup> |         |
|  |                | Ending                               | Minimum |
| Common equity tier 1 capital ratio                           | 17.0           | 15.3                                 | 15.2    |
| Tier 1 capital ratio   | 17.0           | 15.3                                 | 15.2    |
| Total capital ratio  | 18.3           | 16.3                                 | 16.3    |
| Tier 1 leverage ratio  | 8.3            | 7.5                                  | 7.5     |
| Supplementary leverage ratio                                 | 9.5            | 6.8                                  | 6.7     |

<sup>1</sup> The capital ratios are calculated using the same capital action assumptions provided within the Dodd-Frank Act stress test rules. See 12 C.F.R. § 252.56(b). These projections represent hypothetical estimates that involve an economic outcome that is more adverse than expected. The minimum capital ratios are for the period 2021:Q1 to 2023:Q1. Supplementary leverage ratio projections only include estimates for firms subject to Category I, II, or III standards.

| Projected loan losses, by type of loan, 2021:Q1–2023:Q1 |                     |   |
|---|---------------------|---|
| Loan type   | Billions of dollars | Portfolio loss rates (percent) <sup>1</sup> |
| Loan losses   | 9.9                 | 5.9   |
| First-lien mortgages, domestic                          | 0.6                 | 2.0   |
| Junior liens and HELOCs, domestic                       | 0.4                 | 5.8   |
| Commercial and industrial <sup>2</sup>                  | 2.2                 | 7.1   |
| Commercial real estate, domestic                        | 2.3                 | 7.8   |
| Credit cards  | 2.7                 | 19.7  |
| Other consumer <sup>3</sup>                             | 0.7                 | 2.7   |
| Other loans <sup>4</sup>                                | 1.0                 | 3.5   |

<sup>1</sup> Average loan balances used to calculate portfolio loss rates exclude loans held for sale, loans held for investment under the fair-value option, and Paycheck Protection Program (PPP) loans and are calculated over nine quarters.

<sup>2</sup> Commercial and industrial loans include small- and medium-enterprise loans and corporate cards.

<sup>3</sup> Other consumer loans include student loans and automobile loans.

<sup>4</sup> Other loans include international real estate loans.

| Risk-weighted assets, actual 2020:Q4 and projected 2023:Q1 |                |                   |
|--|----------------|-------------------|
| Billions of dollars  |                |                   |
| Item   | Actual 2020:Q4 | Projected 2023:Q1 |
| Risk-weighted assets <sup>1</sup>                          | 234.2          | 235.5             |

<sup>1</sup> For each quarter, risk-weighted assets are calculated under the Board's standardized capital risk-based approach in 12 C.F.R. pt. 217, subpt. D.

| Projected losses, revenue, and net income before taxes through 2023:Q1 |                       |  |
|--|-----------------------|--|
| Item   | Billions of dollars   | Percent of average assets <sup>1</sup> |
| Pre-provision net revenue  | 5.1                   | 1.0                                    |
| <i>equals</i>  |                       |  |
| Net interest income  | 19.5                  | 3.8                                    |
| Noninterest income   | 5.3                   | 1.0                                    |
| <i>less</i>  |                       |  |
| Noninterest expense <sup>2</sup>                                       | 19.6                  | 3.9                                    |
| Other revenue <sup>3</sup>   | 0.0                   |  |
| <i>less</i>  |                       |  |
| Provisions for loan and lease losses                                   | 8.4                   |  |
| Credit losses on investment securities (AFS/HTM) <sup>4</sup>          | 0.3                   |  |
| Trading and counterparty losses <sup>5</sup>                           | 0.0                   |  |
| Other losses/gains <sup>6</sup>  | 0.0                   |  |
| <i>equals</i>  |                       |  |
| Net income before taxes  | -3.5                  | -0.7                                   |
| <b>Memo items</b>  |                       |  |
| Other comprehensive income <sup>7</sup>                                | 0.0                   |  |
| <i>Other effects on capital</i>  | <i>Actual 2020:Q4</i> | <i>2023:Q1</i>                         |
| AOCI included in capital (billions of dollars)                         | 0.0                   | 0.0                                    |

<sup>1</sup> Average assets is the nine-quarter average of total assets.

<sup>2</sup> Noninterest expense includes losses from operational-risk events and other real estate owned (OREO) costs.

<sup>3</sup> Other revenue includes one-time income and (expense) items not included in pre-provision net revenue.

<sup>4</sup> For firms that have adopted ASU 2016-13, the Federal Reserve incorporated its projection of expected credit losses on securities in the allowance for credit losses.

<sup>5</sup> Trading and counterparty losses include mark-to-market and credit valuation adjustment (CVA) losses and losses arising from the counterparty default scenario component applied to derivatives, securities lending, and repurchase agreement activities.

<sup>6</sup> Other losses/gains include projected change in fair value of loans held for sale and loans held for investment measured under the fair-value option, and goodwill impairment losses.

<sup>7</sup> Other comprehensive income is only calculated for firms subject to Category I or II standards or firms that opt in to including accumulated other comprehensive income (AOCI) in their calculation of capital.



# 2021 Stress Test Results

6/28/21



# 2021 Stress Test Results

Company-run stress test demonstrates ability to navigate the Fed CCAR Severely Adverse Scenario while maintaining capital well above regulatory minimums

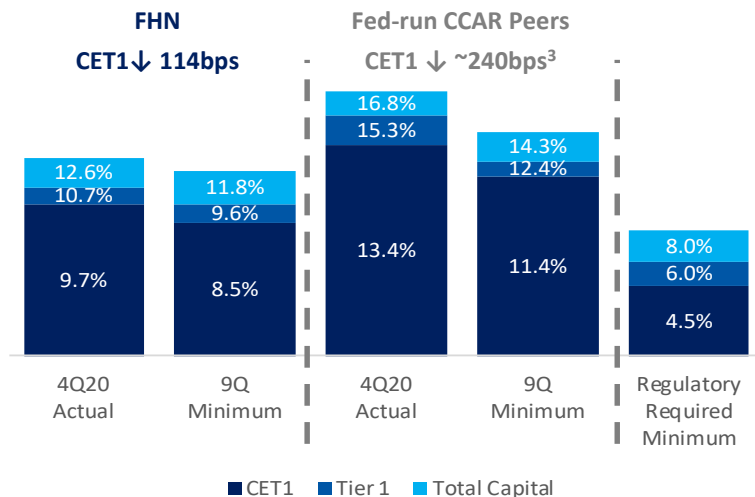
## CCAR Severely Adverse Scenario

- Severe global recession with heightened stress in commercial real estate and corporate debt markets
  - Real GDP down 4%
  - Unemployment increased to 10.8%
  - House prices down 24%
  - CRE prices down 40%
  - Equity prices down 55%

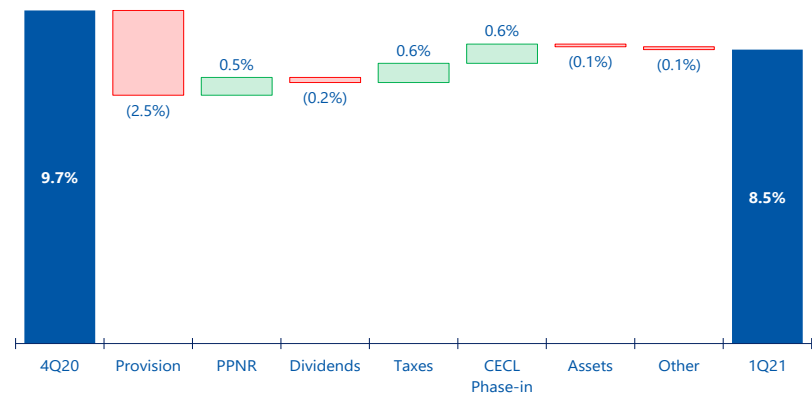
## Results and Key Assumptions

- Minimum CET1 of 8.5% exceeded regulatory minimum by 400 bps
- CET1 decline of 114bps compared to Fed-run CCAR peer<sup>1</sup> median of 240 bps
- 3.1% loss rate compared to Fed-run CCAR peer<sup>1</sup> median of 5.9%
- \$0.15/share quarterly common dividend
- Utilized CECL<sup>2</sup> methodology for allowance & losses; drove provision & capital into 1Q21

### Capital



### Drivers of Change in CET1



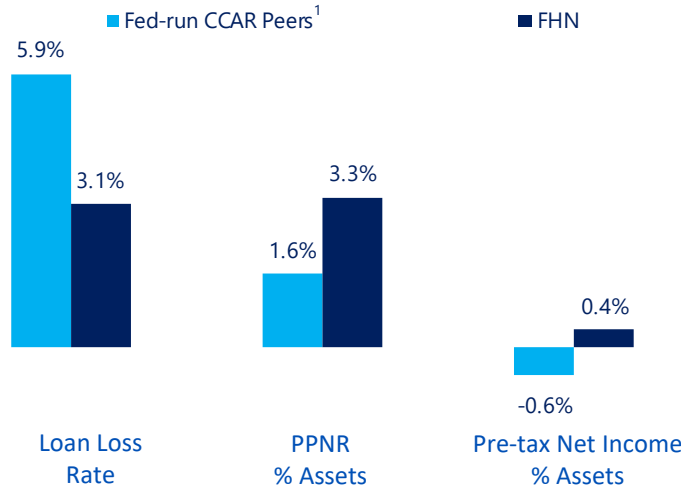
Based on Fed Comprehensive Capital Analysis and Review (CCAR) Severely Adverse scenario released February 12, 2021 using a flat (static) balance sheet over 9 quarter planning horizon from 1Q21 to 1Q23. <sup>1</sup>References to peer stress testing data represent the median 2021 CCAR results of 23 participating firms. <sup>2</sup>Company run results utilized Current Expected Credit Loss methodology vs. Fed methodology that sets allowance equal to the next four quarters of forecasted losses. <sup>3</sup>Median change in peer results may not equal difference from median starting point to median minimum. PPNR = Pre-Provision Net Revenue Source: Federal Reserve



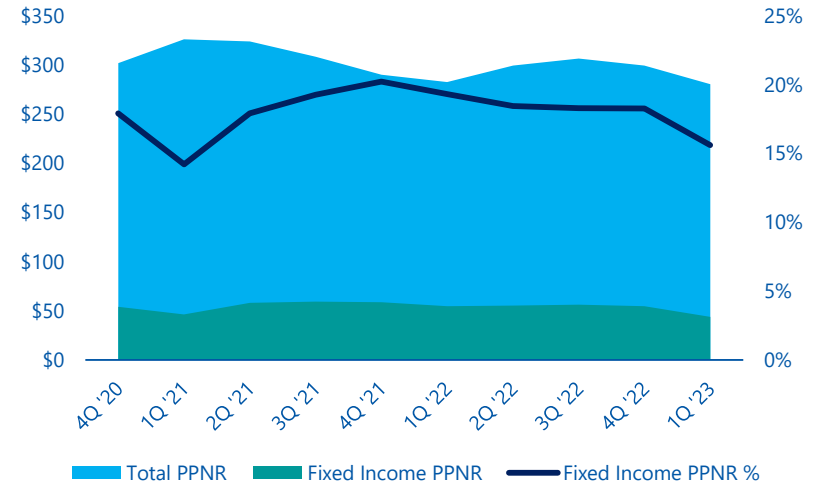
# 2021 Stress Test Results

Countercyclical businesses and favorable portfolio mix help First Horizon outperform peers in latest stress test

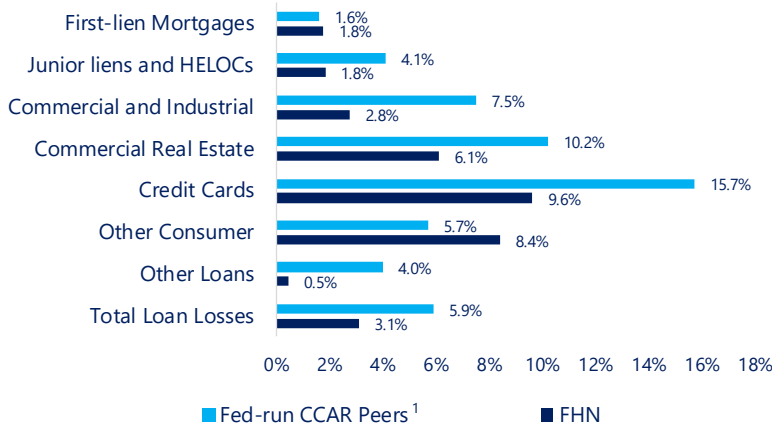
## Key Stress Test Ratios



## Fixed Income Contribution



## Overall Portfolio Loss Rates Lower than CCAR Median



- 9-quarter cumulative losses of \$1.7B; additional pre-tax loss capacity of ~\$3.4B to 4.5% CET1 capital regulatory requirement
- FHN's portfolio mix contributed to lower losses
  - Loans to mortgage companies had relatively low loss rates and represented ~9% of average loans
  - Credit card portfolio <0.5% of average loans

# **PUBLIC EXHIBIT 9**

**FIRST HORIZON COMMUNITY BENEFITS AGREEMENT**





**First Tennessee Bank**  
**National Community Reinvestment Coalition**

**Community Benefits Agreement**  
**2018 - 2022**

**March 2018**



## First Tennessee Bank Community Benefits Agreement 2018-2022

This Community Benefits Agreement (“Agreement”) articulates First Tennessee Bank’s (“FTB” or “Bank”) commitments to our communities for the January 1, 2018 through December 31, 2022 period. The Agreement covers the communities we serve across the Bank’s entire footprint in Tennessee, Mississippi, North Carolina, South Carolina, Florida, Virginia, Georgia and Texas. It considers feedback shared by and collaboration with the National Community Reinvestment Coalition (“NCRC”) and its members, FTB’s corporate and regional advisory Community Reinvestment Act (“CRA”) councils, and other internal and external sources. Successful execution of the Agreement will continue FTB’s solid performance in community investment with broadened access to relevant and effective products, solutions, and services for all members of the communities in our footprint.

The Bank agrees to meet the lending, investment, philanthropy and minority supplier spending commitments contained in this Agreement assuming there are sufficient and suitable opportunities, and as market conditions and factors affecting the Bank’s capacity to meet them allow.

### **Mortgage Lending**

The following mortgage lending commitments are for non-FHA originated loans on owner occupied, 1-4 family properties secured by a first lien on the property. (FHA loans are excluded because the Bank does not offer this product). **Baseline** amounts for all categories, except LMI Borrower Home Rehab, are the sum of legacy First Tennessee Bank’s 2014-2015 average loan volume – for all states except North Carolina - over the five year period of the Agreement plus the sum of legacy First Tennessee and legacy Capital Banks’ 2017 actual loan volume in North Carolina over the five year period. The **baseline** for LMI Borrower Home Rehab is based on 2017 actual lending volume for First Tennessee and Capital Banks because it better reflects the Banks’ lending model and volume for this category. See North Carolina Addendum on Page 11 for a separate breakdown of our commitments for this state. The **new commitment** amounts are the baseline amounts compounded 5% annually over the five year period of the Agreement.

These commitments can overlap with each other. For example, a home purchase loan to a low to moderate income (“LMI”) borrower of color in an LMI census tract can be credited against both categories.

### **Home Purchase**

Baseline home purchase lending to **LMI borrowers**: \$91,942,500

**New commitment: \$106,688,474** (baseline compounded 5% annually 2018-2022)

**Increase: 16%**

Baseline home purchase lending to **people of color**: \$166,752,500

**New commitment: \$193,496,693** (baseline compounded 5% annually 2018-2022)

**Increase: 16%**

Baseline home purchase lending in **LMI census tracts**: \$111,722,500  
**New commitment: \$129,640,841** (baseline compounded 5% annually 2018-2022)  
**Increase: 16%**

Baseline home purchase lending in **majority people of color census tracts**: \$51,842,500  
**New commitment: \$60,157,133** (baseline compounded 5% annually 2018-2022)  
**Increase: 16%**

### **Home Rehab/Improvement**

Baseline home rehab/improvement lending to **LMI borrowers**: \$6,295,000  
**New commitment: \$7,304,608** (baseline compounded 5% annually 2018-2022)  
**Increase: 16%**

Baseline home rehab/improvement lending to **people of color**: \$4,235,000  
**New commitment: \$4,914,220** (baseline compounded 5% annually 2018-2022)  
**Increase: 16%**

Baseline home rehab/improvement lending in **LMI census tracts**: \$7,352,500  
**New commitment: \$8,531,713** (baseline compounded 5% annually 2018-2022)  
**Increase: 16%**

Baseline home rehab/improvement lending in **majority people of color census tracts**: \$3,832,500  
**New commitment: \$4,447,166** (baseline compounded 5% annually 2018-2022)  
**Increase: 16%**

### **Geographies (Mortgage Lending)**

Sub-commitments exist for the following geographies for the above Home Purchase and Home Rehab/Improvement lending categories. They are based on FTB's internal share of the deposits in these markets and may be adjusted based on the supply of sufficient and suitable opportunities, market conditions, and factors affecting the Bank's lending capacity.

- Chattanooga, TN MSA
- Knoxville, TN MSA
- Memphis, TN MMSA
- Nashville, TN MSA
- Charlotte, NC MSA
- Raleigh, NC MSA
- Winston-Salem, NC MSA
- South Florida

### **Product Innovation (Mortgage Lending)**

- FTB is converting to Capital Bank's mortgage lending platform, and adopting its existing portfolio affordable home mortgage product. This product enables creditworthy first-time and current homebuyers an affordable entry point to homeownership. It includes, but is not limited to the following key features:
  - 30-year fixed rate with escrow available (variable rate not offered)

- Qualifying income less than 80% of the Estimated MSA/MD/non-MSA/MD Median Family income based on the subject property location.
- Independent of CLTV, borrower must contribute minimum of \$500 personal funds (no gifts) to closing.
- No private mortgage insurance required.
- Minimum credit score: 640
- Max DTI: 43%
- Maximum LTV: 100%

Adopting Capital Bank’s mortgage platform also enables legacy FTB to offer government-back mortgage loans. FTB will work with NCRC to explore options and the feasibility to offer other innovative and market responsive products.

- ❑ FTB currently partners with non-profit organizations in Memphis and Nashville to offer Individual Development Accounts (“IDA”) linked to home purchase down payments with matching funds. Expansion of this product to other markets is being explored. It had been placed on temporary hold due to the FTB/Capital Bank merger.
- ❑ The Bank is exploring an innovative partnership with an owner/operator of low income multi-family housing to help tenants establish or improve their credit score and put them on a path towards homeownership and traditional banking products and services. Options being explored include providing tenants a secured credit from which to make rental payments partially funded by the Bank with backing by the owner/operator of the property and IDAs.

### **Staffing (Mortgage Lending)**

- ❑ FTB will ensure adequate resources are available to support the Bank’s mortgage lending strategy. The staffing model, including the number, location and role(s) of the loan officers in the communities the Bank serves is being evaluated and will vary by market. This evaluation will ensure loan officers have individual goals for lending to LMI borrowers and will be compensated in a way that does not create a disincentive for working with customers with smaller mortgages, such as a higher base salary or compensating based on unit rather than percentage of loans.

### **Outreach (Mortgage Lending)**

- FTB will formalize a strategy focused on increasing the number of referral relationships with organizations that can offer denied mortgage applicants counseling that can help them become eligible for lending, as well as with counseling agencies offering first time homebuyer counseling.

### **Small Business Lending**

Except for the Lending to Businesses in LMI Tracts category, **baseline** amounts are the sum of legacy First Tennessee Bank’s 2014-2015 average loan volume – for all states except North Carolina - over the five year period of the Agreement plus the sum of legacy First Tennessee and legacy Capital Banks’ 2017 actual loan volume in North Carolina over the five year period. The **baseline** for LMI Tracts is based on 2017 actual lending volume for First Tennessee and Capital Banks because it better reflects the Banks’ lending model and volume for this category. See North Carolina Addendum on Page 11 for separate breakdown of our commitments for this state. The **new commitment** amounts are the baseline amounts compounded 5% annually over the five year period of the Agreement.

These commitments can overlap with each other. For example, a loan to a small business in an LMI census tract with annual revenue <= \$1 million can be credited against both categories.

Baseline small business lending to businesses in **LMI census tracts**: \$941,930,000

**New commitment: \$1,092,999,147** (baseline compounded 5% annually 2018-2022)

Increase: 16%

Baseline small business lending to businesses with <= **\$1 million in gross annual revenue**: \$680,952,265

**New commitment: \$790,165,134** (baseline compounded 5% annually 2018-2022)

Increase: 16%

### **Geographies (Small Business):**

Sub-commitments exist for the following geographies for the above Small Business Lending categories. They are based on FTB's internal share of the deposits in these markets and may be adjusted based on the supply of sufficient and suitable opportunities, market conditions and factors affecting the Bank's lending capacity.

- Chattanooga, TN MSA
- Knoxville, TN MSA
- Memphis, TN MMSA
- Nashville, TN MSA
- Charlotte, NC MSA
- Raleigh, NC MSA
- Winston-Salem, NC MSA
- South Florida

### **Product innovation (Small Business)**

The Bank is developing a program that offers small business loans to creditworthy borrowers in amounts less than \$50,000 (i.e., micro loans). The program envisions a streamlined application, documentation and approval process and relaxed underwriting/approval requirements. It may also include partnering with an external financial technology firm. Current plans are to initially offer this program in conjunction with FTB's partnership with the Operation HOPE Inside Small Business programs. Development of this program had commenced in 2017 but was temporarily put on hold due to the FTB/Capital Bank merger.

### **Staffing (Small Business)**

FTB will ensure adequate resources are available to support the Bank's small business lending strategy. The staffing model, including the number, location and role(s) of the loan officers in the communities the Bank serves is being evaluated and will vary by market. The evaluation will ensure loan officers will have individual goals for lending to small businesses, and will be compensated in a way that does not create a disincentive for working with customers with small businesses, such as a higher base salary or compensating based on unit rather than percentage of loan.

### **Outreach (Small Business)**

- FTB will continue to work with and expand support of Community Development Financial Institutions (CDFI) by setting up formal referral relationships from the Bank for businesses denied

or not yet ready for traditional bank financing similar to the arrangement the Bank has with Pathway Lending in Tennessee.

#### ❑ Minority Depository Institution Collaboration

In 2017, the Bank's CEO participated in the Office of the Comptroller of the Currency's Minority Depository Institutions ("MDI") and CDFI Collaboration Roundtable. This Roundtable provided an opportunity to engage in discussions highlighting the opportunities and challenges facing institutions focused on serving minority and/or lower-income customers and communities, minority and/or women owned businesses, or the underbanked.

Topics and ideas discussed ranged from the basics of banking (e.g., deposit funding, low cost investments, loan participations) to some innovative ideas for technical, educational, or resource support including:

- Access to the Bank's ATM network without fees or service charges
- Advice regarding BSA processes, controls and compliance
- Product marketing support
- Cybersecurity technical assistance
- Asset liability management technical assistance
- Providing Board members; executives on loan
- Volume purchase of equipment or supplies

The Roundtable helped provide a framework to assist banks interested in pursuing collaboration initiatives to connect with other institutions interested in the same types of potential partnering arrangements. First Tennessee Bank is among approximately 40 institutions that have agreed to participate in this 2018 initiative.\* FTB intends to continue this support beyond 2018.

\* Examples of support of MDIs and CDFIs the last two years has generally been limited to grants and equity-like investments in CDFIs in Tennessee and North Carolina, and an equity-like investment in and commercial loan participations with a Memphis minority owned bank. We continue to have dialogue regarding additional support for this bank and recently met with and exchanged ideas for supporting a Durham, NC minority owned bank.

### **Community Development Loans and Investments (CDLI)**

Annual baseline of previous CRA Plan: \$100,000,000

New annual baseline: \$288,811,899 (8.1%\* of 3-31-17 Tier 1 capital of combined FTB and Capital Bank)

**New commitment: \$1,444,059,045** (New annual baseline 2018-2022)

Increase: 189% (percentage increase over \$100,000,000 baseline)

\* According to NCRC, achieving this goal will result in FTB being an industry leader in community development lending and investing.

#### **Multifamily Lending**

Baseline multifamily lending (based on 2014 – 2015 average): \$38,640,000

**New commitment: \$44,837,000** (baseline compounded 5% annually 2018-2022)

Increase: 16%

The multi-family commitment is based on the average lending volume for both FTB and Capital Bank

as reported on their respective 2014-2015 HMDA LARs for projects located in LMI census tracts. Capital Bank numbers were included due to the nominal volume of FTB loans reported during the baseline period. Loans that benefit LMI families will range between 80% - 100% of this commitment.

Sub-commitments exist for the following geographies for CDLI and Multi-Family loans. They are based on FTB's internal share of the deposits in these markets and may be adjusted based on the supply of sufficient and suitable opportunities, market conditions and factors affecting the Bank's lending and investment capacity.

- Chattanooga, TN MSA
- Knoxville, TN MSA
- Memphis, TN MMSA
- Nashville, TN MSA
- Charlotte, NC MSA
- Raleigh, NC MSA
- Winston-Salem, NC MSA
- South Florida

Community development and multi-Family loans can overlap with each other. For example, a community development loan that provides multi-family housing for LMI individuals can be credited against both categories.

### **Staffing (CDLI)**

As part of developing the Target Operating Model for the combined FTB/Capital Bank, the Bank has enhanced and invested in the infrastructure of its CRA compliance division. Key actions taken or planned are as follows:

- An experienced and proven risk/compliance/audit professional and former OCC commissioned national bank examiner assumed leadership for Community Reinvestment Act and Fair Lending compliance.
- The previous CRA leader has transitioned to the role of Community Development Manager (CDM) for the Bank's West Tennessee/Mid-South market.
- The roles, responsibilities, capabilities and locations of the other five existing CDMs have been assessed and the following adjustments have been made:
  - The roles and responsibilities of the CDM position have been expanded and include measurable goals relative to the lending commitments contained in this Agreement.
  - The location of the Mid-Atlantic CDM position was moved from Winston-Salem, NC to Charlotte, NC and new externally hired CDM is in place.
  - CDM coverage of the Eastern Tennessee Region consists of a large market CDM located in Knoxville and a community banking CDM now located in Asheville, NC from Chattanooga previously. The previous CDM model did not differentiate coverage between large and community bank markets.
- The existing Nashville CDM remains in place.
- The Bank hired CDM for the south Florida market.
- All CDM positions are full time.

## **Focal areas (CDLI)**

First Tennessee will continue to:

- Increase investments in CDFIs and/or similar non-profit organizations, and will continue to offer and explore other long term flexible investments and EQ2s.
- Purchase loans from CDFIs or similar organizations consistent with the above CDL commitments and offer low cost deposits to CDFIs.
- Leverage its Corporate and Market CRA Advisory Councils and NCRC to help find ways to increase the ability of nonprofits to develop and preserve affordable housing. This may include offering a suite of loans and services including pre-development loans, construction loans, lines of credit or bridge loans.
- Improve the process for which nonprofits apply for community development and philanthropy opportunities. For example, the Bank recently discontinued its internally developed application process for grants from the Community Development Fund in favor of the vendor-supplied application system used by the First Tennessee Foundation. The vendor system is designed for this activity. It is more user friendly and efficient for the applicants and the Bank.
- Work with local nonprofits to determine the feasibility to increase investments and support for rural communities adjacent to the Bank's urban assessment areas in Tennessee and Florida.
- Expand its support of MDIs, CDFIs and women owned depository institutions as described above.
- Execute its strategy of investing in Low Income Housing Tax Credits and/or providing loans for these projects within the Bank's markets.
- Execute and expand its adult and small business financial education, counseling and empowerment program in partnership with Operation HOPE for the unbanked and underbanked segments of our communities.
- Execute and expand its youth and young adult education program with strategic partners. This program is taught by FTB volunteers using Operation HOPE curriculum.
- Support causes that address blight, improve infrastructure, develop the workforce, increase the capacity of non-profit organizations, the digital divide, rural areas, fair housing organizations, and healthcare services providers in LMI areas. This will be achieved directly and indirectly in conjunction with the execution of this Agreement and through the Bank's volunteer activities.

## **Philanthropy**

Previous Annual Baseline: \$3,000,000

New Annual Baseline: \$7,904,278 (Based on .1%\*\* of combined FTB and Capital Bank 3-31-17 assets)

**New Commitment:** \$39,521,392 (New annual baseline 2018-2022)

**Increase: 164%** (increase over \$3,000 baseline)

The Bank will meet the Philanthropy commitment through grants from its Community Development Fund, the First Tennessee Foundation and the sponsorship Bank's sponsorship budgets in each market.

\*\* According to NCRC, achieving this goal will result in FTB being an industry leader for its philanthropic activities.

## **Focal areas (Philanthropy)**

First Tennessee will:

- Increase support for housing counseling organizations.



- Continue to sponsor outreach, awareness, education, and/or training on fair lending/fair housing by sponsoring a state or local event with fair housing organizations.
- Consider opportunities to train FTB staff working with qualified Fair Housing organizations.
- Continue to support financial literacy and capability through our partnership with Operation Hope as described above under CDLI Focal Areas.
- Explore creating financial education materials that are user-friendly for communities with individuals with limited English proficiency, specifically Spanish and Creole, as the Bank grows in size and reach.
- Work with NCRC, and continue its efforts with the National Association of Real Estate Brokers and community groups on initiatives for increasing African American homeownership.
- Support a major non-profit capacity-building initiative.
- Devote a meaningful portion of the Bank's marketing and public relations budget to community development as our efforts to better reach LMI, people of color and women consumers and businesses evolve. This will include continuing/increasing:
  - Our existing partnership with a Memphis minority owned marketing and public relations firm.
  - Our existing partnerships with Knoxville and Chattanooga women owned public relations firms.
  - Grants to and participation with non-profit organizations to support or sponsor their outreach efforts and events.
  - The number of partnerships with local non-profit organizations, marketing and/or media companies that are owned by people of color or women. This includes exploring the feasibility of investing in firms that specialize in reaching these communities, including those where English is a second language.

First Tennessee will also continue its practice of initially allocating its annual philanthropic budget based on the Bank's internal share of the deposits in its markets and awarding grants to organizations based on need and impact. FTB will continue to generally avoid multi-year grants to allow for a greater distribution of funds and flexibility to address needs that arise.

### **Branch Distribution and Access-Basic Banking-Consumer Lending**

The following is in response to NCRC's request to detail FTB's initiative to achieve physical presence in neighborhoods without a physical (i.e., brick and mortar branch) presence:

FTB recognizes the diminishing role of and consumer demand for brick and mortar branches based on decreasing foot traffic and transactions but remains highly committed to continuing to serve LMI and minority consumers. To that end, various initiatives are being developed or explored to optimize the branch network without opening traditional branches while still providing value and advice to communities. This strategy leverages growing customer preference, including LMI consumers, for alternatives to traditional branches. The Bank will solicit feedback from various non-profit organizations to help optimize the execution of this strategy to help ensure it meets the needs of our communities. The following summarizes this strategy's framework:

#### **Digital Lead Generation**

- New digital lead generation tool allows bankers who are in communities to prioritize customer requests for financial advice.

- Customer information funnels into relationship management tools to provide structure (and reporting) of banker interactions with prospects in our communities.
- The above encourages appropriate value-add callbacks and advice with all customers who request information.

### **Structured Workforce Management**

- By segmenting time for bankers to leave the branch, bankers can provide more personal advice and service where customers live, work, play and worship.
- Leveraging customer data to balance the in-lobby customer experience with the ability to leave the branch and increase engagement.

### **Small and Flexible Physical Delivery**

- New, smaller branch archetypes allow for efficient delivery staffed by fully-trained bankers.
- Exploration of mobile (e.g., tablet) hardware to allow for bankers to provide increased services and advice remotely, thus increasing the geographic reach of traditional brick and mortar delivery models.
- Increased ATM functionality for transaction processing allows:
  - More bankers to be utilized in community development.
  - Higher density and more availability of services across all communities.

### **Opportunity for Remote Servicing**

- Customer usage data shows that community development activities (i.e., time spent) are inversely correlated to service needs of the branch lobby.
- Productivity will be managed by measuring time spent executing defined financial wellness programs such as FT@Work, OnCampus, MyCommunity, First Contact, and Military Coalition.
- The digital lead generator allows bankers to efficiently manage relationships and respond appropriately to a customer request for advice.

### **Plan Governance**

- FTB will provide semi-annual progress reports on this agreement, using a format mutually agreed upon with NCRC.
- FTB will continue to follow its existing internal and external governance and oversight framework for monitoring the effectiveness of and adherence to its CRA plans, strategies and goals, including those contained in this Agreement. This framework is comprised of:
  - Senior and executive management Working Groups and Committees
  - Board of Director Committees
  - Regular interaction with Market Presidents and their leadership teams
  - A Corporate CRA Advisory Council comprised of community executives and consumer advocates from government, non-profit and private organizations within the Bank's markets
  - CRA Advisory Councils in each of the Bank's major markets comprised of community leaders and consumer advocates from government, non-profit and private organizations

Please see the Appendix for a list of the above internal working groups and committees, and members of the Corporate and Market CRA Advisory Councils. Due to the Capital Bank merger, community leaders from the Mid-Atlantic and South Florida markets will be added to the Corporate Advisory

Council and a Market Advisory Council will be established for South Florida.

The Bank's West Tennessee/Mid-South, and two of the three East Tennessee CRA Market Advisory Councils include members NCRC member organizations. Given the effectiveness of the existing governance framework, NCRC's request for additional enterprise-wide and market level Community Advisory Boards comprised of 50% NCRC members is not currently warranted. However, the Bank welcomes an assessment from NCRC regarding the current composition of its Advisory Councils and will consider adding additional NCRC members to them.

### **Other Commitments**

- FTB commits to maintaining an annual supplier diversity spend of 3% - 6% of annual spend to businesses owned by people of color and/or women.
- The Bank will continue to work with nonprofit organizations to help ensure that Bank staff are compliant with the Fair Housing Act, especially as it relates to reasonable accommodation for the disabled.

## North Carolina Addendum

FTB agrees to meet the following lending commitments for North Carolina included in the above corporate level commitments. The mortgage lending commitments are for non-FHA originated loans on owner occupied, 1-4 family properties secured by a first lien on the property. FHA loans are excluded because the Bank does not offer this product.

These commitments were derived by applying a 5% compounded annual growth rate to FTB's and Capital Bank's 2017 actual loan volume – referred to below as the Baseline - for these categories. The Bank used 2017 lending volume because it better represents the Banks' lending model and volume compared to prior periods, especially with respect to legacy Capital Bank's mortgage lending activities. For example, following Capital Bank's acquisition of Community 1 Bank in 2016, the Bank tightened the underwriting criteria and implemented other measures that significantly reduced loan volume.

As noted earlier, sub-commitments exist for Charlotte, Raleigh and Winston-Salem. They are based on FTB's internal share of the deposits in these markets and may be adjusted based on the supply of sufficient and suitable opportunities, market conditions and factors affecting the Bank's lending capacity.

| Lending Category                             | Baseline  | 2018-2022 Total Commitment |
|--|-----------|----------------------------|
| <b>Home Purchase</b>                         | (\$000)   | (\$000)                    |
| LMI Borrower                                 | \$47,435  | \$55,043                   |
| People of Color Borrower                     | \$77,480  | \$89,906                   |
| LMI Census Tract Borrower                    | \$47,645  | \$55,286                   |
| Majority People of Color Tract Borrowers     | \$33,880  | \$39,314                   |
| <b>Home Rehab/Improvement</b>                | Baseline  | 2018-2022 Total Commitment |
| LMI Borrower                                 | \$3,375   | \$3,916                    |
| People of Color Borrower                     | \$675     | \$783                      |
| LMI Census Tract Borrower                    | \$2,835   | \$3,290                    |
| Majority People of Color Tract Borrowers     | \$350     | \$406                      |
| <b>Small Business</b>                        | Baseline  | 2018-2022 Total Commitment |
| Businesses in LMI Census Tracts              | \$329,510 | \$382,358                  |
| Businesses < \$1 Million Gross Annual Income | \$337,065 | \$391,124                  |

# APPENDIX

## **First Tennessee Bank CRA Plan Governance**

### **Internal**

The Bank's existing governance and oversight framework to monitor the effectiveness of and adherence to the Bank's CRA plans, strategies and goals is comprised of the following:

- Quarterly CRA Working Group meetings
- Bi-monthly Compliance Risk Working Group meetings
- Quarterly reporting to the Operational Risk Management Committee
- Quarterly reporting to the Executive Risk Management Committee
- Quarterly reporting to the Executive Management Committee
- Quarterly reporting to the Executive and Risk Committee of the Board of Directors
- Quarterly reporting to the Audit Committee of the Board of Directors
- Regular interaction with the Bank's market presidents

### **External**

The Bank's Corporate CRA Advisory Council provides additional oversight and guidance. In addition to internal executive management members, there are six external Council members. The external members are community executives and consumer advocates from government, non-profit and private organizations within the Bank's major markets. The Council provides input, guidance and recommendations regarding the Bank's community development and CRA framework, performance and strategies for serving LMI income individuals, geographies and minorities. This includes offering strategies and insights on the most effective methods and innovative products and services for reaching and serving the Bank's LMI and minority communities, and achieving the Bank's CRA goals. Council meetings are held semi-annually and include subsequent 1:1 sessions with the Bank's CRA Officer and Chief Compliance Officer. Due to the Bank's expanded market following the merger with Capital Bank, external members from the Mid-Atlantic and Florida markets will be added to the Council.

In addition to the above Corporate CRA Advisory Council, the Community Development Managers in each major market maintain one or more CRA Advisory Councils. These Councils are comprised of at least nine community advocates who represent a broad spectrum in matters that affect the LMI and minority communities regarding affordable housing, economic development, community revitalization and sustainability, and community services. They provide a conduit for citizen input into the Bank's CRA strategy and provide advice relative to the needs in these categories. Meetings are held at least three times per year.

## **Corporate CRA Advisory Council Members**

**John Hope Bryant**, Atlanta, GA

Founder, chairman and chief executive officer of nonprofit Operation HOPE, chief executive officer of Bryant Group Ventures and The Promise Homes Company, and co-founder of Global Dignity.

**Erik Cole**, Nashville, TN

Director, Office of Mayor Economic Opportunity and Empowerment

**Ruby Bright**, Memphis, TN

Executive Director, Women's Foundation for a Greater Memphis

**Alvin Nance**, Knoxville, TN

CEO, LHP Development

**Pierce Ledbetter**, Memphis, TN

CEO, LEDIC Management Group

**Luke Yancy**, Memphis, TN

President and CEO (Retired in 2017), MMBC Continuum

## **Regional/Market CRA Advisory Council Members**

See separate document.

# **PUBLIC EXHIBIT 10**

**FIRST HORIZON BANK CRA ASSESSMENT AREAS**



**FIRST HORIZON ASSESSMENT AREAS**

| <b>Assessment Areas</b>                        | <b>Counties/Parishes</b>   |
|--|--|
| <b>ALABAMA</b>                                 |  |
| 1 <b>Birmingham MSA</b>                        | Jefferson (073); Shelby (117)  |
| 2 <b>Huntsville MSA</b>                        | Limestone (083); Madison (089)   |
| 3 <b>Mobile-Daphne-Fairhope CSA</b>            |  |
| Mobile MSA                                     | Mobile (097)   |
| Daphne-Fairhope-Foley MSA                      | Baldwin (003)  |
| <b>ARKANSAS</b>                                |  |
| 4 <b>Fayetteville MSA</b>                      | Benton (007); Washington (143)   |
| 5 <b>Jonesboro MSA</b>                         | Craighead (031)  |
| 6 <b>Little Rock MSA</b>                       | Pulaski (119); Saline (125)  |
| 7 <b>AR Non-MSA</b>                            | Jackson (067); Lawrence (075); Randolph (121)  |
| <b>FLORIDA</b>                                 |  |
| 8 <b>Ft Myers-Naples CSA</b>                   |  |
| Ft Myers MSA                                   | Lee (071)  |
| Naples MSA                                     | Collier (021)  |
| 9 <b>Jacksonville MSA</b>                      | Duval (031); St Johns (109)  |
| 10 <b>Miami-Key West CSA</b>                   |  |
| Miami-Ft Lauderdale-Palm Beach MSA             | Miami-Dade (086); Broward (011); Palm Beach (099)  |
| Non-MSA  | Monroe (087)   |
| 11 <b>Orlando-Deltona CSA</b>                  |  |
| Orlando MSA                                    | Orange (095); Seminole (117)   |
| Volusia MSA                                    | Volusia (127)  |
| 12 <b>Sarasota MSA</b>                         | Manatee (081); Sarasota (115)  |
| 13 <b>Tampa MSA</b>                            | Hillsborough (057); Pinellas (103)   |
| <b>GEORGIA</b>                                 |  |
| 14 <b>Atlanta MSA</b>                          | Barrow (013); Cherokee (057); Cobb (067); DeKalb (089); Forsyth (117); Fulton (121); Gwinnett (135)      |
| 15 <b>GA Non-MSA</b>                           | Lumpkin (187); Wayne (305)   |
| <b>LOUISIANA</b>                               |  |
| 16 <b>Baton Rouge MSA</b>                      | E Baton Rouge (033)  |
| 17 <b>Houma MSA</b>                            | Lafourche (057); Terrebonne (109)  |
| 18 <b>Lafayette-Opelousas-Morgan City CSA</b>  |  |
| Lafayette MSA                                  | Acadia (001); Iberia (045); Lafayette (055); St Martin (099); Vermilion (113)                            |
| Non-MSAs                                       | St Landry (097); St Mary (101)   |
| 19 <b>Lake Charles MSA</b>                     | Calcasieu (019); Cameron (023)   |
| 20 <b>Monroe-Ruston CSA</b>                    |  |
| Monroe MSA                                     | Ouachita (073)   |
| Non-MSA  | Lincoln (061)  |
| 21 <b>New Orleans MSA</b>                      | Jefferson (051); Orleans (071); St Tammany (103)   |
| 22 <b>Shreveport MSA</b>                       | Bossier (015); Caddo (017)   |
| 23 <b>LA Non-MSA</b>                           | Allen (003)  |
| <b>NEW YORK</b>                                |  |
| 24 <b>New York MSA</b>                         | New York (061)   |
| <b>NORTH CAROLINA</b>                          |  |
| 25 <b>Asheville MSA</b>                        | Buncombe (021); Madison (115)  |
| 26 <b>Charlotte NC-SC MSA</b>                  | Gaston, NC (071); Iredell, NC (097); Mecklenburg, NC (119); Rowan, NC (159); York, SC (091)              |
| 27 <b>Fayetteville MSA</b>                     | Cumberland (051)   |
| 28 <b>Greensboro-Winston-Salem CSA</b>         |  |
| Greensboro MSA                                 | Guilford (081); Randolph (151)   |
| Winston-Salem MSA                              | Davie (059); Forsyth (067); Stokes (169); Yadkin (197)   |
| Burlington MSA                                 | Alamance (001)   |
| Non-MSA  | Surry (171)  |
| 29 <b>Hickory MSA</b>                          | Burke (023); Caldwell (027); Catawba (035)   |
| 30 <b>Raleigh-Durham CSA</b>                   |  |
| Raleigh MSA                                    | Wake (183)   |
| Durham-Chapel Hill MSA                         | Chatham (037); Durham (063); Granville (077); Orange (135); Person (145)                                 |
| 31 <b>NC Non-MSA</b>                           | Lee (105); Moore (125); Richmond (153); Watauga (189); Wilkes (193)                                      |
| <b>SOUTH CAROLINA</b>                          |  |
| 32 <b>Charleston MSA</b>                       | Charleston (019)   |
| 33 <b>Columbia MSA</b>                         | Richland (079)   |
| 34 <b>Greenville-Spartanburg CSA</b>           |  |
| Greenville MSA                                 | Greenville (045)   |
| Spartanburg MSA                                | Spartanburg (083)  |
| <b>TENNESSEE</b>                               |  |
| 35 <b>Chattanooga-Cleveland Multistate CSA</b> |  |
| Chattanooga TN-GA MSA                          | Catoosa, GA (047); Hamilton, TN (065)  |
| Cleveland MSA                                  | Bradley (011)  |
| Non-MSA  | McMinn (107)   |
| 36 <b>Clarksville MSA</b>                      | Montgomery (125)   |
| 37 <b>Jackson MSA</b>                          | Madison (113)  |
| 38 <b>Johnson City-Kingsport CSA</b>           |  |
| Johnson City MSA                               | Carter (019); Unicoi (171); Washington (179)   |
| Kingsport-Bristol TN-VA MSA                    | Hawkins (073); Sullivan (163)  |
| 39 <b>Knoxville-Morristown CSA</b>             |  |
| Knoxville MSA                                  | Blount (009); Knox (093); Loudon (105); Roane (145)  |
| Morristown MSA                                 | Hamblen (063); Jefferson (089)   |
| Non-MSAs                                       | Cocke (029); Sevier (155)  |
| 40 <b>Memphis TN-MS-AR MSA</b>                 | Desoto, MS (033); Tate, MS (137); Shelby, TN (157)   |
| 41 <b>Nashville CSA</b>                        |  |
| Nashville MSA                                  | Davidson (037); Macon (111); Maury (119); Rutherford (149); Sumner (165); Williamson (187); Wilson (189) |
| Non-MSAs                                       | Lawrence (099); Marshall (117)   |
| 42 <b>TN Non-MSA</b>                           | Greene (059); Humphreys (085); Putnam (141); White (185)   |
| <b>TEXAS</b>                                   |  |
| 43 <b>Dallas MSA</b>                           | Collin (085); Dallas (113); Denton (121)   |
| 44 <b>Houston MSA</b>                          | Fort Bend (157); Harris (201)  |
| <b>VIRGINIA</b>                                |  |
| 45 <b>Roanoke MSA</b>                          | Franklin (067)   |
| 46 <b>VA Non-MSA</b>                           | Accomack (001); Halifax (083); Henry (089); Northampton (131); Patrick (141); Martinsville City (690)    |

# **PUBLIC EXHIBIT 11**

**FORM OF NEWSPAPER NOTICE**

**NOTICE OF APPLICATION FOR ACQUISITION OF A BANK BY A BANK HOLDING COMPANY AND  
MERGER OF BANK HOLDING COMPANIES**

The Toronto-Dominion Bank, Toronto, Ontario, Canada, and its wholly owned subsidiaries, TD Group US Holdings LLC, Wilmington, Delaware and TD Bank US Holding Company, Cherry Hill, New Jersey (together, the “Applicants”), have applied to the Federal Reserve Board for (i) permission to acquire another bank holding company, First Horizon Corporation (“FHN”), Memphis, Tennessee, by merging a newly formed subsidiary of TD Bank US Holding Company with and into FHN, and thereby acquire control of FHN’s subsidiary bank, First Horizon Bank, Memphis, Tennessee (the “Acquisition”), (ii) permission for FHN to merge with another bank holding company, TD Bank US Holding Company, Cherry Hill, New Jersey, following the Acquisition and (iii) permission for FHN to acquire shares of a bank, TD Bank, National Association, Wilmington, Delaware, following the Acquisition. The Federal Reserve Board considers a number of factors in deciding whether to approve the application, including the record of performance of banks we own in helping to meet local credit needs.

You are invited to submit comments in writing on this application to James W. Corkery at the Federal Reserve Bank of Philadelphia (“Reserve Bank”), Ten Independence Mall, Philadelphia, PA 19106 or via email: [comments.applications@phil.frb.org](mailto:comments.applications@phil.frb.org). The comment period will not end before April 22, 2022 and may be somewhat longer. The Federal Reserve Board’s procedures for processing applications may be found at 12 C.F.R. Part 262. Procedures for processing protested applications may be found at 12 C.F.R. 262.25. To obtain a copy of the Federal Reserve Board's procedures, or if you need more information about how to submit your comments on the application, contact James W. Corkery, Assistant Vice President, at (215) 574-6416. The Federal Reserve will consider your comments and any request for a public meeting or formal hearing on the application if they are received in writing by the Reserve Bank on or before the last day of the comment period.

The Applicants have also applied to the Tennessee Department of Financial Institutions for permission to effect the Acquisition. Any person wishing to comment on this application may file comments in writing with the Commissioner of Financial Institutions, Tennessee Tower, 26th Floor, 312 Rosa L. Parks Avenue, Nashville, Tennessee 37243. Anyone desiring to protest this application may do so if such protest is filed in writing within fifteen (15) days of this publication or by email to [Debra.Grissom@tn.gov](mailto:Debra.Grissom@tn.gov) or [William.Cook@tn.gov](mailto:William.Cook@tn.gov).