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January 11, 2021

VIA Email

David Reilly
Director for Large Bank Licensing
Office of the Comptroller of the Currency
400 7th Street, SW
Washington, DC 20219

Re: Application to Merge TCF National Bank with and into
The Huntington National Bank

Dear Mr. Reilly:

Enclosed is an application to the Office of the Comptroller of the Currency (the "OCC") under Section 18(c) of the Federal Deposit Insurance Act, 12 U.S.C. § 1828(c) (the "Application"). The Application is being submitted to the OCC in connection with the merger of TCF National Bank ("TCF Bank"), Sioux Falls, South Dakota, with and into The Huntington National Bank ("Huntington Bank"), Columbus, Ohio. The Application also includes a Public Exhibits Volume and a Confidential Exhibits Volume.

David Reilly
January 11, 2021
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Request for Confidential Treatment

Confidential treatment is respectfully requested under the federal Freedom of Information Act, 5 U.S.C. § 552, and under the implementing regulations of the OCC, for the information contained in the Confidential Exhibits Volume to the Application (the “Confidential Materials”). The Confidential Materials include, for example, information regarding the business strategies and plans and pro forma financial information of Huntington Bancshares Incorporated (“Huntington”), Huntington Bank, TCF Financial Corporation (“TCF”) and TCF Bank, and information regarding other matters of a similar nature. This information is not the type of information that would otherwise be made available to the public under any circumstances. All such information, if made public, could result in substantial and irreparable harm to Huntington, Huntington Bank, TCF and TCF Bank. Certain information in the Confidential Materials also includes confidential supervisory information, which is protected from disclosure. In addition, the Confidential Materials include certain personal financial and other information with respect to private individuals, the public disclosure of which would constitute a clearly unwarranted invasion of personal privacy. In addition, potential investors could be influenced or misled by such information, which is not reported in any documents filed or to be filed in accordance with the disclosure requirements of applicable securities laws, as a result of which Huntington and TCF could be exposed to potential inadvertent violations of law or exposure to legal claims. Accordingly, confidential treatment is respectfully requested with respect to the Confidential Materials under 5 U.S.C. §§ 552(b)(4), (b)(6) and (b)(8) and the OCC’s implementing regulations. Huntington, Huntington Bank, TCF and TCF Bank also respectfully request that Richard K. Kim (212/403-1354) or Jeffrey A. Watiker (212/403-1330) at Wachtell, Lipton, Rosen & Katz be notified by the OCC’s staff if this request for confidentiality cannot be honored for any reason, to allow Huntington, Huntington Bank, TCF and/or TCF Bank to take appropriate steps to protect the confidentiality of such information.

If you have any questions about this submission or confidential treatment request, please feel free to contact me.

Sincerely,



Richard K. Kim

Enclosures

cc: R. Ryan Schilling, Federal Reserve Bank of Cleveland
Helga S. Houston, Huntington Bancshares Incorporated
Jana J. Litsey, Huntington Bancshares Incorporated
Lawrence K. Nesbitt, Huntington Bancshares Incorporated

APPLICATION

to the

OFFICE OF THE COMPTROLLER OF THE CURRENCY

by

THE HUNTINGTON NATIONAL BANK

for Prior Approval to Merge with

TCF NATIONAL BANK

and Establish Branches

pursuant to

the Bank Merger Act and the National Bank Act,

12 U.S.C. §§ 36(d), 215a-1 and 1828(c)

January 11, 2021

STREAMLINED BUSINESS COMBINATION APPLICATION

Check all that apply:

Type of Filing	Form of Transaction	Filed Pursuant To
<input type="checkbox"/> Affiliate/Business Reorganization	<input checked="" type="checkbox"/> Merger	<input checked="" type="checkbox"/> 12 USC 1828(c)
<input type="checkbox"/> Combination with Interim Depository Institution	<input type="checkbox"/> Consolidation	<input type="checkbox"/> 12 USC 1815(a)
<input checked="" type="checkbox"/> Nonaffiliate Combination	<input type="checkbox"/> Purchase and Assumption	<input type="checkbox"/> 12 USC 215, 215a
<input type="checkbox"/> Other _____	<input type="checkbox"/> Purchase of Assets Only	<input checked="" type="checkbox"/> 12 USC 215a-1
	<input type="checkbox"/> Other _____	<input type="checkbox"/> 12 USC 215a-3
		<input type="checkbox"/> 12 USC 215c
		<input checked="" type="checkbox"/> Other – 12 USC 36(d)

Applicant Depository Institution

The Huntington National Bank **7745**

Name Charter/Docket Number

17 South High Street

Street

Columbus **Ohio** **43215**

City State ZIP Code

Target Institution

TCF National Bank **23253**

Name Charter/Docket Number

2508 South Louise Avenue

Street

Sioux Falls **South Dakota** **57106**

City State ZIP Code

Resultant Institution (if different than applicant)

Name Charter/Docket Number

Street

City State ZIP Code

Contact Person

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Request for Confidential Treatment

Confidential treatment is being requested under the federal Freedom of Information Act, 5 U.S.C. § 552, and the implementing regulations of the Office of the Comptroller of the Currency (the “OCC”), for the information contained in the Confidential Volume to this application (the “Confidential Materials”). The Confidential Materials include, for example, information regarding the business strategies and plans and *pro forma* financial information of Huntington Bancshares Incorporated (“Huntington”), The Huntington National Bank (“Huntington Bank”), TCF Financial Corporation (“TCF”) and TCF National Bank (“TCF Bank”), and information regarding other matters of a similar nature. This information is not the type of information that would otherwise be made available to the public under any circumstances. All such information, if made public, could result in substantial and irreparable harm to Huntington, Huntington Bank, TCF and TCF Bank. Certain information in the Confidential Materials also includes confidential supervisory information, which is protected from disclosure. In addition, the Confidential Materials include certain personal financial and other information with respect to private individuals, the public disclosure of which would constitute a clearly unwarranted invasion of personal privacy. In addition, potential investors could be influenced or misled by such information, which is not reported in any documents filed or to be filed in accordance with the disclosure requirements of applicable securities laws, as a result of which Huntington and TCF could be exposed to potential inadvertent violations of law or exposure to legal claims. Accordingly, confidential treatment is respectfully requested with respect to the Confidential Materials under 5 U.S.C. §§ 552(b)(4), (b)(6) and (b)(8) and the OCC’s implementing regulations.

Huntington, Huntington Bank, TCF and TCF Bank also respectfully request that Richard K. Kim (212/403-1354) or Jeffrey A. Watiker (212/403-1330) at Wachtell, Lipton, Rosen & Katz be notified by the OCC’s staff if this request for confidentiality cannot be honored for any reason, to allow Huntington, Huntington Bank, TCF and/or TCF Bank to take appropriate steps to protect the confidentiality of such information.

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STREAMLINED BUSINESS COMBINATION APPLICATION

INTRODUCTORY STATEMENT

Transaction Overview

This application is being submitted to the Office of the Comptroller of the Currency (the “OCC”) by The Huntington National Bank (“Huntington Bank”), a national bank with its main office in Columbus, Ohio, to acquire by merger TCF National Bank (“TCF Bank”), a national bank with its main office in Sioux Falls, South Dakota (the “OCC Application”). Huntington Bank is a direct, wholly owned subsidiary of Huntington Bancshares Incorporated (“Huntington”), of Columbus, Ohio, a registered bank holding company that has elected financial holding company status. The OCC Application relates to Huntington’s proposal to acquire TCF Financial Corporation (“TCF”), of Detroit, Michigan, which owns all of the stock of TCF Bank. Both Huntington and TCF are publicly traded companies.

Huntington and TCF have entered into an Agreement and Plan of Merger, dated as of December 13, 2020 (as it may be amended from time to time, the “Holdco Merger Agreement”), pursuant to which TCF has agreed to merge with and into Huntington, with Huntington continuing as the surviving entity in the merger (the “Holdco Merger”). A copy of the Holdco Merger Agreement is in Exhibit 1 to the Application. Immediately after the Holdco Merger, TCF Bank will merge with and into Huntington Bank, with Huntington Bank continuing as the surviving bank (the “Bank Merger” and, together with the Holdco Merger, the “Proposed Transaction”). The Proposed Transaction is expected to close in the second quarter of 2021, subject to receipt of regulatory approvals, TCF shareholder approval, Huntington shareholder approval and other standard closing conditions. Upon consummation of the Proposed Transaction, Huntington Bank intends to convert and rebrand the current main office and branches of TCF Bank as branches of Huntington Bank, as discussed in more detail below.

Huntington Bank is submitting this application, pursuant to the Bank Merger Act,¹ as well as 12 U.S.C. § 215a-1 and 12 U.S.C. § 36(d), requesting the prior approval of the OCC to merge TCF Bank with and into Huntington Bank, under the title and charter of Huntington Bank, and for Huntington Bank to retain the main office and branches of TCF Bank at consummation of the Proposed Transaction as branches of Huntington Bank. Huntington Bank also will retain all the subsidiaries of TCF Bank existing at consummation of the Proposed Transaction, all of which will be engaged in activities permissible for a national bank. Please see Exhibit 2 for a list of each of TCF Bank’s nonbank subsidiaries and the regulatory authorization for their activities.

The combination of the Huntington and TCF banking organizations will create a top 10 U.S. regional bank with dual headquarters in Detroit, Michigan, and Columbus, Ohio. Detroit will be the headquarters of the commercial banking operations of Huntington Bank and Columbus will be the headquarters of the consumer banking operations of Huntington Bank. The corporate headquarters for the holding company and the main office of Huntington Bank will both continue to be in Columbus. In connection with establishing the headquarters of its commercial

¹ 12 U.S.C. § 1828(c).

banking operations in Detroit, Huntington also has agreed in the Holdco Merger Agreement that it intends to employ at least 800 employees of the combined company at TCF's planned downtown headquarters building at the corner of Woodward and Elizabeth Streets in Detroit, nearly three times the number TCF had planned to locate there.

The combined company 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, "People-First, Digitally-Powered" customer experience. The merger 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 Profitability, Scale:** The combined company's expanded distribution and scale positions Huntington to serve an expanded customer base through a distinctive customer experience while driving strong financial performance.
- **Significant Cost Synergies:** The combined company will be able to operate significantly more efficiently than when operated as separate banking organizations.
- **Revenue Growth through Combined Segments and Expanded National Footprint Businesses:** The combined company will strengthen its Consumer, Wealth, Business Banking and Commercial businesses. Huntington will leverage its broader product and service offerings, as well as its award-winning digital capabilities, across the expanded combined customer base. In addition, TCF operates national inventory and equipment finance businesses, which will complement Huntington's existing commercial efforts.
- **Strengthened Market Position:** The combined company will maintain its leading market position with the largest branch share and second position in consumer deposits in its footprint. The combination expands the Huntington footprint to include Minnesota, Colorado, Wisconsin, and South Dakota, and deepens its presence in Chicago.
- **Strong Brand and Cultural Alignment:** The combined company expands the reach of Huntington's "Welcome" culture and enriches an inclusive, diverse, high-performing team.
- **Community Commitment:** Huntington will contribute \$50 million to a donor-advised fund at the Community Foundation for Southeast Michigan to serve the needs of communities in Detroit and across the footprint of the combined bank. The donor-advised fund will be in addition to commitments already made by both banks, including a combined \$10 million to Detroit's Strategic Neighborhood Fund. The combined company will also remain committed to Minneapolis, where TCF was founded nearly a century ago.

Huntington Bank submits that its acquisition of TCF Bank satisfies each of the factors that the OCC is required to consider under the Bank Merger Act. The combined organization will have

ample financial and managerial resources to successfully consummate the Proposed Transaction, integrate TCF Bank into Huntington Bank's operations and operate the combined organization in a safe and sound manner.

Huntington and TCF, as well as their respective banks, are each well capitalized, and Huntington and Huntington Bank will remain so upon consummation of the Proposed Transaction. The combined organization will have the necessary risk management systems, managerial resources and extensive experience to achieve an effective integration of the TCF and Huntington organizations. Both Huntington and TCF have management and personnel experienced in successfully integrating strategic acquisitions.

The Huntington and TCF organizations both have effective compliance and risk management systems in place, including with respect to the Bank Secrecy Act/anti-money laundering ("BSA/AML"), Office of Foreign Asset Controls ("OFAC") sanctions and consumer compliance programs. The assets, liabilities and operations of TCF and TCF Bank will be integrated into Huntington's and Huntington Bank's existing compliance and risk management systems.

Huntington and TCF are each effectively managing the risks from, and actively helping their respective customers and communities mitigate the impacts of, the COVID-19 pandemic. Their respective financial and managerial strengths have enabled them to continue effectively serving the financial and banking needs of their respective customers and the communities they serve during the pandemic. The Proposed Transaction will not impact Huntington's dedication and ability to continue providing the needed products and services throughout its expanded market during this extraordinary time.

Although Huntington and TCF have overlapping franchises in 20 banking markets in Illinois, Indiana, Michigan and Ohio, the Proposed Transaction will not result in any significantly adverse effect on competition in any market. To mitigate any potentially adverse effects on competition, Huntington and TCF propose to divest TCF branches with deposits totaling approximately \$375 million,² in the aggregate, in four Michigan banking markets (Cadillac, Gaylord, Gladwin-Midland, and Roscommon) to one or more depository institutions, determined by the Federal Reserve and the U.S. Department of Justice (the "DOJ") to be competitively suitable. Included with the application to the Federal Reserve related to the Holdco Merger, a copy of which is being provided to the OCC, are a Public Competitive Memorandum on Competitive Considerations and Statistical Annex as well as a Confidential Competitive Memorandum on Competitive Considerations and Statistical Annex, which include a detailed discussion of the competitive considerations of the Proposed Transaction.

In addition, the Proposed Transaction will meet the convenience and needs of the communities to be served. Huntington and TCF, and their subsidiary banks, proactively support the needs of their respective communities, and the combined organization will continue to do so in the

² All divestiture estimates herein are based on Summary of Deposit levels reported at the relevant divestiture branches as of June 30, 2020. The DOJ will require TCF to engage in a "householding" process at its branches prior to divestiture to avoid splitting customer relationships between divestiture and non-divestiture branches. This householding process will likely change the level of deposits (higher or lower) actually divested.

overlapping areas and in the new markets that Huntington will gain through the Proposed Transaction. In addition, the current customers of both TCF Bank and Huntington Bank will benefit from the combined bank's more extensive network of branches and automated teller machines ("ATMs").

Huntington and Huntington Bank will provide the former customers of TCF Bank with a broader set of product and service offerings, including, among others: deposit products and loan programs designed to benefit underserved populations and communities, as well as small businesses; various commercial, trust/fiduciary, wealth and investment management, institutional and public sector banking products and services; and personal and commercial lines of insurance products and services that are not available at TCF Bank. Huntington Bank offers additional loan opportunities for its small business customers. One of the nation's foremost business banking organizations, with local sales supported by a highly effective centralized underwriting and portfolio management group, Huntington Bank's Business Banking supports businesses with annual revenues up to \$20 million.

After consummation of the Proposed Transaction, Huntington Bank will build out its Business Banking model in TCF's footprint, including deployment of Business Banking teams in Minneapolis and Denver. TCF customers will have access to small business credit, Small Business Administration ("SBA") loans, deposit services, and treasury management solutions in those markets not currently available at TCF. Additionally, TCF Bank commercial and public sector customers also will benefit from Huntington Bank's significantly broader product suite with an extended and/or national footprint, including a variety of specialty finance options. Due to the size and scale of the business, Huntington Bank also is generally able to provide a wider array of wealth management products and services than TCF Bank. In addition, Huntington provides securities brokerage and investment advisory services for individuals and commercial customers, activities that TCF currently offers only through outsourced third-party arrangements.

The continuation of the strong Community Reinvestment Act ("CRA") performance records of Huntington Bank and TCF Bank in the combined bank also will benefit customers and communities served by the combined organization. Huntington Bank and TCF Bank have both earned "Outstanding" ratings under the CRA.³ Huntington recently announced a \$20 billion Community Plan (the "2020 Community Plan"), which is focused on driving economic inclusion through access to capital, affordable housing and home ownership, and community lending and investment. The 2020 Community Plan specifically dedicates \$5 billion to activities and investments in Michigan. The most recent component of the 2020 Community Plan is

³ TCF and TCF Bank are the result of a merger of equals in 2019 between TCF Financial Corporation, Wayzata, Minnesota ("Legacy TCF"), and Chemical Financial Corporation, Detroit, Michigan ("Chemical"). Specifically, on August 1, 2019, Legacy TCF, which was the parent holding company of TCF Bank, merged with and into Chemical with Chemical surviving the merger (the "TCF/Chemical Merger"). Upon completion of the TCF/Chemical Merger, Chemical was renamed TCF Financial Corporation.

Immediately following the TCF/Chemical Merger, Chemical's wholly owned bank subsidiary, Chemical Bank, a Michigan state-chartered member bank with its main office in Detroit, merged with and into TCF Bank, with TCF Bank surviving the merger. As noted above, TCF Bank received an overall "Outstanding" CRA performance rating at its most recent CRA performance evaluation. Chemical Bank, which no longer exists, received a "Satisfactory" CRA performance rating at its most recent CRA performance evaluation.

“Huntington Lift Local Business,” which provides much-needed capital to local minority-, woman- and veteran-owned businesses, as well as giving customers access to business planning and educational programs to support local businesses. TCF also recently announced a \$1 billion commitment over five years to support minority-owned and women-owned small businesses, which will be added to Huntington’s commitment.

Huntington Bank offers first-rate customer service and a full range of products and services, including those designed for small business and low- and moderate-income (“LMI”) individuals and communities, is actively engaged in community development lending and investment activities and provides extensive community development services. Upon consummation of the Proposed Transaction, the combined organization will be subject to Huntington Bank’s excellent CRA compliance program. Huntington will continue its high level of community development lending, investment and services throughout the combined organization’s footprint, taking into account the Proposed Transaction.

The Proposed Transaction will bring together two purpose-driven banking organizations with highly compatible business models, risk management systems and customer-oriented cultures, and will enhance the financial stability and future prospects of Huntington and Huntington Bank. For all of these reasons, and as explained in more detail below, the Proposed Transaction satisfies all of the factors the Federal Reserve must consider and, accordingly, the Application is consistent with approval and should be approved.

Terms of the Proposed Transaction

Pursuant to the Holdco Merger Agreement, Huntington will offer all stock as consideration in connection with the Proposed Transaction. At the effective time of the Holdco Merger, each qualifying share of TCF common stock (“TCF Common Stock”) will be converted into the right to receive 3.0028 shares of Huntington common stock (“Huntington Common Stock”) (the “Exchange Ratio” and such shares, the “Merger Consideration”). In addition, at the effective time of the Holdco Merger, each outstanding TCF equity award granted under TCF’s equity compensation plans, other than unvested TCF restricted stock awards held by non-employee directors of TCF, will be converted into a corresponding equity award in respect of Huntington Common Stock, as adjusted to reflect the Exchange Ratio, and each unvested restricted stock award held by a non-employee director of TCF will vest and be converted into the right to receive the Merger Consideration in respect of each share of TCF Common Stock subject to such TCF award immediately prior to the effective time of the Holdco Merger, in each case as provided for in the Holdco Merger Agreement.

At the effective time of the Holdco Merger, each share of TCF’s 5.70% Series C Non-Cumulative Perpetual Preferred Stock (“TCF Preferred Stock”) will be automatically converted into the right to receive a share of a newly created series of preferred stock of Huntington on the terms set forth in the Holdco Merger Agreement. Huntington’s board of directors has authorized Huntington to issue up to 7,000 shares of a new series of 5.70% non-cumulative perpetual preferred stock (“New Huntington Preferred Stock”).

The aggregate combined value of the transaction was approximately \$22 billion, as of December 13, 2020. As noted, the Proposed Transaction is expected to close in the second

quarter of 2021, subject to receipt of regulatory approvals, TCF shareholder approval, Huntington shareholder approval and other standard closing conditions.

A copy of the Holdco Merger Agreement is attached as Exhibit 1. Joint resolutions adopted by the boards of directors of Huntington and Huntington Bank are attached as Confidential Exhibit A. Resolutions adopted by the boards of directors of TCF and TCF Bank are attached as Confidential Exhibit B. Please see Exhibit 3 for a summary of the principal terms of the Proposed Transaction. Please see Confidential Exhibit C for a copy of the merger agreement for the Bank Merger.

The Companies

Huntington and Huntington Bank

Huntington. Huntington is a multistate, diversified regional bank holding company and financial holding company organized under Maryland law in 1966 and headquartered in Columbus, Ohio. Through its direct and indirect subsidiaries, Huntington is engaged in providing full-service commercial and consumer banking services, mortgage banking services, automobile financing, recreational vehicle and marine financing, equipment financing, investment management, trust services, brokerage services, insurance products and services, and other financial products and services. Huntington's foreign banking activities, in total or within any individual country, are not significant. At September 30, 2020, Huntington had consolidated total assets of \$120.1 billion and total deposits of \$95.3 billion.

Please see Exhibit 4 for a current organization chart of Huntington, including Huntington Bank, and Confidential Exhibit D for a *pro forma* organization chart of Huntington after consummation of the Proposed Transaction.

Huntington Bank. Huntington Bank, which was formed in 1866, is a national bank with its headquarters and main office in Columbus, Ohio. Huntington Bank is a direct wholly owned subsidiary of Huntington. Huntington Bank offers a wide variety of banking products and services to its customers, including, but not limited to, retail consumer and commercial banking (focusing on small business and middle market businesses); consumer, commercial and mortgage lending; automobile financing, recreational vehicle and marine financing; equipment financing; treasury management, asset management, and trust and investment services. At September 30, 2020, Huntington Bank had total assets of \$120.1 billion and total deposits of \$100.6 billion. Huntington Bank currently operates from over 800 licensed traditional branches, 11 Private Client Group offices, and more than 1,300 ATMs across the states of Illinois, Indiana, Kentucky, Michigan, Ohio, Pennsylvania and West Virginia. Select financial services and other activities are also conducted in various other states.

Huntington and Huntington Bank have pursued a business strategy that relies primarily on organic growth, supplemented by the acquisition of select financial institutions or companies in certain market areas. In recent years, Huntington acquired (a) Hutchinson, Shockey, Erley & Co., a public finance investment bank and broker-dealer specializing in municipal securities, in 2018, (b) FirstMerit Corporation and its subsidiary bank, FirstMerit Bank, National Association, Akron, Ohio, in 2016, (c) Macquarie Equipment Finance Inc. in 2015, (d) Camco Financial

Corporation and its subsidiary bank, Advantage Bank, Cambridge, Ohio, in 2014 and (e) 24 branches of Bank of America, N.A. in 2014. In addition, Huntington Bank acquired from Federal Deposit Insurance Corporation (the “FDIC”) receiverships certain assets and liabilities of (i) Fidelity Bank, Dearborn, Michigan (2012), a Michigan state-chartered nonmember bank with 15 locations, and (ii) Warren Bank, Warren, Michigan (2009), a Michigan state-chartered member bank with six banking locations.

TCF and TCF Bank

TCF. TCF is a multistate, regional bank holding company and FHC incorporated under Michigan law in 1973. Its principal business activity is to own and supervise TCF Bank and TCF Bank’s subsidiaries. Through TCF Bank and its subsidiaries, TCF provides a full range of consumer-facing and commercial services, including consumer and commercial banking, trust and wealth management, and specialty leasing and lending products and services to consumers, small businesses and commercial customers. At September 30, 2020, TCF had total assets of \$47.6 billion and total deposits of \$39.2 billion. Please see Exhibit 5 for a current organization chart of TCF and TCF Bank.

TCF Bank. TCF Bank is a national banking association with its main office in Sioux Falls, South Dakota. It was established in 1923 as a federal savings and loan association and converted to a national bank charter in 1997. TCF Bank is a direct wholly owned subsidiary of TCF. TCF Bank directly and through its subsidiaries provides a full range of consumer-facing and commercial services, including consumer and commercial banking, trust and wealth management, and specialty leasing and lending products and services to consumers, small businesses and commercial customers. TCF Bank’s bank branches and ATMs are located in Colorado, Illinois, Michigan, Minnesota, Ohio, South Dakota and Wisconsin. TCF Bank also conducts business across all 50 states and in Australia, Canada and New Zealand, through its specialty lending and leasing businesses. Information about TCF Bank’s subsidiaries is attached as Exhibit 2. At September 30, 2020, TCF Bank had total assets of \$47.5 billion and total deposits of \$39.4 billion.

TCF has grown through the TCF/Chemical merger in 2019 and through a combination of organic growth and strategic acquisitions. For example, Chemical acquired (a) Talmer Bancorp and its subsidiary bank, Talmer Bank and Trust, Troy, Michigan, in 2016, (b) Lake Michigan Financial Corporation and its subsidiary banks, The Bank of Holland, Holland, Michigan, and The Bank of Northern Michigan, Petoskey, Michigan, in 2015, (c) Monarch Community Bancorp and its subsidiary bank, Monarch Community Bank, Coldwater, Michigan, in 2015, (d) Northwestern Bancorp, Inc. and its subsidiary bank, Northwestern Bank, Traverse City, Michigan, in 2014, and (e) O.A.K. Financial Corporation and its subsidiary bank, Byron Bank, Byron Center, Michigan, in 2010. Legacy TCF acquired (a) Equipment Financing & Leasing Corporation in 2017 and (b) Gateway One Lending & Finance, an indirect auto finance lender, in 2011.

Pro Forma Organization

Based on assets and deposits of each entity as of September 30, 2020: (a) Huntington's *pro forma* assets and deposits following the Proposed Transaction will be approximately \$168 billion and \$134 billion, respectively; and (b) Huntington Bank's *pro forma* assets and deposits following the Proposed Transaction will be approximately \$168 billion and \$140 billion, respectively. Huntington and TCF are both public companies with broad shareholder bases whose common stock trades on NASDAQ Stock Market.

Required Bank Regulatory Approvals

In addition to this Application, Huntington Bank has submitted an application to the Federal Reserve, pursuant to sections 3(a)(3) and 3(a)(5) of the Bank Holding Company Act (the "BHC Act") and section 225.15 of Regulation Y⁴ seeking the prior approval of the Federal Reserve for Huntington to acquire TCF and thereby also indirectly acquire TCF Bank.⁵

Huntington will provide the Federal Reserve a copy of this Application under separate cover, and Huntington Bank will provide the OCC a copy of the application to the Federal Reserve.

Public Notice

The form of newspaper notice for the Application is attached hereto as Exhibit 6. We have arranged for the newspaper notice to appear in each of (a) *The Columbus Dispatch*, a newspaper of general circulation in Columbus, Ohio, the city in which Huntington's corporate headquarters and Huntington Bank's main office are located and (b) the *Argus-Leader*, a newspaper of general circulation in Sioux Falls, South Dakota, the city in which TCF Bank's main office is located.

Permissibility of the Bank Merger under the Riegle-Neal Act

The Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994 (the "Riegle-Neal Act") permits the OCC to authorize mergers between insured banks with different home states, subject to certain requirements. As discussed below, the Bank Merger meets the applicable requirements of the Riegle-Neal Act.⁶ For purposes of this provision, Huntington Bank's home state is Ohio, the state in which its main office is located.⁷ TCF's Bank's home state is South Dakota, the state in which its main office is located.⁸

Approval of an application to engage in an interstate merger transaction under 12 U.S.C. § 1831u is subject to certain requirements and conditions set forth in 12 U.S.C. §§ 1831(a)(5) and 1831u(b). These conditions relate to: (1) compliance with state filing requirements;

⁴ 12 U.S.C. §§ 1842(a)(3) and (5); 12 CFR 225.15.

⁵ Certain applications and notices are expected to be filed with foreign regulators in Australia, Canada and New Zealand regarding the change of ownership of TCF finance company subsidiaries in those countries.

⁶ 12 U.S.C. §1831u.

⁷ 12 U.S.C. § 1831u(g)(4)(A)(i).

⁸ *Id.*

(2) compliance with state-imposed age limits, subject to the Riegle-Neal Act’s limitations; (3) compliance with nationwide and state concentration limits; (4) community reinvestment compliance; (5) adequacy of capital and management skills; and (6) surrender of the charter, upon request, after the transaction. The Bank Merger satisfies or will satisfy all of these conditions to the extent applicable.

Compliance with State Filing Requirements. The Bank Merger will comply with applicable state filing requirements. An acquiring bank in an interstate merger transaction must (1) comply with the filing requirements of any state that will become a host state as a result of the transaction and (2) submit a copy of the application to the state bank supervisor of the host state.⁹ The states that will become a host state of Huntington Bank as a result of the Bank Merger are Colorado, Minnesota, South Dakota and Wisconsin. Huntington Bank will comply with any applicable filing requirements of these states, and it will send a copy of the OCC Application to the state bank supervisors of such states.

Age of the Acquired Bank. The Bank Merger satisfies all applicable state-imposed age requirements permitted by 12 U.S.C. §1831u(a)(5). Under that section, the OCC may not approve a merger “that would have the effect of permitting an out-of-State bank or out-of-State bank holding company to acquire a bank in a host State that has not been in existence for the minimum period of time, if any, specified in the statutory law of the host State.”¹⁰ This section further provides that the OCC may approve the acquisition of a bank that has been in existence for at least five years without regard to any longer state law age requirements.¹¹ TCF Bank was established in 1923 and has operated as a national bank since 1997. Therefore, TCF Bank has been in existence much more than five years. Therefore, the OCC is authorized under the Riegle-Neal Act to approve the Bank Merger regardless of any state law age requirements.

Nationwide Concentration Limit. Section 1831u(b)(2)(A) provides that an interstate acquisition may not be approved if, upon consummation, the applicant would control “more than 10 percent of the total amount of deposits of insured depository institutions in the United States.”¹² As discussed in *Introductory Statement—Financial Stability Risk*, upon consummation the combined company would hold only approximately 1.10% of total insured depository institution deposits nationwide and, thus, would comply with the nationwide concentration limit.

Statewide Concentration Limit. Section 1831u(b)(2)(B) provides that an interstate merger may not be approved if (1) any bank involved in the transaction (including all insured depository institutions that are affiliates of any bank) has a branch in any state in which any other bank involved in the transaction has a branch and (2) the resulting bank (including all insured

⁹ 12 U.S.C. § 1831u(b)(1). The term “host State” means: “With respect to a bank, a State, other than the home State of the bank, in which the bank maintains, or seeks to establish and maintain, a branch.” 12 U.S.C. § 1831u(g)(5).

¹⁰ 12 U.S.C. § 1831u(a)(5)(A).

¹¹ 12 U.S.C. § 1831u(a)(5)(B).

¹² 12 U.S.C. § 1831u(b)(2)(A).

depository institutions that would be affiliates of the resulting bank), upon consummation of the transaction, would control 30% or more of the total amount of deposits in any such state.¹³

Huntington Bank and TCF Bank both have branches in Illinois, Michigan and Ohio. Upon consummation of the Proposed Transaction, the combined company will hold 1.55% of total insured depository institution deposits in Illinois¹⁴; 13.99% of total insured depository institution deposits in Michigan;¹⁵ and 14.42% of total insured depository institution deposits in Ohio.¹⁶ Accordingly, the Proposed Transaction would comply with this statewide concentration limit.

Section 1831u(b)(2)(C) further provides that state law caps on the total amount of deposits in the state that a single banking organization may hold must also be complied with, provided that the cap does not discriminate against out-of-state banking organizations. Illinois and Ohio law each impose a 30% state deposit cap.¹⁷ As discussed above, upon consummation, the combined company will hold only 1.55% of total insured depository institution deposits in Illinois and 14.42% of total insured depository institution deposits in Ohio. Thus, the Proposed Transaction will also comply with this requirement.

Community Reinvestment Act Compliance. The Riegle-Neal Act requires the OCC to consider an applicant's record under the CRA and take into account the applicant's record of compliance under state community reinvestment laws.¹⁸ As noted, Huntington Bank and TCF Bank each currently have overall CRA performance ratings of "Outstanding," and Chemical Bank had a CRA rating of "Satisfactory" at the time of the TCF/Chemical Merger. Neither Huntington Bank nor TCF Bank has their main office or a branch in a state that has a state community reinvestment law.

Capital and Managerial Conditions. The Bank Merger will comply with the Riegle-Neal Act's capital and managerial conditions. The Riegle-Neal Act requires that each bank involved in the Bank Merger be "adequately capitalized" as of the date the merger application is filed and that the responsible agency determines that the resultant bank will be "well capitalized" and "well managed."¹⁹ Each of Huntington Bank and TCF Bank is "well capitalized" and the resultant

¹³ 12 U.S.C. § 1831u(b)(2)(B).

¹⁴ As of June 30, 2020, Huntington Bank and TCF bank had \$2.87 billion and \$7.08 billion, respectively, in deposits in Illinois. On a combined basis, they would hold \$9.96 billion, or 1.55% of Illinois's \$644.1 billion in deposits.

¹⁵ As of June 30, 2020, Huntington Bank and TCF Bank had \$19.67 billion and \$20.07 billion, respectively, in deposits in Michigan. On a combined basis, they would hold \$39.74 billion, or 13.99% of Michigan's \$284.1 billion in deposits. These figures are not adjusted to take into account the effect of any divestitures in Michigan.

¹⁶ As of June 30, 2020, Huntington Bank and TCF Bank had \$64.11 billion and \$1.56 billion, respectively, in deposits in Ohio. On a combined basis, they would hold \$65.66 billion, or 14.42% of Ohio's \$455.4 billion in deposits.

¹⁷ See 205, Ill. Comp. Stat. 5/21-3; O.R.C. § 115.05(B)(1)(b). Michigan law does not set a state deposit cap.

¹⁸ See 12 U.S.C. § 1831u(b)(3). This provision applies only in the case of an interstate merger transaction "in which the resulting bank would have a branch or bank affiliate immediately following the transaction in any State in which the bank submitting the application (as the acquiring bank) had no branch or bank affiliate immediately before the transaction."

¹⁹ 12 U.S.C. § 1831u(b)(4).

bank will be “well capitalized” and “well managed.” Please see the discussion below in the *Introductory Statement—Financial and Managerial Resources* section and the exhibits referenced therein.

Conclusion Under Riegle-Neal Act. The Bank Merger will satisfy each of the conditions for an interstate acquisition under the Riegle-Neal Act.²⁰ Accordingly, the OCC is permitted to approve the proposal.

Financial and Managerial Resources

The combined organization has ample financial and managerial resources to successfully consummate the Proposed Transaction and integrate TCF Bank into Huntington Bank.

The combinations of the Huntington and TCF banking organizations will create a top 10 U.S. regional bank with dual headquarters in Detroit, Michigan, and Columbus, Ohio. As detailed above, the combined organization significantly improves Huntington’s market position, increases scale and provides greater growth opportunities. The Proposed Transaction also uniquely positions the combined organization to capitalize on market opportunities and broaden the channels and customers it serves through expanded distribution and product offerings.

Further, as demonstrated in the financial tables in Confidential Exhibit E, Huntington and Huntington Bank are each well capitalized, and they each will remain well capitalized following completion of the Proposed Transaction.

Accomplished and highly credentialed boards of directors oversee Huntington and Huntington Bank. Both boards include individuals with broad experience operating and working with banking institutions, regulators and governance issues. Currently, all members of Huntington’s board of directors are also members of Huntington Bank’s board of directors (and vice-versa), and each committee of Huntington’s board also functions as the committee of Huntington Bank’s board. The current directors of Huntington and Huntington Bank are as follows:

Directors of Huntington and Huntington Bank	Principal Occupation
Stephen D. Steinour	Chairman, President and Chief Executive Officer (“ <u>CEO</u> ”), Huntington and Huntington Bank
Lizabeth Ardisana	Owner and CEO, ASG Renaissance LLC
Alanna Cotton	Global Chief Marketing Officer, Still Beverages, The Coca-Cola Company
Ann B. Crane	President and CEO, Crane Group Company
Robert S. Cubbin	Retired President and CEO, Meadowbrook Insurance Group
Steven G. Elliott	Retired Senior Vice Chairman, BNY Mellon
Gina D. France	President and CEO, France Strategic Partners LLC
J. Michael Hochschwender	President and CEO, The Smithers Group

²⁰ As part of these conditions, the charter of TCF Bank will be surrendered on consummation of the Bank Merger.

Directors of Huntington and Huntington Bank	Principal Occupation
John C. Inglis	Retired Deputy Director, National Security Agency
Katherine M.A. Kline	Former Chief Marketing and Communications Officer, Verizon Media
Richard W. Neu	Retired Chairman, MCG Capital
Kenneth J. Phelan	Former Chief Risk Officer of the U.S. Department of the Treasury
David L. Porteous	Attorney, McCurdy, Wotila & Porteous, P.C.

The current directors of TCF include three non-independent directors: (a) Gary Torgow (Executive Chairman); (b) Thomas C. Schafer (Vice Chairman of TCF and CEO of TCF Bank); (c) David C. Provost (CEO of TCF); and 13 independent directors: (i) Peter Bell, (ii) Karen L. Grandstrand, (iii) Richard H. King, (iv) Ronald A. Klein, (v) Barbara J. Mahoney, (vi) Barbara L. McQuade, (vii) Vance K. Opperman, (viii) Roger J. Sit, (ix) Julie H. Sullivan, (x) Jeffrey L. Tate, (xi) Arthur A. Weiss, (xii) Franklin C. Wheatlake and (xiii) Theresa M.H. Wise.²¹

As of the effective time of the Holdco Merger, Huntington will increase the size of its board by five directors and will appoint five directors of TCF to its board of directors. Mr. David L. Porteous will continue to serve as Lead Director of the boards of directors of Huntington and Huntington Bank. As of the effective time of the Bank Merger, Mr. Gary Torgow will become the Chairman of Huntington Bank's board of directors.

The senior executive officers of Huntington and Huntington Bank are highly experienced and accomplished, with a record of leading and operating significant financial institutions. The executive officers of Huntington and Huntington Bank are as follows:

Senior Executive Officers	Huntington	Huntington Bank
Stephen D. Steinour	Chairman, President and CEO	Chairman, President and CEO
Andy Harmening		Senior Executive Vice President, Consumer and Business Banking Director
Paul G. Heller	Senior Executive Vice President and Chief Technology and Operations Officer	Senior Executive Vice President and Chief Technology and Operations Officer
Helga S. Houston	Senior Executive Vice President and Chief Risk Officer	Senior Executive Vice President and Chief Risk Officer

²¹The directors of TCF Bank are: (a) Gary Torgow (Executive Chairman of TCF and Chairman of TCF Bank); (b) Thomas C. Schafer (Vice Chairman of TCF and CEO of TCF Bank); (c) Thomas J. Butterfield (Chief Technology and Operations Officer of TCF Bank); (d) William S. Henak (Executive Vice President National Banking of TCF Bank); (e) Michael S. Jones (President and Chief Operating Officer of TCF Bank); (f) Sandra D. Kuohn (Chief Human Capital Management Officer of TCF Bank); (g) Brian W. Maass (Chief Financial Officer of TCF Bank); and Donnell R. White (Diversity and Inclusion Officer of TCF Bank).

Senior Executive Officers	Huntington	Huntington Bank
Scott Kleinman		Senior Executive Vice President, Commercial Banking Director
Jana J. Litsey	Senior Executive Vice President and General Counsel	Senior Executive Vice President, General Counsel and Cashier
Sandra E. Pierce		Senior Executive Vice President, PCG & Regional Banking Director & Chair of Michigan
Richard Pohle	Executive Vice President and Chief Credit Officer	Executive Vice President
Rajeev Syal	Senior Executive Vice President and Chief Human Resources Officer	Senior Executive Vice President
Mark Thompson		Senior Executive Vice President, Corporate Operations Director
Julie C. Tutkovics	Executive Vice President	Executive Vice President, Chief Marketing & Communications Officer
Zachary J. Wasserman	Senior Executive Vice President and Chief Financial Officer	Senior Executive Vice President and Chief Financial Officer

Mr. Stephen Steinour will continue to serve as Chairman, President and Chief Executive Officer of Huntington and as President and Chief Executive Officer of Huntington Bank. At this time, any changes in the senior executive officers at Huntington or Huntington Bank as a result of the Proposed Transaction are under consideration, and no final determinations have been made. For certain additional information about Huntington’s directors and senior executive officers, please see Confidential Exhibit F. Huntington and Huntington Bank management and personnel are experienced in successfully integrating strategic acquisitions. TCF and TCF Bank similarly have an experienced team in effectively integrating strategic acquisitions.

Huntington and Huntington Bank have conducted comprehensive due diligence on TCF and TCF Bank. A due diligence summary is attached hereto as Confidential Exhibit G. Huntington and TCF are developing a detailed integration plan for the Proposed Transaction, and experienced management and personnel of Huntington and TCF will work together in the integration planning process. A copy of Huntington’s and Huntington Bank’s integration approach and systems conversion timeline (which is subject to potential updating as integration planning continues) is attached hereto as Confidential Exhibit H.

Huntington has robust enterprise-wide risk management policies, procedures and systems in place and believes it has the management resources, corporate governance, enterprise-wide risk management system and technological infrastructure to meet all relevant regulatory requirements and supervisory expectations. Huntington’s enterprise-wide risk management program starts with the appropriate “tone at the top” established by Huntington’s board of directors and CEO.

The principles (i) that “everyone owns risk” management responsibility and is accountable and (ii) that active risk management is a continuous process that requires defined metrics, measurement, monitoring, controls and reporting are permeated throughout the organization. The program is guided by the risk appetite statement adopted by the Huntington board of directors and the associated risk limits that are established, as well as a continuous company-wide risk assessment process with quantitative and qualitative analysis for each of the risk pillars (credit, market, liquidity, operational, compliance, strategic and reputational risks). Huntington has established strong risk management processes with three lines of defense (lines of business, centralized and independent credit risk and compliance functions, and independent internal audit) and regular, robust reporting to the board of directors and senior management. Huntington has dedicated extensive financial and human resources to its risk management systems and technological infrastructure, including for BSA/AML and consumer compliance, cybersecurity, and capital planning and stress tests. Please see Exhibit 7 for a general overview of Huntington’s risk management program and risk management philosophy, Exhibit 8 for a more detailed overview of Huntington’s Compliance Risk Management Program, and Exhibit 9 for an overview of Huntington Bank’s fair lending program.

The operations of TCF and TCF Bank will be brought into Huntington’s enterprise-wide risk management program on consummation of the Proposed Transaction, and the risk management systems currently in effect at Huntington and Huntington Bank will be applied at former TCF Bank operations starting at the time of the systems conversion. During the period after the Proposed Transaction closes until systems conversion, Huntington will exercise oversight of TCF’s compliance management, testing and audit functions. This oversight is quite manageable given that TCF Bank has in place appropriate compliance risk management systems. Additionally, Huntington does not believe that the current economic environment or the COVID-19 pandemic will materially impact its ability to successfully integrate TCF’s operations and customers.

Huntington’s Response to the COVID-19 Pandemic

The COVID-19 pandemic has caused and continues to cause significant, unprecedented disruption that affects daily living and negatively impacts the global economy. The pandemic has resulted in temporary closures of many businesses and the institution of social distancing and shelter-in-place requirements in many states and communities, increasing unemployment levels and causing volatility in the financial markets. Huntington has actively worked to meet the needs of its customers, communities and employees during this unique time.

Huntington was able to react quickly to these changes because of the commitment and flexibility of its workforce coupled with well-prepared business continuity plans. To ensure the safety of its branch employees, while still meeting the needs of its customers, Huntington moved to the use of branches with drive-thru only, with in-person meetings by appointment during shelter-in-place orders, and again beginning December 4, 2020, as daily COVID-19 cases in the Midwest reached record volumes. For other colleagues, Huntington has implemented a work-from-home approach with increased communication to keep them informed, engaged, productive and connected. Additional benefits have been provided, including medical, emergency paid time off and other programs for those whose families have been directly impacted by the virus. While

state and local governments have partially eased temporary business closures and shelter-in-place requirements, Huntington expects a large portion of its employees will continue to operate remotely. As we have seen, temporary business closures and shelter-in-place requirements could be reinstated if there is an increase in cases, and it remains unknown when there will be a return to normal economic activity.

For its customers, Huntington implemented a variety of temporary relief programs which included loan payment deferrals, late fee and overdraft waivers and the suspension of foreclosure and repossessions. Huntington continues to work with its customers to originate and renew business loans and originated loans made available through the SBA Paycheck Protection Program, a lending program established as part of the relief to American consumers and businesses in the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). Huntington Bank processed more than 38,000 Paycheck Protection Program (“PPP”) loans in 2020. Additionally, Huntington Bank participated and originated loans via the Main Street Lending program, though customer interest was limited.

The reduction in interest rates, borrower and counterparty credit deterioration and market volatility, among other factors, will continue to have an impact on Huntington’s operating results. As noted above, Huntington has well-established enterprise-wide risk management policies, procedures and systems. Huntington has applied the core components of its enterprise risk management framework to identify, assess, monitor and report on risk impacts due to the COVID-19 pandemic and ensure that appropriate mitigation and management actions were deployed, particularly with respect to credit risk, market risk, liquidity risk, model risk and operational risk.

Huntington focused on the early identification, monitoring, and management of all aspects of its credit risk. In addition to the traditional credit risk mitigation strategies of credit policies and processes, market risk management activities, and portfolio diversification, Huntington used quantitative measurement capabilities utilizing external data sources, enhanced modeling technology, and internal stress testing processes. The ongoing expansion of portfolio management resources demonstrates Huntington’s commitment to managing credit risk to help achieve its broader aggregate moderate-to-low risk appetite.

In the early stages of the pandemic, Huntington initiated both its Contingency Capital Plan and Contingency Funding Plan to ensure its capital and liquidity positions and any necessary steps to mitigate risk were well understood and considered. Huntington heightened its overall liquidity risk management process, including additional communication, monitoring, and reporting, given changes in the economic environment as a result of COVID-19. Consistent with normal operations, Huntington continues to obtain funding to meet obligations from dividends and interest received from Huntington Bank, interest and dividends received from direct subsidiaries, net taxes collected from subsidiaries included in the federal consolidated tax return, fees for services provided to subsidiaries, and the issuance of debt securities. To meet any additional liquidity needs, Huntington may issue debt or equity securities from time to time. Although core deposits continue to be Huntington Bank’s main source of funding, Huntington continues to closely monitor wholesale funding markets and all government-sponsored programs in relation to Huntington’s liquidity position.

COVID-19 had an impact on current and expected interest rates as the Federal Reserve significantly reduced the Federal Funds rate. Forward interest rate projections resulted in a flat to slightly inverted yield curve reflecting projections of a significant decline in gross domestic product (“GDP”). Huntington has a robust asset liability committee governance and oversight process that included multiple stress scenarios based on the trajectory of GDP and interest rates and impact on its risk appetite interest rate and capital metrics.

Daily movements in interest rates, foreign exchange and commodity prices, while volatile by historical measurements, did not have a material impact on reported non-interest income. These positions are held for client activity, are primarily matched positions and have short-term holding requirements. Secondary marketing pipeline positions remained within tolerance limits, and hedging of the mortgage servicing rights asset reduced valuation impairment as mortgage rates fell.

As part of Huntington’s Model Risk Management program, models impacted by significant volatility in key economic assumptions, such as the unemployment rate, were reviewed to ensure that inherent limitations were escalated to the appropriate governance committees, and to the extent overlays were used, sufficient independent review and effective challenge occurred. Huntington will continue to review impacted models as part of its ongoing monitoring program.

The pandemic presented significant operational challenges, both internally for colleagues and externally for customers. Beginning in March, Corporate Risk Management initiated daily meetings with Huntington’s business units and support areas to discuss process changes necessitated by the work-from-home environment and branch availability. The purpose of these sessions was to ensure that customer impacts and any internal up- or downstream impacts resulting from temporary changes were communicated, understood, and controlled. Huntington maintains a log of key process changes and regularly reviews the status via its risk committee framework.

In its effort to identify risk mitigation techniques, Huntington focused on product design features, origination policies, and solutions for delinquent or stressed borrowers. Huntington assessed the impact of COVID-19 on its loan portfolio, similar to any natural disaster or significant economic decline. As noted above, Huntington proactively addressed the situation by offering customers payment deferrals and the suspension of late fees, while also suspending repossession and foreclosures. Huntington believes that these decisions were prudent due to the widespread impact economic conditions had on both commercial and consumer borrowers. During the third quarter of 2020, Huntington reinstated late fees and repossessions, while continuing to offer payment help to impacted borrowers. The longer-term impact of Huntington’s response is dependent upon a number of variables, including the prolonged impact of the COVID-19 virus and its impact on the economic recovery. Continued elevated unemployment could lead to increased delinquencies and defaults in its consumer portfolio. Additionally, increased economic deterioration could lead to elevated default rates in its commercial portfolio, specifically industries highly impacted by COVID-19.

Huntington initiated a customer-centric payment deferral plan in mid-March 2020. The response across the consumer portfolios was immediate, with substantial deferral activity across the portfolio in March and April. Huntington's commercial loan deferral activity was predominately in April and May 2020. The vast majority of the deferrals granted to customers have expired, with positive subsequent payment patterns. The remaining deferrals in the consumer portfolios are centered in the residential portfolio, consistent with the generally longer-term payment time frames. The post-deferral performance to date for the consumer portfolios has been consistent with Huntington's expectations. Huntington's customer assistance teams remain well positioned to continue to help its consumer customers who have been impacted by the current economic conditions. The commercial deferrals were primarily 90 days in length and began to expire in the third quarter of 2020 as expected. For commercial borrowers requiring additional modifications to existing terms and conditions, expiring deferrals will be replaced with amendments and waivers, to the extent appropriate, as Huntington continues to work with its customers.

As the COVID-19 pandemic environment continues, Huntington believes it is well-positioned to ensure safe and sound operations under its current enterprise risk management systems. Huntington will continue to be flexible in addressing changing economic circumstances to help support its customers and communities through these challenging times.

Anti-Money Laundering Compliance Record

The Bank Merger Act, the OCC "shall take into consideration the effectiveness of the company or companies in combating money laundering activities."²² Huntington/Huntington Bank currently have in place effective measures to combat money laundering and terrorism financing, including strong programs and infrastructure to comply with the Bank Secrecy Act, the USA PATRIOT Act and the OFAC sanctions and the implementing regulations. A copy of Huntington's BSA/AML and OFAC policies are at Confidential Exhibits I and J, respectively.

The operations of TCF and TCF Bank will be integrated into Huntington's and Huntington Bank's existing BSA/AML/OFAC compliance risk management systems after consummation of the Proposed Transaction. Huntington's BSA/AML/OFAC policies and procedures will be implemented at the former TCF operations upon systems conversion, and during the period after the Proposed Transaction closes until then, Huntington will exercise oversight of TCF's compliance management, testing and audit functions. This oversight is quite manageable given that TCF Bank has in place appropriate compliance risk management systems for BSA/AML/OFAC compliance.

Competitive Effects

Under the Bank Merger Act, the OCC is prohibited from approving the Proposed Transaction if it would substantially lessen competition in any banking market, unless the agency finds that the anticompetitive effects of the proposal are clearly outweighed in the public interest by the probable effect of the proposal in meeting the convenience and needs of the communities to be

²² 12 U.S.C. § 1828(c)(11).

served.²³ In evaluating the competitive effects of a proposed merger or acquisition, the OCC considers the competitive effects of the proposal in light of all the facts of record.

This is considered to be an affiliate transaction under OCC rules. However, we have included for your information a complete copy of the application filed with the Federal Reserve. As discussed in the Federal Reserve application, to mitigate any potentially adverse effects on competition, Huntington and TCF propose to divest TCF branches with deposits totaling approximately \$375 million, in the aggregate, in four Michigan banking markets (Cadillac, Gaylord, Gladwin-Midland, and Roscommon) to one or more depository institutions, determined by the Federal Reserve and the DOJ to be competitively suitable. Included with the application to the Federal Reserve related to the Holdco Merger, a copy of which is being provided to the OCC, are a Public Competitive Memorandum on Competitive Considerations and Statistical Annex as well as a Confidential Competitive Memorandum on Competitive Considerations and Statistical Annex, which include a detailed discussion of the competitive considerations of the Proposed Transaction.

Financial Stability Risk

Pursuant to the Bank Merger Act, the OCC must consider whether the proposed acquisition would result in greater or more concentrated risks to the stability of the U.S. banking or financial system.²⁴ As discussed below, the Proposed Transaction will not materially increase systemic risk to the U.S. banking and financial system. Instead, the Proposed Transaction will result in a stronger regional banking organization that is more competitive with significantly larger banking organizations, and thereby will reduce systemic risk to the U.S. banking and financial system.

None of the OCC, the Federal Reserve or the FDIC has issued or proposed regulations defining how the agencies would take financial stability considerations into account in reviewing a bank acquisition.²⁵ However, the Federal Reserve has, through many approvals of bank holding company acquisitions, set forth several metrics that the agency believe capture the systemic “footprint” of the resulting banking organization and the incremental effect of the transaction on the systemic footprint of the acquiring banking organization (“Financial Stability Factors”).²⁶ Many of the metrics considered by the Federal Reserve seek to measure an institution’s activities relative to the U.S. financial system. These metrics include:

1. the size of the resulting banking organization;

²³12 U.S.C. § 1828(c)(5).

²⁴ 12 U.S.C. § 1828(c)(5).

²⁵ See *Capital One Financial Corporation*, FRB Order No. 2012-2 (Feb. 14, 2012) (“Capital One Order”); see also Letter to Jason J. Cabral, Esq. from Stephen A. Lybarger, CRA Decision #2017-186 (Oct. 16, 2017); *BB&T Corporation*, FRB Order No. 2015-35 (Dec. 23, 2015); *CIT Group, Inc.*, FRB Order No. 2015-20 (July 19, 2015); Letter to Joseph M. Otting from Stephen A. Lybarger (July 21, 2015) (OCC approval of CIT Bank’s acquisition of OneWest Bank, N.A.); OCC Corporate Decision #2012-05 (April 2012).

²⁶ See *Capital One Order*. See also *BB&T Corporation*, FRB Order No. 2019-16 (Nov. 19, 2019); *CIT Group, Inc.*, FRB Order No. 2015-20 (July 19, 2015); *The PNC Financial Services Group, Inc.*, 98 Fed. Res. Bull. 16 (2012).

2. the availability of substitute providers for any critical products and services offered by the resulting firm;
3. the interconnectedness of the resulting firm with the banking or financial system;
4. the extent of the cross-border activities of the resulting firm; and
5. the extent to which the resulting firm contributes to the complexity of the financial system.

Also interwoven into the agencies' analysis is the relative degree of difficulty of resolving the resulting firm if it were to experience financial distress. For example, in addition to quantitative measures, the Federal Reserve has noted that the opaqueness and complexity of an institution's internal organization are relevant to resolvability aspects of the banking organization.²⁷ A banking organization that can be resolved in an orderly manner is less likely to inflict material damage to the U.S. financial system or economy.

An analysis of these metrics as applied to the parties involved in the Proposed Transaction demonstrates that the proposal would not result in greater or more concentrated risks to the stability of the U.S. financial system.

Size. The Financial Stability Factors relating to size and availability of substitute providers of critical products may be informed by other aspects of the BHC Act's requirements, namely compliance with: (a) antitrust standards, (b) the 10% national deposit cap for certain interstate acquisitions²⁸ and (c) the 10% national liabilities cap.²⁹ The Proposed Transaction is consistent with the federal banking agencies' precedent reviewing the competitive effects of mergers, taking into account the proposed divestitures, and the Proposed Transaction does not even come close to approaching either the national deposit cap or national liabilities cap. Accordingly, it would seem, as a threshold matter, that the Proposed Transaction is not likely to pose a separate discernible risk to the financial stability of the U.S. banking or financial system based on size metrics. The Proposed Transaction is much smaller with respect to all relevant size metrics than those noted in the Capital One Order, where, after a comprehensive review, the Federal Reserve concluded that the financial stability factor was consistent with approval of the transaction.

Currently, Huntington accounts for approximately 0.61% of total domestic deposits of all insured banks and thrifts in the United States, as of September 30, 2020 ("nationwide deposits"),³⁰ and at most 0.57% of the total assets of the U.S. financial system.³¹ The deposits of TCF account for

²⁷ E.g., *BB&T Corporation*, FRB Order No. 2019-16 (Nov. 19, 2019).

²⁸ See 12 U.S.C. § 1842(d).

²⁹ See 12 U.S.C. § 1852.

³⁰ As of September 30, 2020, according to the FDIC Statistics at a Glance, FDIC-insured banks and thrifts held \$15,670 billion in domestic deposits.

³¹ The amount of total assets of the U.S. financial system is conservatively approximated by using total assets of FDIC-insured banks and thrifts, as of September 30, 2020, which was \$21,220 billion.

less than 0.25% of total nationwide deposits.³² The *pro forma* total assets of Huntington on consummation of the Proposed Transaction would amount to approximately \$168 billion as of September 30, 2020, excluding purchase accounting impacts, which is approximately 0.79% of the total assets of the U.S. banking system and an even smaller share of the total assets of the U.S. financial system. As noted, on a *pro forma* basis, Huntington would only hold approximately 0.63% of total liabilities on a national basis, as of December 31, 2019.³³ By comparison, Capital One held 2.18% of total assets of insured banks and thrifts after its acquisition of ING Direct. These numbers suggest that the *pro forma* organization would not pose any separate discernible risk to financial stability.

Substitutability. TCF offers consumer and commercial banking, trust and wealth management, and specialty leasing and lending products and services to consumers, small businesses and commercial customers. Huntington plans to continue to offer all those products and services to the existing customers of TCF. Huntington’s planned offerings through the TCF franchise cannot be regarded as highly specialized or “critical” financial products or services that are available from only a small number of providers. Indeed, to the contrary, there are a large number of providers of each of their products and services nationally, regionally and, to the extent relevant, in the local banking markets in which they operate. For instance, there are over 5,000 competing depository institutions in the United States offering retail savings accounts, checking accounts and certificates of deposits (“CDs”), and more than 5,500 competing providers of residential mortgages, according to Home Mortgage Disclosure Act data. As of December 31, 2019, Huntington and TCF reported \$17.5 billion and \$5.0 billion, respectively, in assets under management – a fraction of the \$74.9 trillion worldwide industry with neither company among the top 100 money managers according to *Pensions and Investments*. In addition, as described above, these services are generally considered by the Federal Reserve to be unconcentrated and national in scope, with numerous competitors. Accordingly, there are no issues that arise from the Proposed Transaction based on this metric.

Interconnectedness. As should be clear from the prior description, the Proposed Transaction would not materially increase the interconnectedness of the U.S. banking or financial system. Huntington does not currently 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, following the Proposed Transaction, the combined organization would not constitute a critical services provider or be so interconnected with other firms or the markets that the combined entity would pose a significant risk to the financial system in the event of financial distress. TCF offers consumer and commercial banking, trust and wealth management, and specialty leasing and lending products and services to consumers, small businesses and commercial customers. The Proposed Transaction does not involve any significant wholesale funding, any material derivatives activities or any significant credit default

³² If national deposit share is calculated according to the methodology for the 10% national deposit cap, Huntington held 0.86% of total U.S. adjusted deposits as of September 30, 2020, and TCF held 0.24%. Following its acquisition of TCF, Huntington’s *pro forma* share of national deposits would be 1.10%.

³³ This percentage is estimated using the method of calculation in the Federal Reserve’s Regulation XX, 12 CFR part 251, and assumes national liabilities of \$21.2 trillion.

swap activity. The Proposed Transaction, therefore, would not increase the interconnectedness of the combined organization in any meaningful manner.

Cross-Border Activity. Huntington's foreign banking activities, in total or within any individual country, are not significant. TCF has no locations or material operations outside the United States except for its inventory finance businesses in Australia, Canada and New Zealand, which are modest in size. Therefore, the Proposed Transaction would add only a small amount of cross-border operations or activities to Huntington. This limited increase in overseas activity would not create difficulties in coordinating any resolution and thereby significantly increase the risk to U.S. financial stability. Please see Confidential Exhibit K for additional information.

Complexity and Resolution. The Proposed Transaction would not contribute to the overall complexity of the U.S. banking or financial system. As noted, the Proposed Transaction does not involve the purchase or assumption of any complex assets or liabilities. The consolidated banking organization would not have an organizational structure, complex interrelationships or other unique characteristics that would complicate resolution of the firm, or otherwise pose a significant risk to the financial system, in the event of financial distress.

In view of the foregoing, the Proposed Transaction will not result in greater or more concentrated risks to the stability of the U.S. banking or financial system, and, therefore, the financial stability risk considerations are consistent with approval of the Proposed Transaction. Please see Exhibit 16 and Confidential Exhibit K for additional responsive information.

Commitment to CRA

Both Huntington and TCF are exceptionally dedicated to serving the community and credit needs of the areas they currently serve. On consummation of the Proposed Transaction, Huntington intends to continue its outstanding record of serving those within its communities, including specifically small businesses and areas with minority or LMI concentrations. Both Huntington and TCF have numerous productive partnerships with community service coalitions and anticipate maintaining these partnerships to assist in the administration of the combined bank's program.

On consummation of the Proposed Transaction, Huntington Bank's excellent CRA compliance program ("CRA Program"), policies and procedures will be implemented at the legacy TCF Bank branches and operations subject to the CRA. As discussed below, Huntington Bank received an overall rating of "Outstanding" on its last CRA evaluation and believes that its CRA Program is scalable to the size of the *pro forma* banking organization and will benefit the customers and communities currently served by TCF Bank. Huntington Bank's CRA Program is administered by Huntington Bank's Enterprise Compliance Risk Director for CRA, who is a direct report of Huntington Bank's Chief Compliance Officer.

Huntington Bank plans to expand its CRA assessment areas to include all of those currently served by TCF Bank. A full listing of Huntington Bank's *pro forma* CRA assessment areas is attached as Exhibit 10. Huntington Bank expects to ascertain the community and credit needs in these new assessment areas by leveraging its existing robust processes for identifying, documenting, and responding to community and credit needs in the areas it currently serves.

Huntington will be consulting with the existing CRA personnel at TCF to gain insights into TCF's current relationships with community groups and to learn what programs and activities have been the most impactful in the communities TCF serves.

Huntington Bank celebrates the uniqueness of each of its communities and understands there is no "one size fits all" approach to ascertaining community needs or community engagement. To ensure that its efforts are as impactful as possible, Huntington Bank's approach is centered on continuous improvement and to remaining flexible to adapt as community needs evolve. At least annually, Huntington Bank's Community Development Relationship Managers conduct needs assessments in the communities across Huntington Bank's footprint to understand the unique needs of its markets. Assessment findings are shared with the appropriate internal teams for validation and shape the bank's engagement strategy with external community partners. Once Huntington Bank identifies key external partners, it creates relationship plans to determine how to best work together to meet those needs and track its progress. This process may involve forming creative and innovative partnerships with local governments, nonprofits or other businesses to identify and address community needs.

In addition, Huntington Bank's National Community Advisory Council ("Advisory Council"), chartered in 2016, provides a layer of oversight and validation for the bank's community outreach efforts. The Council is currently comprised of 18 individuals from various nonprofits, whose reach extends across the bank's footprint. Huntington will expand the members of the Advisory Council to incorporate members from new and expanded markets. The Council holds three to four meetings per year, sharing best practices and tactical guidance to further Huntington Bank's community involvement and leadership efforts.

Huntington Bank 2020 Community Plan

On September 1, 2020, Huntington Bank announced a \$20 billion, five-year lending, investment and philanthropic commitment, the 2020 Community Plan, to help improve financial opportunities for the consumers, businesses and communities it serves. The 2020 Community Plan specifically dedicates \$5 billion to activities and investments in Michigan. Huntington Bank developed the 2020 Community Plan in cooperation with community organizations throughout the Midwest to ensure that the bank's commitment reflects the needs of people and businesses in its footprint. The 2020 Community Plan increases Huntington's commitment by roughly \$4 billion above the Five-Year Community Development Plan discussed below. The plan will evolve as Huntington Bank continues to listen and take action to meet the changing needs of local communities. Please see Exhibit 11 for additional information regarding the 2020 Community Plan.

Huntington Bank's 2020 Community Plan reflects increased investments in the following areas:

- Access to Capital: The 2020 Community Plan includes a \$7.6 billion commitment to helping small businesses, with a special emphasis on those owned by minorities, women and veterans. The 2020 Community Plan will be bolstered by additional investments in business-planning and educational programs to help bring business owners the relief, recovery and growth they are seeking as the cornerstones of the American economy. One component of the 2020 Community Plan is "Huntington

Lift Local Business,” which provides much-needed capital to local minority-, woman- and veteran-owned businesses, as well as giving customers access to business planning and educational programs to support local businesses.

- Affordable Housing and Home Ownership: Huntington Bank is expanding lending programs and educational services to support increased home ownership by minority and LMI borrowers throughout the Midwest. The bank’s \$7.5 billion commitment will enable greater opportunities for first-time homebuyers, improve housing security for financially distressed consumers, and create generational wealth building through home ownership. It will also enable home rehabilitation and the refinancing of existing homes to unlock the cash-flow needs of borrowers.
- Community Lending and Investment: Huntington Bank recognizes the barriers to banking that exist for some people and businesses, and the 2020 Community Plan will invest \$4.9 billion toward affordable housing, food security, workforce development and social equity. Huntington Bank believes these areas are fundamental to helping people not only find basic economic security, but also prosper. Huntington Bank also knows that by making its communities stronger, it creates additional opportunities for those who live and work there.

In connection with the Proposed Transaction, Huntington also will contribute \$50 million to establish a new Huntington Donor-Advised Fund at the Community Foundation for Southeast Michigan, with such funds to be recommended and allocated by Mr. Gary Torgow and Mr. David T. Provost, in a manner generally consistent with Huntington’s recommended charitable giving guidelines. Additionally, Huntington expects to assume all of TCF’s commitments to community organizations. TCF recently announced a \$1 billion commitment over five years to support minority-owned and women-owned small businesses, which will be added to Huntington’s commitment.

Huntington Bank’s CRA Performance Record

Huntington Bank has demonstrated a firm commitment to community reinvestment and maintained a strong record of meeting the needs of the communities it serves, including the banking and credit needs of LMI individuals and communities. Huntington Bank’s CRA compliance program is designed to (a) comply fully with the provisions, regulations and spirit of the CRA, (b) achieve the highest CRA rating from the OCC, consistent with safe and sound operations, (c) offer affordable deposit and lending products and programs to assist LMI individuals and communities, (d) serve as a leader in community development lending and investment programs, (e) contribute generously to community and economic development organizations throughout its footprint, and (f) provide a high level of community development services, through convenient branch locations, longer branch operating hours, participation in financial and homebuyer education initiatives and a high level of volunteerism to assist community organizations throughout its communities.

On consummation of the Proposed Transaction, Huntington Bank’s CRA Program, policies and procedures will be implemented at the TCF Bank branches and operations subject to the CRA.

Huntington Bank believes that its CRA Program will benefit the customers and communities currently served by TCF Bank.

Huntington Bank's Most Recent CRA Evaluation

Huntington Bank received a CRA performance rating of “Outstanding” at its most recent evaluation by the OCC, as of May 9, 2016 (the “2016 Evaluation”). A copy of the 2016 Evaluation is available at <https://www.occ.gov/static/cra/craeval/sept17/7745.pdf>. The bank achieved an overall rating of “Outstanding” for the Investment and Service Tests and “High Satisfactory” for the Lending Test. The evaluation period covered the calendar years of 2012 through 2015.

In the 2016 Evaluation, the OCC found a number of major factors contributing to Huntington Bank’s overall “Outstanding” CRA performance rating. The bank originated a majority of its loans inside its assessment area during the evaluation period, and the bank’s overall geographic distribution of loans during the evaluation period was adequate. The bank’s overall borrower distribution during the evaluation period was good, as evidenced by a good distribution of home mortgage loans by borrower income level and excellent distribution of small loans to businesses of different income levels. The bank’s level of community development lending was exceptionally strong and responsive to identified needs during the evaluation period. The OCC found that community development lending by Huntington during the evaluation period had a significantly positive impact on lending performance in seven of the bank’s 10 rating areas. The bank had a significant level of qualified community development investments that are responsive to community needs during the evaluation period. Additionally, the OCC found that, overall, Huntington Bank branches are readily accessible to people and geographies of different incomes and that the bank was a leader in providing community development services during the evaluation period.

Huntington Bank CRA Activities since the 2016 Evaluation

Since the 2016 Evaluation, Huntington Bank continued its excellent overall CRA performance in its assessment areas. Across its footprint, from January 1, 2016, through December 31, 2019, Huntington Bank has originated (a) 59,464 mortgage loans, totaling \$5.2 billion, to LMI borrowers; (b) 30,042 mortgage loans, totaling \$3.1 billion, in LMI census tracts; (c) 11,370 mortgage loans, totaling \$1.6 billion in majority minority census tracts; (d) more than 72,656 business and farm loans with a loan amount of less than \$100,000, totaling \$2.5 billion; (e) 7,437 small business and small farm loans, totaling \$417.1 million, in LMI census tracts; (f) 765 community development loans totaling \$3.1 billion; and (g) 765 community development investments of \$1.4 billion and qualified grants/donations totaling \$24.8 million. Huntington Bank also contributed 57,916 volunteer hours of qualified community development service activities during this period.

For the calendar year through October 31, 2020, Huntington Bank has originated (a) 18,418 mortgage loans, totaling \$2.3 billion, to LMI borrowers; (b) 8,749 mortgage loans, totaling \$1.2 billion, in LMI census tracts; (c) 4,010 mortgage loans, totaling \$784 billion in majority minority census tracts; (d) 13,658 business and farm loans with a loan amount of less than \$100,000, totaling \$464 million; (e) 3,337 small business and small farm loans, totaling

\$371 million, in LMI census tracts; (f) 110 community development loans totaling \$642 billion; and (g) 50 community development investments of \$329 billion and qualified grants/donations totaling \$6.3 million.³⁴ Huntington Bank also contributed more than 5,000 volunteer hours of qualified community development service activities during this period.

In 2016, Huntington Bank, in partnership with the National Community Reinvestment Coalition (“NCRC”) and its member organizations, developed the Five-Year Community Development Plan to help enable vibrant communities and drive economic opportunity in the markets the bank serves. The plan leveraged \$16.1 billion of resources and services to increase affordable housing, home ownership, and neighborhood transformation. The goals of the Five-Year Community Development Plan as well as Huntington Bank’s progress toward these goals is outlined below.

Five-Year Goal		Progress³⁵
\$6.6 billion	Loans to small businesses with gross annual revenue of less than \$1 million and small-business lending within LMI areas	2017: \$2.1 billion 2018: \$2.1 billion 2019: \$1.6 billion 2020: \$909 million
\$5.7 billion	Single-family mortgage lending in LMI areas and to LMI borrowers	2017: \$1.6 billion 2018: \$1.7 billion 2019: \$2.3 billion 2020: \$1.9 billion
\$3.7 billion	Community growth lending and investment targeting affordable housing and community-based loan funds	2017: \$1.1 billion 2018: \$986 million 2019: \$1.4 billion 2020: \$569 million

As of mid-2020, Huntington Bank met or exceeded all goals set forth in the Five-Year Community Development Plan goals (more than one year ahead of time). The bank issued a new multi-year plan, the 2020 Community Plan, discussed in detail above, in the wake of the COVID-19 pandemic and continued racial and ethnic inequity. Huntington seeks to advance social and economic equality for its employees and communities through the tangible actions within the 2020 Community Plan.

As noted above, in connection with the Five-Year Community Development Plan, Huntington Bank established the Advisory Council in partnership with the NCRC. The Council represents interests in affordable housing, community development, nonprofit services, and advancing small businesses and economic opportunity for all. The Council provides a vital connection between the bank and key members of the communities served by the bank. The Council is highly engaged, advising on the identification of challenges and opportunities in the marketplace, sharing and refining best practices, and capturing and executing on community

³⁴ These numbers do not include PPP loans.

³⁵ Through August 31, 2020, the end of the Five-Year Community Development Plan, not including PPP loans.

development opportunities. The Council meets regularly and shares its insights directly with bank leadership.

Since the 2016 CRA Evaluation, Huntington Bank has remained extremely active in supporting and developing programs and services targeted at small businesses as well as LMI individuals and communities. For the third consecutive year, Huntington Bank was ranked the nation's largest lender of small business loans guaranteed by the SBA under its SBA 7(a) program by volume for the SBA's fiscal year ending September 30, 2020, lending only in its current seven-state footprint. Huntington Bank is also the largest SBA 7(a) lender in its footprint by both the number and dollar amount of loans, and it has been the largest since October 2007. In 2020, as noted above, Huntington made its initial investment in "Huntington Lift Local Business," a new \$25 million, small-business lending program focused on serving minority-, women- and veteran-owned businesses. Under the new program, businesses can secure SBA-guaranteed loans for as little as \$1,000 and up to \$150,000. In addition to the SBA guarantee, the program features include no origination fees, SBA fees paid by Huntington, lower credit score requirements, free financial education courses and flexible, longer-term repayment options.

In conjunction with the launch of "Huntington Lift Local Business", Huntington Bank partnered with Operation HOPE to develop a new financial education platform. Founded in 1992, Operation HOPE is a global nonprofit focused on disrupting poverty and empowering inclusion for LMI youth and adults. The platform is meant to provide entrepreneurs a free step-by-step guide to beginning a business, including building a complete business plan. The Operation HOPE Financial Education Platform app is available for customers, non-customers, and anyone thinking about starting a business to use.

Huntington Bank also launched a Dedicated Business Relationship Manager team in 2019 to provide ongoing support to its growing small business customer base. This internal, centralized group focuses on the needs of existing customers, providing ever-ready access to a financial professional familiar with their individual account information, business performance numbers, and industry-specific information to help small business owners make well-informed decisions. Additionally, as discussed further in *Introductory Statement—Convenience and Needs Considerations* below, in 2019, the bank launched new business checking products for small and medium-sized businesses that can provide several features at no cost to help alleviate the significant challenges faced by small businesses related to fraud.

Since the 2016 Evaluation, Huntington Bank has continued to serve LMI individuals and areas through active community partnerships and unique lending programs to facilitate home ownership. For example:

- As noted above, from January 1, 2016, through December 31, 2019, Huntington Bank has made 30,042 mortgage loans, totaling \$3.1 billion, to LMI borrowers and 59,464 mortgage loans, totaling \$5.2 billion, in LMI census tracts.
- Huntington Bank's Home Savers program helps address the needs of customers having difficulty meeting their mortgage obligations. Since the program's inception in 2008, Home Savers has helped more than 25,000 customers avert the foreclosure process. In 2018, Home Savers helped 1,655 customers, of whom

1,552 were able to stay in their homes. In 2019 and through September 2020, Home Savers helped 1,499 and 2,911 customers, of whom 4,264 were able to stay in their homes.

- Huntington Bank waived more than \$32.5 million in closing costs for homebuyers in LMI regions from 2015-2020.
- In 2018, Huntington Bank donated over 500 hours at 173 events to home ownership education initiatives across the bank’s footprint. In 2019, Huntington community lenders facilitated 174 homebuyer education and financial literacy classes with 62 nonprofits, serving nearly 2,000 potential homeowners.

Huntington Bank continues to actively seek out community development loan and investment opportunities in the communities it serves. Below is a summary of Huntington Bank’s total community development loans and investments since the 2016 CRA Evaluation by number and dollar amount.

	Community Development Loans by #	Community Development Loans by \$	Community Development Investments by #	Community Development Investments by \$
2016	141	\$698 million	97	\$131 million
2017	184	\$863 million	70	\$326 million
2018	237	\$721 million	63	\$265 million
2019	190	\$770 million	47	\$182 million
Through 10/31/2020	110	\$642 million	50	\$329 million

Huntington Community Development Corporation (“HCDC”) is critical to Huntington Bank’s community lending and investing program. HCDC invests and lends in LMI areas and supports Low Income Housing Tax Credit (“LIHTC”) projects across the bank’s footprint. For example, in 2018 and 2019, HCDC completed industry-leading \$150 million and \$200 million commitments, respectively, to affordable housing through a partnership with the Ohio Capital Corporation for Housing. This organization works with public and private developers in Ohio to create opportunities for affordable housing. Since 2010, Huntington Bank has invested more than \$750 million of capital through its partnerships with the Ohio Capital Corporation for Housing.

Since the 2016 Evaluation, Huntington Bank has focused on four critical areas of impact when making qualifying CRA donations and grants: community development and social services; economic and community development; community revitalization and stabilization; and affordable housing. Below is a summary of Huntington Bank’s qualified CRA donations since the 2016 Evaluation by number and dollar amount.

	Number of Qualified	Dollar Amount of
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	Grants/Donations	Qualified Grants/Donations
2016	441	\$4.9 million
2017	482	\$5.8 million
2018	679	\$7.5 million
2019	654	\$8.7 million
Through 10/31/2020	545	\$6.3 million

Huntington Bank continues to be a leader in strengthening the communities it serves by participating in a variety of volunteer opportunities. Huntington Bank’s employees are highly energized and have dedicated tens of thousands of volunteer hours per year focused on financial wellness, neighborhood development and supporting nonprofit organizations. Although overall hours are down in 2020, Huntington management and employees continued their active engagement of their communities within the limitations presented by COVID-19. Staff worked diligently to contact community partners and assess needs. Huntington Bank pivoted to deliver financial empowerment virtually, equipping employees to support those at risk of pandemic related fraud and scams. A summary of total volunteer hours by year is summarized below.

	Approximate Volunteer Hours Per Year
2016	28,000
2017	31,000
2018	32,000
2019	31,500
Through 10/31/2020	15,000

In 2017, Huntington Bank received the U.S. President’s Volunteer Service Award from Junior Achievement USA for volunteering more than 10,000 hours in classrooms during that school year. In 2018, Huntington Bank provided nearly 11,000 hours of financial wellness training in its service area through a variety of programs for individuals of all ages, service members and veterans, individuals with disabilities, as well as the un-banked and under-banked. In 2018, Huntington Bank also was named the Corporate Volunteer of the Year by the National Church Residences in recognition for advancing access to housing, healthcare and support services for senior citizens. That year, Huntington Bank also established the Safe for Seniors program, which is designed to address the unique financial risks seniors face by educating them on financial fraud, identity theft and financial scams. In 2019, Huntington Bank employees participated in a variety of volunteer opportunities, dedicating more than 31,500 hours across

1,100 organizations, including 12,694 hours of financial wellness training to the communities served by the bank. Even with the limitations brought by COVID-19 in 2020, Huntington Bank employees participated in a variety of volunteer opportunities, dedicating more than 15,000 hours across 698 organizations, including 5,848 hours of financial wellness training to the communities served by the bank.

Additionally, in 2020, Huntington Bank quickly partnered with SBA at the national level to support the small business community hurt by the pandemic, as well as continuing to serve its other commercial customers and consumers. The many relief measures Huntington Bank implemented in the early days of the pandemic, such as loan payment deferrals, late fee and overdraft waivers and the suspension of foreclosure and repossessions, have helped to reduce the economic burden on individuals, families, communities, and businesses. During the first two months of the pandemic in the United States, Huntington Bank supported nonprofit safety net services, and payment deferrals helped more than 51,000 consumer, 3,000 business banking, and 700 commercial customers manage through these difficult times. Huntington also distributed funding to support communities as part of its longstanding regional philanthropy model as well as \$1.4 million in COVID-19 response funds throughout its footprint.

Ohio and Michigan

To further illustrate Huntington Bank's CRA activity since the 2016 Evaluation, this section focuses on its activity in Ohio and Michigan, states in which both Huntington Bank and TCF Bank have substantial branch networks. Since the 2016 Evaluation, Huntington Bank has continued to actively seek out opportunities to support LMI individuals and communities in both of these states. From 2016-2019, Huntington Bank made 373 community development loans, totaling \$1.37 billion, in Ohio and 160 community development loans, totaling \$599.8 million in Michigan. From 2016-2019, Huntington Bank made 276 community development investments, totaling \$652.2 million, in Ohio and 133 community development investments, totaling \$242.4 million, in Michigan. For the calendar year through October 31, 2020, Huntington Bank made 68 community development loans, totaling \$338 million, and 19 community development investments, totaling \$164 million, in Ohio. During the same time period, Huntington Bank made 15 community development loans, totaling \$131 million, and 18 community development investments, totaling \$84 million, in Michigan.

Below are several examples of Huntington Bank's activities in these areas.

- In 2016, Huntington Bank announced its intention to invest \$18.4 million in the new and innovative Gateway Center in Columbus, Ohio. In connection with this project, which opened in November 2017, Huntington Bank committed to add 1,000 new jobs and \$300 million in community development by 2024. The lending commitment is composed of:
 - \$175 million in small business lending in Columbus LMI census tracts, with focused outreach in Linden and Northland;

- \$25 million mortgage lending in LMI census tracts with waived closing costs including small home-improvement unsecured borrowing opportunities of up to \$3,000; and
 - \$100 million in community development loans and investment throughout Columbus LMI neighborhoods.
- In 2016, Huntington Bank participated in the launch of the innovative Detroit Home Mortgage program, which is a public-private partnership designed to increase home ownership and improve neighborhoods. Huntington Bank committed approximately \$19 million of the \$43 million pool to help qualified buyers purchase and rehabilitate houses in Detroit.
 - In 2018, Huntington Bank made a \$4 million investment through LIHTCs in the Milo-Grogan neighborhood in Columbus, Ohio. Partnering with Homeport, the project included 33 single-family units for families earning at or below 60% of the area's median income. Homeport also provided financial and credit services, job training and family support services to families.
 - As noted above, in 2018 and 2019, HCDC completed industry-leading \$150 million and \$200 million commitments, respectively, to affordable housing through a partnership with the Ohio Capital Corporation for Housing.
 - In 2018, Huntington Bank made a \$3 million equity investment in Michigan Community Capital to provide financial products for underserved populations in Detroit, Grand Rapids, Flint and Traverse City. Michigan Community Capital is a nonprofit group that lends and invests in racially, occupationally and income-diverse neighborhoods in Michigan.
 - In August 2019, Huntington Bank made a \$5 million commitment, over five years, to support the City of Detroit's Strategic Neighborhoods Fund. Huntington's contribution will be focused on strengthening the Warrendale/Cody Rouge community in Detroit and ensuring that residents have healthy and welcoming neighborhoods with quality, affordable housing.
 - In 2019, HCDC invested more than \$17 million in the Plaza Franklin and Dwelling Place Grandville Limited Dividend Housing Associations in Grand Rapids, Michigan. Huntington Bank also provided an \$850,000 construction LIHTC loan facility for each project to facilitate these organizations' partnership with eight other organizations working to strengthen the health, education and economic outcomes of the predominately Latino residents of the communities impacted.
 - In 2019, working with the Michigan Association of Treatment Court Professionals, Michigan State Housing Development Authority, the Michigan Department of Health and Human Services and the governor of Michigan, HCDC made a \$14 million LIHTC investment in a 50-unit permanent supportive housing property, Andy's Place, in Jackson, Michigan. Andy's Place provides supportive recovery housing for

people impacted by opioid addiction. In addition to the equity investment, Huntington Bank facilitated an \$8 million construction loan facility for the development of the property.

- In 2019, Huntington Bank partnered with the City of Columbus, Ohio, and others to launch a \$100 million Housing Action Fund to address the need for affordable housing in Franklin County, Ohio. The fund will be administered by the nonprofit Affordable Housing Trust, which will offer low-cost loans to developers who commit to specific affordability requirements to preserve and increase the number of units across the county. Huntington led the drive to found the project among its initial investors.
- In 2019, Huntington made an affordable housing commitment, totaling \$200 million, in partnership with Ohio Capital Corporation, providing a funding resource by investing equity in affordable housing properties throughout the state. The three-year commitment will help nearly 2,500 Ohio residents statewide, generate approximately 1,700 new or refurbished affordable housing units and is anticipated to support over 1,000 construction jobs. The 2019-2021 equity investment commitment marks Huntington's fourth major investment commitment to Ohio targeted for the development of affordable housing, with previous announcements of \$100 million in 2010-2012 and \$150 million in 2013-2015 (plus additional investment of \$113 million in 2016) and \$150 million in 2017-2018. All of these investments have been designed to maintain statewide development momentum to meet critical housing needs and supportive services for low-income families and individuals, seniors and veterans.
- In 2020, Huntington Bank made two loans to the IRG RC Market Residences: a new \$10 million facility and additional \$4.1 million bridge facility that will be used to provide construction/permanent financing for a proposed 66-unit, three-story apartment facility located in the East End Project in Akron, Ohio. These financings are located in a low-income census tract, and the project is a continuation of The East End development which is bringing residents and jobs to the area. It is also consistent with the City of Akron's plans to spur housing development in the city, as evidenced by the 15-year tax abatement and its location within the City of Akron Community Reinvestment Area boundaries.
- In 2020, Huntington Bank made a \$4 million construction loan and was also the equity investor in the Milwaukee Junction LDHA housing project, located in a low-income census tract in Detroit, Michigan. This is a 25-unit housing project with 20 LIHTC units that will be restricted to households earning 40% to 80% of the AMI. The \$5.7 million equity investment was made through the City Huntington Tax Credit Fund II.
- In 2020, Huntington Bank made a \$3.3 million construction loan to finance the construction of a 63-unit permanent supportive housing LIHTC project located in Columbus, Ohio, sponsored by the Community Housing Network, Inc. The housing

will service those who are chronically homeless or have persistent mental illness. All 63 units will be affordable and subsidized under a Housing Assistance Payments contract and located in a lower-income tract. Additionally, Huntington Bank made a \$9.8 million equity investment in this project through the OEF Huntington Fund VI.

- \$1.5 million equity investment in Detroit's La Joya Gardens through the Cinnaire Fund of Housing Limited Partnership 35. La Joya Gardens is the new construction of a joint venture between three nonprofit organizations: Southwest Detroit Business Association, Invest Detroit and Cinnaire Solutions (a real estate development affiliate of Cinnaire). This project will have 53 apartments, and it will be supported by both 4% and 9% housing tax credits awarded by the Michigan State Housing Development Authority.
- \$6.9 million equity investment in the Atcheson Place Lofts through the CREA Corporate Tax Credit Fund 80. Atcheson Place Lofts is a proposed new construction of an apartment complex that will be built in Columbus, Ohio, with 80 total units, all of which will be affordable.

As noted above, from 2016-2019, Huntington Bank also made qualified grants/donations totaling more than \$12.2 million in Ohio and \$4.8 million in Michigan. For the calendar year through October 31, 2020, Huntington made qualifying grants/donations totaling more than \$3.9 million in Ohio and \$1.2 million in Michigan. Examples of such community development grants/donations include funding the following:

- In 2017, Huntington Bank gave Nationwide Children's Hospital a 10-year, \$2 million grant to aid in the delivery of high-quality, community-based healthcare to more than 330,000 at-risk and underserved children.
- \$250,000 grant to the Development Fund of the Western Reserve, supporting business development projects in some of the most distressed neighborhoods in Akron, Ohio.
- \$15,000 donation to help purchase backpacks, school supplies, and school uniforms for neighborhood children in the Warrendale/Cody Rouge community in Detroit.
- \$300,000 to Choices for Victims of Domestic Violence in Columbus, Ohio, as part of a multi-year pledge to support this domestic violence shelter and programs
- \$150,000 in donations in response to the Midland Flood Disaster: \$30,000 each to United Way of Midland County, Midland Area Community Foundation, United Way of Saginaw County, Saginaw Community Foundation and the American Red Cross of Michigan.
- Multiple COVID Relief Donations including: \$50,000 to the Community Foundation of Greater Flint, Michigan, and \$15,000 to the Greater Cleveland Food Bank.

Huntington Bank has continued its high level of community development services in Ohio and Michigan since the 2016 Evaluation. Its management and employees have dedicated an exceptional number of volunteer hours in a variety of community service endeavors throughout its assessment areas. From 2016-2019, Huntington management and employees contributed 25,362 volunteer hours in Ohio and 16,059 hours in Michigan. They have continued to share their financial, business and technical expertise by serving on the boards of directors and committees of various nonprofit community organizations that provide affordable housing, employment services, economic development initiatives, small business opportunities and services, emergency and supportive services to victims of domestic violence, and other social services to LMI and other underserved individuals and communities. For the calendar year through October 31, 2020, Huntington management and employees contributed 3,377 volunteer hours in Ohio and 1,034 hours in Michigan.

Financial education for children of different age groups has continued to be a focus of Huntington Bank. For example, Huntington Bank employees participate with various community organizations (including virtually in 2020) to teach financial education to students in, among other cities, Akron, Cleveland, Columbus, Dayton, Toledo, Ohio, and Pontiac, Michigan. Huntington Bank employees also have participated in innovative financial budgeting education sessions with students which simulate realistic job and life situations.

In addition, Huntington Bank employees have participated in the Volunteer Income Tax Assistance program to provide free tax help to those in need. In 2019, Huntington Bank partnered with the United Way of Greater Cincinnati to provide free tax preparation services. Similar events and partnership were held in Columbus and Detroit.

Huntington Bank also was able to assist various community organizations and LMI communities with concerns exacerbated in 2020 by the COVID-19 pandemic. Huntington Bank provided grant support to assist with purchasing mobile hotspots and other devices to close the digital learning and communications gap for low-income students and seniors. Huntington Bank also made donations to support local human service organizations to meet immediate, emergent and unanticipated needs of people and communities impacted by the pandemic.

TCF Bank's CRA Performance Record

TCF Bank also has a strong record of meeting the community reinvestment needs of the communities it serves. At its most recent CRA performance evaluation by the OCC, as of December 31, 2016, TCF Bank received an overall rating of "Outstanding" (the "TCF Evaluation"). A copy of the TCF Evaluation is available at <https://www.occ.gov/static/cra/craeval/mar19/23253.pdf>. TCF Bank achieved an overall rating of "High Satisfactory" on the Investment and Service Tests and an overall rating of "Outstanding" on the Lending Test. The evaluation period for the retail portion of the Lending Test was January 1, 2012, through December 31, 2016. The evaluation period for qualified CD loans and the Investment and Service Tests was January 1, 2012, through August 6, 2017.

In the TCF Evaluation, the OCC noted that TCF Bank's overall lending activity was good and that its distribution of loans by borrower income level and distribution of loans by geography were both excellent. The TCF Evaluation stated that the bank's community development

lending during the evaluation period supported an overall excellent lending test performance. The OCC found that TCF Bank's overall qualified investments were good, including activities that served broader areas. The TCF Evaluation also noted that the bank's community development activities and services were responsive to the credit needs of its AAs. The OCC found evidence of two violations of the Servicemembers Civil Relief Act. Given the limited scope of the violations and remedial action taken, the CRA performance rating was not lowered as a result of these findings.

In 2019, TCF Bank combined in a merger of equals with Chemical Bank. At its most recent CRA performance evaluation by the Federal Reserve, as of September 18, 2017, Chemical Bank received an overall rating of "Satisfactory" (the "Chemical Evaluation"). A copy of the Chemical Evaluation is available at https://www.federalreserve.gov/apps/CRAPubWeb/CRA/DownloadPDF/542649_20170918. Chemical Bank achieved an overall rating of "High Satisfactory" on the Lending and Investment Tests and an overall rating of "Low Satisfactory" on the Service Test. The Federal Reserve conducted full-scope reviews of 12 of the bank's 23 assessment areas.

The Federal Reserve concluded that Chemical Bank's lending levels reflected good responsiveness to assessment area credit needs. The Chemical Evaluation noted that the geographic distribution of loans reflected good penetration throughout the combined assessment area of the bank. The evaluation also noted that the distribution of borrowers reflected excellent penetration of lending to businesses of different sizes and adequate penetration among borrowers of different income levels. The bank exhibited a good record of serving the credit needs of low-income individuals and areas as well as very small businesses. The Federal Reserve stated that Chemical Bank was a leader in the origination of community development loans, using those loans as a vehicle to meet needs identified in various assessment areas. The Chemical Evaluation stated that the bank made a significant level of qualified community investments and grants, particularly those not routinely provided by private investors, occasionally in a leadership position. The evaluation also noted that the bank made significant use of innovative and/or complex investments to support community development activities, exhibiting excellent responsiveness to credit and community development needs of the assessment area. The Federal Reserve indicated that there was no evidence of discriminatory or other illegal credit practices inconsistent with helping to meet community credit needs.

In Michigan, Chemical Bank's performance under the Lending Test was rated "High Satisfactory." In the Detroit–Dearborn–Livonia, Michigan Metropolitan Division ("Detroit MD"), examiners found excellent loan penetration and adequate penetration among borrowers of different income levels. In addition, the evaluation noted Chemical Bank's high level of community development loans and good record of serving the credit needs of very small businesses and of low-income individuals and areas in the Detroit MD. The Federal Reserve also found that Chemical Bank outperformed peer institutions in making home purchase loans in LMI census tracts in the Detroit MD.

In Ohio, Chemical Bank's performance under the Lending Test was rated "High Satisfactory." In the Cleveland MSA, examiners found that the bank's rate of lending exceeded aggregate lenders in penetration of LMI census tracts with respect to home purchase loans in 2016.

TCF Bank's and Chemical Bank's CRA Activities since Their Last CRA Evaluations

TCF Bank, as well as Chemical Bank prior to its consolidation with TCF, continued to originate a substantial number of mortgage and consumer loans to LMI borrowers and made significant community investments after their last CRA evaluations. The performance of these banks was thoroughly assessed in connection with the Federal Reserve's and the OCC's approval of the merger of equals in 2019 and found to be consistent with approval.

From 2017 through 2019, TCF Bank originated or purchased: (a) 6,338 mortgage loans, totaling \$752.9 million, to LMI borrowers within its assessment areas; (b) 3,626 mortgage loans, totaling \$686.9 million, in LMI census tracts within its assessment areas; (c) more than 1,986 business and farm loans with a loan amount of less than \$100,000, totaling \$110.2 million; (d) 961 small business and small farm loans, totaling \$163.6 million, in LMI census tracts; (e) community development loans totaling \$182.2 million;³⁶ and (f) 1,037 community development investments and donations, totaling \$143.3 million.³⁷ TCF Bank also contributed 11,373 volunteer hours of qualified community development service activities during this period.³⁸

From 2017 through July 31, 2019, Chemical Bank originated or purchased: (a) 4,746 mortgage loans, totaling \$409.5 million, to LMI borrowers within its assessment areas; (b) 3,082 mortgage loans, totaling \$481.2 million, in LMI census tracts within its assessment areas; (c) more than 5,224 business and farm loans with a loan amount of less than \$100,000, totaling \$268.0 million within its assessment areas; (d) 2,339 small business and small farm loans, totaling \$570.5 million, in LMI census tracts; (e) community development loans totaling \$221.6 million; and (f) 996 community development investments and donations, totaling \$200.1 million. Chemical Bank also contributed 10,952 volunteer hours of qualified community development service activities during this period.

From January through October 31, 2020, the combined organization originated or purchased: (a) 2,404 mortgage loans, totaling \$298.5 million, to LMI borrowers within its assessment areas; (b) 1,295 mortgage loans, totaling \$343.6 million, in LMI census tracts within its assessment areas; (c) more than 11,870 business and farm loans with a loan amount of less than \$100,000, totaling \$340.8 million within its assessment areas; (d) 3,643 small business and small farm loans, totaling \$356.9 million, in LMI census tracts; (e) community development loans totaling \$141.9 million plus an additional \$612.5 million under the SBA Paycheck Protection Program; and (f) 341 community development investments and donations, totaling \$121.1 million. TCF Bank also contributed 4,331 volunteer hours of qualified community development service activities during this period.

³⁶This total is from August 7, 2017, through December 31, 2019.

³⁷This total is from August 7, 2017, through December 31, 2019.

³⁸This total is from August 7, 2017, through December 31, 2019.

Examples of TCF Bank's and Chemical Bank's community development lending and investment activity include:

- In 2019, a \$25.0 million community development loan within Detroit, Michigan, to redevelop a property located in a Brownfield Zone and a designated Opportunity Zone. The redevelopment provided for a 154-unit hotel with a new restaurant and on-site retail shopping and benefited from Clean Energy Tax Credits. This was a substantial project that strengthened local neighborhoods and accelerated job growth.
- In 2019, a complex community development loan for \$3.0 million and two community development investments totaling \$22.0 million in a partnership with the City of Minneapolis, Minnesota, and a local Native American Tribe to construct an affordable housing and wellness center development as an innovative and long-term solution to a homeless encampment in South Minneapolis, primarily comprised of Native Americans.
- In 2019, a \$8.0 million community development loan to support a Chicago, Illinois-based organization providing a 1-4 Family Rental Unit Rehabilitation Program that targets foreclosed and abandoned housing for rehabilitation and re-entry into the affordable housing rental stock.
- In 2019, a \$10.7 million community development loan within Colorado Springs, Colorado, to provide a mixed-income housing development with a long-term set-aside of 131 affordable housing units until the year 2043.
- In 2018, a \$5.8 million community development investment within the Denver, Colorado, area supporting the construction of a 49-unit affordable housing development benefiting from Low-Income Housing Tax Credits. The project was made possible via a partnership with US Bank's CDC and the Denver Urban Renewal Authority and makes adaptive reuse of a building used by the local hospital as nurses' residences.
- In 2017, a \$11.7 million community development investment in the Historic and Low-Income Housing TC project providing for the construction of 72 units of affordable housing within the Milwaukee, Wisconsin, area. The project repurposed an abandoned factory in a low-income community and ensured that it will continue to support those living within that community.
- In 2018, a \$21.0 million community development loan made in the rural area of Northern Michigan for the construction of three new buildings located in a middle-income census tract identified as "Underserved" by the Federal Financial Institutions Examination Council. The construction provided for a new 137-room hotel with a new restaurant and multi-tenant retail space which will further support the county's primary economic driver of tourism.

- In 2018, two community development loans totaling \$5.3 million within the Flint, Michigan, area supporting State Aid Notes to local area school districts with more than 51% participation in the Federal Free and Reduced Lunch Programs.
- In 2017, two community development loans totaling \$12.7 million within the Youngstown, Ohio, area to finance the construction of new student housing and retail space in a low-income census tract. The new construction will revitalize the area and provide for new student housing to a university with a 43% participation in the Pell Grant awards for low-income students as well as provide for new businesses in the area with multi-tenant retail units available and expected to provide job creation primarily targeted to the local student body.
- In 2018, two community development investments totaling \$3.9 million in an affordable housing renovation project which includes 69 loft-style apartment units located in a low-income census tract within the Cleveland-Elyria, Ohio, area and further supports the local neighborhood redevelopment plan.
- In 2018, six investments totaling \$5.9 million in Community Development Bonds to support a local municipality within the Warren, Michigan, area. Bonds will provide community services, economic development, and/or revitalization and stabilization to LMI individuals or LMI neighborhoods.

TCF Bank and Chemical Bank also made qualified grants or donations to community organizations throughout its assessment areas. Founded in 1989, the TCF Foundation extends contributions to charitable organizations in education, human services, community development, the arts and veteran services. Chemical Bank charitable contributions supported organizations focused on affordable housing, workforce development, economic development and financial education.

Examples of such community development grants include:

- From 2018-2019, \$30,000 to support an organization within the Minneapolis, Minnesota, area which provides quality affordable housing and supportive programs including a one-stop mortgage resource information telephone line helping LMI households avoid such things as foreclosure and predatory lending scams.
- From 2017-2019, \$36,360 to support an organization that provides a workforce development program to local area high school students within the Chicago, Illinois, area. Students must meet LMI eligibility requirements and, due to the direct partnership engagement, benefit from hands-on work experience at TCF Bank via the work-study program.
- In 2019, \$33,300 to support an organization that provides single-family affordable housing within the Denver, Colorado, area. Organization supports clients with homeowner and financial management courses as prerequisites for their programs.

- In 2019, \$50,000 to support an organization located within the Flint, Michigan, area that is focused on operating as a leader and catalyst to expand and enhance quality housing and community development initiatives for underserved people and communities by developing partnerships and providing financial support to achieve those goals.
- In 2019, \$30,000 to support an organization located within the Detroit, Michigan, area and which serves as an advocate for the most vulnerable within the community. It provides financial education, workforce development, as well as financial support to empower individuals and families to enhance the quality of their lives and achieve self-sufficiency.
- In 2019, \$50,000 to support an organization located within the Grand Rapids, Michigan, area that is focused on providing affordable housing opportunities and education to local communities.
- In 2019, \$50,000 to support an organization located within the Cleveland-Elyria, Ohio, area whose mission is to improve quality of life through neighborhood revitalization, affordable housing and integrated social services.
- In 2019, \$25,000 to support an organization located within the Youngstown, Ohio, area which operates as a partnership of public and private interests focused on the revitalization and economic diversification of the Mahoning Valley Region, specifically, to help businesses grow and to create and retain jobs.
- From 2018 to 2019, \$68,200 to support an organization located in the Milwaukee, Wisconsin, area which operates as a homeless shelter providing access to basic needs such as food, shelter and clothing, as well as provides programs and services intended to address root causes, such as job training and financial counseling.
- From 2018-2019, \$8,000 to support a local area foodbank within the Milwaukee, Wisconsin, area which operates multiple warehouses and distributes more than 14 million pounds of food per year and impacts nearly 300,000 people.
- From 2018-2019, \$20,000 to support an organization located in the Sioux Falls, South Dakota, area which provides low-income, affordable housing as well as first-time homebuyer, foreclosure prevention, and financial education and counseling.

TCF Bank's community service activities focus on organizations that provide affordable housing, workforce development, financial education, or economic development and community revitalization. TCF Bank employees have continued to serve on boards and committees of, or provide employee volunteers to, a number of community organizations throughout TCF Bank's assessment areas. TCF Bank assists its communities through two financial education programs: the TCF Financial Scholars Program for teens and the TCF Financial Fitness Program for adults. TCF Bank also partners with EVERFI, one of the nation's leading providers of innovative financial education programming. In the last three years, TCF Bank reached nearly 1,300 high schools and more than 140,000 students. From August 2013 until November 2020, the TCF

Financial Scholars Program has taught more than 300,000 students important skills to help them become better prepared to make informed decisions about their financial futures. In total, students across seven states have completed more than 1 million hours of financial education content.

Convenience and Needs Considerations

The Proposed Transaction will bring a number of significant benefits to the customers of TCF and Huntington and to the communities they serve. Huntington prioritizes community reinvestment and active community involvement, as demonstrated in the *Introductory Statement—Commitment to CRA* section above, and is eager to serve the banking and credit needs of all of the customers and communities of the combined organization.

Huntington and TCF proactively support the needs of their respective communities, and the combined organization will continue to do so in the overlapping areas and in the new markets that Huntington will gain through the Proposed Transaction. As noted above, the combined company will focus on serving customer needs through delivering a distinctive customer experience. Continued investment in mobile and digital innovation will be an outcome of the new, larger company.

The current customers of both TCF Bank and Huntington Bank will benefit from the combined bank's more extensive network of branches and ATMs. Huntington Bank has branches in areas of Illinois and Michigan not currently served by TCF Bank. In addition, Huntington Bank has multiple branches in Indiana, Kentucky, Pennsylvania and West Virginia, states where TCF Bank has no branches. Similarly, TCF Bank has branches in areas of Illinois and Michigan not currently served by Huntington Bank. In addition, TCF Bank has branches in Colorado, Minnesota, South Dakota and Wisconsin, states where Huntington Bank has no branches.

Huntington Bank has devoted significant resources in recent years to the branding and design of its customer touchpoints (branches, ATMs, mobile apps, websites, etc.) and to refine its product selection, all to increase benefits and convenience to its customers. These efforts have resulted in Huntington Bank winning many awards for its customer service, products and branch network convenience. For example, Huntington Bank ranked highest in Customer Satisfaction in the 2019 U.S. Banking Mobile Apps Satisfaction Study and the 2019 U.S. Online Banking Satisfaction Study by J.D. Power. TCF customers will gain access to Huntington's online and mobile banking platforms, which include more robust budgeting tools, identity monitoring, Money Scout, an automated savings program, and Chatbot servicing, among other benefits.

Huntington and Huntington Bank will provide the former customers of TCF Bank with a broader set of product and service offerings, including, among others: deposit products and loan programs designed to benefit underserved populations and communities, as well as small businesses; various commercial, trust/fiduciary, wealth and investment management, institutional and public sector banking products and services; and personal and commercial lines of insurance products and services that are not available at TCF Bank. Huntington is still in the process of evaluating TCF's products and services, and their terms, and mapping them to its own products and services in order to determine which, if any, products or services of TCF will be discontinued or changed.

The core consumer products (checking, savings, and money market) currently offered by the two banks are similar. Huntington Bank offers deposit and loan products for all segments of the communities it serves, including the underserved. The bank has developed and implemented innovative products and features as part of its “Fair Play” banking strategy. For example, Huntington Bank’s Asterisk-Free Checking® account has no minimum-balance requirement, no monthly service fee and no-fee debit card use and offers free online banking including bill pay. Further, checking account customers can also sign up for email or text messages to help them better monitor their balances and transactions. Although TCF Bank has a similar consumer checking account with no monthly service fees when the account is active, no minimum-balance requirement and no-fee debit card use, Huntington Bank checking accounts have certain advantages as noted below.

As part of its “Fair Play” banking strategy, all Huntington Bank checking accounts will receive Huntington Bank’s patented 24-hour Grace® feature, which allows customers with an overdraft balance to make a deposit the next business day to clear the overdraft and avoid an overdraft fee. Huntington also has a No Overdraft Fee \$50 Safety ZoneSM feature on all checking accounts that does not charge any overdraft fees if an account becomes overdrawn up to \$50. Huntington Bank also credits same-day deposits made up to midnight, including deposits made on mobile devices and at ATMs through the bank’s All-Day DepositSM solution. The posting order for all electronic debits on accounts of both Huntington Bank and TCF Bank is chronological, including for ACH transactions, as well as ATM/debit card transactions. Huntington Bank provides no-fee overdraft protection transfers from savings, credit card, and home equity accounts (to support maintenance of positive checking account balances) and no monthly maintenance fees on any savings account when linked to a checking account. Customers in TCF Bank’s Base Account currently have a \$4 monthly service fee. Additionally, Huntington will be able to offer TCF customers direct access to consumer credit card products. TCF currently refers its customers to third parties.

In addition, Huntington Bank offers an extensive range of business checking and savings accounts, including its low-cost Community Checking Account (with no monthly fees for businesses that have up to 100 transactions) and Business Premier Savings Account, and offers payables/receivables management (lockbox, vault, deposit and merchant services), treasury and foreign exchange services for small and larger businesses alike. Huntington is one of the only banks that offer free unlimited transactions on a business checking account with its Unlimited Business Checking and Unlimited Plus Business Checking products. These products come with one to two bonus services such as free Reverse Positive Pay to protect against fraud, discounts on payroll services, or free Huntington Deposit Scan.

Huntington Bank also offers innovative lending programs, including those that assist underserved groups of customers. As discussed, Huntington Bank’s proprietary Community Access Mortgage loan program assists LMI borrowers or borrowers in LMI communities to purchase or refinance residences by allowing higher loan-to-value ratios, no purchased mortgage insurance (“PMI”) requirement and no interest rate adjustment for lower credit scores. In addition, Huntington Bank offers its Consumer First Mortgage program, which is designed to provide a convenient, low-cost refinancing of a residence and/or cash-out option with no PMI requirements. Even prior to the Proposed Transaction, Huntington Bank is the largest bank

participant in the Detroit Home Mortgage Program and Fund and will adopt TCF's commitment as well. The Detroit Home Mortgage is a product developed by five local institutions (Huntington Bank, the former Chemical Bank and the former FirstMerit Bank were part of the original five banks) in which home purchasers in Detroit receive low-cost mortgage loans to cover the gaps between the amounts of mortgage loans needed, including for required repairs and rehabilitations, and the low appraised values of homes in Detroit.

Huntington Bank also actively participates in a variety of national, state and locally based mortgage lending programs designed to assist LMI individuals and LMI or minority communities, including Veterans Administration (VA), Federal Housing Administration (FHA), Cincinnati Federal Home Loan Bank, USDA and Fannie Mae mortgage programs. Examples of state- and county-sponsored programs in which Huntington Bank participates include: (1) the Cuyahoga County Housing Enhancement Loan Program in Ohio, which is designed to assist in the revitalization of the Cleveland area by offering loans linked to deposits that provide loans for alteration, repair, maintenance, improvement, code violation compliance and other property upgrades; (2) the State of Ohio ECOLink Home Equity Loan and Unsecured Loan Programs, which are designed to provide reduced rate financing for Ohioans completing weatherization improvements and installing energy-efficient products in their primary homes; (3) the down-payment assistance program of the Ohio Housing Finance Agency through which down-payment assistance of up to 5%, in the form of a forgivable second lien mortgage, of the purchase price is provided at competitive rates; (4) the down-payment assistance program of the Michigan State Housing Development Authority through which down-payment assistance to individuals with qualifying income levels is provided in amounts of up to \$7,500, in the form of a second lien mortgage loan; and (5) an installment loan program offered through Mercy Medical hospital for loans up to \$35,000 where the patients pay no fees or interest.

As a larger SBA lender than TCF Bank, Huntington Bank offers additional loan opportunities for its small business customers. Huntington Bank ranked highest in the Midwest in the 2018 U.S. Small Business Satisfaction Study by J.D. Power. In 2018 and 2019, Huntington Bank also received excellence awards for U.S. small business banking from Greenwich Associates for both National and Midwest Overall Satisfaction, among others. One of the nation's foremost business banking organizations, with local sales supported by a highly effective centralized underwriting and portfolio management group, Huntington Bank's Business Banking supports businesses with annual revenues up to \$20 million.

As noted above, the nation's largest originator, by volume, of SBA 7(a) loans for the third consecutive year at the close of the SBA fiscal year 2020, Huntington Bank also marked the 12th year in a row as the largest originator, by volume, of SBA 7(a) loans in its footprint. Huntington Bank participates in the following SBA-guaranteed loan programs: (1) the SBA 7(a) program, through which loans are provided to start, acquire or expand small businesses, and SBA 7(a) (Express), which provides expedited processing for such loans up to \$350,000; and (2) the SBA 504 program, in which banks partner with a local Certified Development Company to provide long-term, fixed-rate financing to small businesses for fixed assets and real estate. Huntington Bank also processed more than 38,000 PPP loans in 2020.

Local Huntington Bank bankers making SBA loans are supported by full-time dedicated SBA lending specialists and a full-time SBA credit and operations shop of over 100 colleagues dedicated to this specialty financing. In 2020, Huntington also launched Huntington Lift Local for Business, offering a suite of products for minority, female, veteran and LMI/MMT business owners. This program offers access to capital via a low-cost SBA lending product, free business checking and treasury services, as well as free financial education to qualified business owners who otherwise would not have access to these types of programs and services.

After consummation of the Proposed Transaction, Huntington Bank will build out its Business Banking model in TCF's footprint, including deployment of Business Banking teams in Minneapolis and Denver. This action will provide access to small business credit, SBA, deposit services, and treasury management solutions in those markets not currently available at TCF. Additionally, Huntington Bank recently announced 24-Hour Grace[®] for Business to help business customers minimize overdraft fees.

Huntington Bank is an active participant in a number of state-sponsored programs designed to assist small businesses. Examples of such programs include: (1) Ohio Minority Direct Loan, which provides fixed-, low-interest rate loans to certified minority-owned businesses that are purchasing or improving fixed assets, resulting in new job creation in Ohio; (2) Ohio Capital Access and Michigan Capital Access, which allow lenders to make loans to businesses that might otherwise not qualify for a loan; (3) Ohio Grow Now, which allows small business owners to receive up to a 3% interest rate on loans in exchange for the creation or retention of jobs; (4) Ohio AgLink, which offers an interest rate reduction to Ohio farmers and other agricultural businesses to help offset the impact of upfront costs; (5) Ohio Collateral Enhancement, which offers a cash collateral account to cover up to 30% of a borrower's collateral shortfall, enabling small businesses such as manufacturers to acquire financing for which they otherwise might not qualify; (6) ReEnergize Ohio, which offers up to a 33% interest rate reduction on new or existing small business loans when the funds are used for approved energy-efficiency upgrades; and (7) Michigan Capital Access, which provides a cash collateral account to cover up to 49.9% of a borrower's collateral shortfall to enable small businesses to receive loans for which they might otherwise not qualify.

TCF Bank commercial and public sector customers also will benefit from Huntington Bank's significantly broader product suite with an extended and/or national footprint, including in: (1) risk management products such as interest rate derivatives, foreign exchange capabilities and commodities hedging; (2) an established syndicated loan capability; (3) institutional broker-dealer products and services, such as debt capital market capabilities, additional cash management and investment options through Huntington's Fixed Income Sales and Trading products, as well as products and partnerships for equity capital markets, real estate capital markets and advisory; (4) treasury management, such as Real Time Payments and Electronic Bill Pay and Presentment (soon to be available), Smart Safe and Escrow Manager solutions; and (5) certain specialized lending products, such as technology finance, mezzanine lending and global advisory services. TCF currently offers interest rate derivatives only through a third-party-managed program and offers certain foreign exchange capabilities only through an outsourced third-party arrangement. Huntington customers will also gain access to certain TCF products, including (1) a national equipment finance platform that will complement Huntington's

existing equipment finance offerings, including additional industry verticals, vendor finance capabilities and a small ticket leasing platform, and (2) a national inventory finance platform.

Through its Private Client Group, the Huntington Private Bank offers Wealth Management, Fiduciary and Banking Services to both consumers and institutional clients. Due to the size and scale of the business, Huntington Bank is generally able to provide a wider array of Wealth Management products and services than TCF Bank. TCF clients will have access to additional products and services through the Huntington Private Bank. Those additional services include asset-backed secured lines of credit and advanced wealth strategy and financial planning. Huntington Bank also offers Corporate Trust product solutions that do not exist within TCF, including bond trustee, registrar, paying agent and document custody services as well as institutional custody services. In addition, Huntington Bank offers centralized processing of Irrevocable Life Insurance Trust, Cemetery & Funeral Trusts, and Real Estate Trust services. Data from the core system is integrated into Huntington Bank's retail online experience so that clients can see all their Huntington balances in one place. This will be a change for TCF clients, who today must access up to four separate platforms to find this information.

In addition, Huntington provides securities brokerage and investment advisory services for consumer customers, activities that TCF currently offers only through outsourced third-party arrangements. Utilizing a bank affiliate, as opposed to a third party, will ensure strategic and risk alignment regarding investment products and services. The Huntington Investment Company, a wholly owned subsidiary of Huntington, offers brokerage and investment advisory services under the trade name Huntington Financial Advisors ("HFA"). HFA is an SEC-registered broker-dealer and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. HFA is also an SEC-registered investment adviser and a licensed insurance agency in multiple states. HFA's clearing broker is National Financial Services LLC. HFA can offer several enhancements to this structure, including a streamlined onboarding and servicing model. Some examples include improved new account setup and document imaging workflow capabilities. In addition, other tools and vendor relationships exist that will provide opportunity for an improved colleague and customer experience, including financial planning tools. TCF advisors will also gain access to the intellectual capital of the Huntington Private Bank's Chief Investment Office, including market analysis, commentary, and weekly videos. The integration of investments into the online and mobile client experience would be an enhancement to TCF clients as well. Both HFA and TCF have complementary products, services and delivery approach, which should limit client disruption.

Further, through its commercial and personal lines insurance agency, Huntington Insurance, Inc., a wholly owned subsidiary, Huntington offers a broad array of insurance products and insurance-related consultative services, including property and casualty, life, accident and health to consumers and businesses. In addition, HBI Title Services, Inc., a wholly owned subsidiary of Huntington, is a full-service title company providing closing, title clearing and residential and commercial title insurance services. TCF Bank does not actively offer insurance products or services.

Importantly, Huntington Bank will continue its high level of community development lending, investment and services, throughout the combined organization's footprint, taking into account

the Proposed Transaction. As discussed above, Huntington has agreed in the Holdco Merger Agreement to contribute \$50 million to establish a new Huntington Donor-Advised Fund at the Community Foundation for Southeast Michigan to serve the needs of communities in Detroit and across the footprint of the combined bank. The donor-advised fund will be in addition to commitments already made by both banks, including: (a) a combined \$10 million to Detroit's Strategic Neighborhood Fund; (b) Huntington's recently announced the 2020 Community Plan (\$5 billion specific to Michigan), which is focused on driving economic inclusion through access to capital, affordable housing and home ownership, and community lending and investment; and (c) TCF's recently announced a \$1 billion commitment over five years to support minority-owned and women-owned small businesses.

Huntington also has a strong Environmental, Social and Governance ("ESG") Program. Huntington's ESG Program highlights Huntington's commitment to shareholders, customers, colleagues and communities. Huntington's multi-year focus on all aspects of ESG enabled the bank to help its customers and communities navigate the COVID-19 pandemic. Huntington has established a variety of temporary relief programs, which include loan payment deferrals, late fee and overdraft waivers and the suspension of foreclosure and repossessions. As discussed above, Huntington's historical leadership and advocacy for small businesses positioned it to support business owners through the SBA's Paycheck Protection Program. As the top originator of SBA 7(a) loans by volume in the bank's footprint for 12 consecutive years, Huntington leveraged its expertise to help more than 38,000 businesses secure loans totaling more than \$6 billion so they could continue operations and maintain payroll during the pandemic. Additional information about the ESG Program is provided in its 2019 ESG Report, which is attached as Exhibit 12.

In addition, as noted above, the Proposed Transaction will bring together two purpose-driven banking organizations with highly compatible business models, risk management systems and customer-oriented cultures, and will enhance the financial stability and prospects of Huntington.

Branch Actions. Although the overlapping branch networks of Huntington Bank and TCF Bank will result in the necessary consolidation or closing of some branches, customers of the respective banks will not be materially impacted. Huntington Bank is taking care to mitigate, where possible, any potentially adverse effects of such branch actions. As discussed in more detail in Exhibits 13, 14 and 15, Huntington Bank expects to consolidate 86 branches and close 112 branches in connection with the Proposed Transaction.³⁹ Exhibit 13 gives an overview of TCF Bank's licensed branch network and an overview of the proposed branch consolidations and closings. Exhibit 14 lists all the current TCF Bank locations for which Huntington Bank will seek branch licenses from the OCC.

Concerning the closing branches, the factors that were used in identifying branches for closure included: proximity to the nearest branch, respective conditions and available services at the closing and recipient branch, customer and community impact, financial performance and future prospects of the branch. In most cases, the customer accounts of branches to be closed will be transferred to the next nearest branch, either a former TCF Bank branch location or an existing

³⁹ These branches to be consolidated or closed do not include the branches in certain markets in Michigan that would be divested to mitigate any potentially adverse competitive effects of the Proposed Transaction.

Huntington Bank branch location. Accounts of customers of a branch to be consolidated will be transferred to the branch designated as the surviving branch of the two consolidating branches. Exhibit 15 identifies: (a) the TCF Bank or Huntington Bank branches to be consolidated or closed, (b) the recipient branches, (c) the distances between such branches and (d) the reasons for the consolidation or closure and the factors mitigating any adverse impact on affected customers.

Huntington Bank will provide prior notices of any branch closures to the applicable regulators and the customers in accordance with the applicable law, regulations and regulatory guidance. Customers of branches to be consolidated also will receive prior notices of the planned consolidation into other branches. Huntington Bank adheres to a comprehensive internal branch opening, closing, relocation and consolidation policy to ensure compliance with applicable laws and to regulatory guidance. Huntington Bank's Branch Opening, Closing, Relocation & Consolidation Policy requires the following to be considered during the evaluation process:

- ensuring compliance with applicable laws and regulatory guidance for branch openings, closings, relocations and consolidations;
- ensuring that all branch changes are approved by Huntington Bank's board of directors or a committee or member of management as delegated by the board;
- ensuring that the necessary regulatory and client notices, applications and legal notices are completed to comply with the regulations governing branching;
- escalating, as necessary, risk and compliance issues to the Chief Risk Officer and Legal Regulatory Compliance Committee; and
- conducting appropriate analysis of CRA-related impacts of branch opening, closing, relocation and consolidation activity, considering the effect on the community, the ability of the bank to provide service to the area and the presence of other financial institutions in the area.

Any limited inconvenience caused by the closings and consolidations in connection with the Proposed Transaction should be weighed against the fact that TCF customers will gain access to Huntington Bank's more extensive suite of products and services and larger branch and ATM networks, as discussed above.

Conclusion

The Proposed Transaction will bring together two banking organizations with highly compatible cultures, business models, risk management systems and dedication to customer service, resulting in a stronger bank holding company that is better able to serve the needs and interests of Huntington's and TCF's customers, communities and other constituents. All the statutory factors that the OCC must consider in acting on the Application are consistent with approval. Huntington and TCF have ample financial and managerial resources to successfully consummate the Proposed Transaction and combine their operations in a safe and sound manner. Both banks are well capitalized and will remain so upon consummation of the Proposed Transaction.

The combined organization will have the necessary risk management systems, managerial resources and extensive experience to successfully integrate TCF and TCF Bank into the Huntington organization. Both Huntington and TCF have effective BSA/AML/OFAC compliance records. Huntington will integrate TCF's operations into Huntington's effective enterprise-wide BSA/AML/OFAC and consumer compliance program and systems. In addition, the Proposed Transaction will neither adversely impact competition, either nationally or in any banking market, nor result in any material risk to the United States banking or financial system.

The continuation of the strong CRA performance records of Huntington Bank and TCF Bank, under Huntington's CRA compliance policies and procedures after consummation of the Proposed Transaction, will benefit the customers and communities serviced by the combined organization. The Proposed Transaction will further meet the convenience and needs of the communities to be served by offering TCF's consumer, small business, commercial, institutional and public sector customers a broader suite of products and services to meet their needs. Customers of both TCF Bank and Huntington Bank also will benefit from the combined bank's larger branch and ATM networks.

For all of the reasons discussed in this Application, the Proposed Transaction should be approved.

Application Questions

1. Are there any material aspects of the transaction (for example, financing arrangements) that are not reflected in the agreement, or any features (for example, structure and significant terms and conditions) that are not customary or usual in the agreement?

Yes No

If the answer is yes, explain.

2. Are there any issues regarding the permissibility under applicable state or federal laws or regulations of the proposed transaction (for example, nonbank activities, branching, qualified thrift lender's test, investment in bank premises)?

Yes No

Please see answer below.

If the answer is yes, describe the issues.

Please see Confidential Exhibit N regarding the amount of the resultant bank's investment in bank premises.

3. Will the applicant or resultant bank retain any nonconforming or impermissible assets or activities?

Yes No

If the answer is yes, describe them, including the method of and anticipated time period for divestiture or disposal.

4. Does the applicant anticipate any significant changes in products or services, including fee increases or branch closings, that would result from the consummation of the proposed transaction?

Yes No

Please see answer below.

If the answer is yes, list those changes, including the anticipated effect on the community to be served. If any products or services will be discontinued, branches will be closed, or fees increased, describe and explain reasons.

Please see the *Introductory Statement—Convenience and Needs Considerations* section for responsive information regarding products and services.

Also see Exhibits 13, 14 and 15 for information regarding branch consolidations and closures.

- 5a. Will the proposed transaction affect the applicant's ability to meet the existing or anticipated needs of its community(ies) under the applicable criteria of the Community

Reinvestment Act (CRA), including the needs of low- and moderate-income geographies and individuals?

Yes No

If the answer is yes, discuss the effect.

Please see the *Introductory Statement—Commitment to CRA* section for responsive information.

5b. Will the applicant’s assessment area change?

Yes No

If the answer is yes, describe the change.

Huntington Bank plans to expand its CRA assessment areas to include all of those currently served by TCF Bank. A full listing of Huntington Bank’s *pro forma* CRA assessment areas is attached as Exhibit 10.

5c. At its most recent federal regulatory examination, did any of the combining institutions receive a CRA rating of “needs to improve” or “substantial noncompliance” institution-wide, or where applicable in a state or a multi-state MSA, or receive an evaluation of less than satisfactory performance in an MSA or in the non-MSA portion of a state in which the acquiring bank is expanding as a result of the consolidation?

Yes No

If the answer is yes, describe what actions, if any, have been taken to redress deficiencies in the institution’s CRA record of performance since the examination.

6. Is the transaction subject to the Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994?

Yes No

If the answer is yes, discuss authority; compliance with state age limits and host state(s) filing requirements; and applicability of nationwide and statewide concentration limits. In addition, discuss any other restrictions that the states seek to apply (including state antitrust restrictions).

Please see the *Introductory Statement—Permissibility of the Bank Merger under the Riegle-Neal Act* section for responsive information.

7. Will any banking offices that have not been certified as banking offices by the OCC: (a) be established or retained as branches, including the main office, and branches of the target institution; (b) be approved, but unopened branch(es) of the target institution, including the date the current federal and state agencies granted approval(s); and (c) be retained as branches in the applicant’s original home state in the event the applicant is relocating its main office to another state.

Yes No

Please see answer below.

If the answer is yes, provide the popular name, street address, city, county, state, and ZIP Code for each location being established or retained, approved and unopened, retained in the applicant’s original home state in the event the applicant is relocating its main office to another state.

Huntington Bank seeks licenses from the OCC for various banking locations it will be acquiring from TCF Bank in the Bank Merger. Please see Exhibits 13 and 14 for additional information.

8. Will the resultant national bank acquire any subsidiaries with activities or investments not previously approved by the OCC for either the acquiring or target banks?

Yes No

If the answer is yes, provide the information and analysis for the activities of each subsidiary or investment that would be required if it were established pursuant to 12 CFR 5.34 or 5.39.

Please see Exhibit 2 for a list of each of TCF Bank’s nonbank subsidiaries and the regulatory authorization for their activities.

9. Will the resultant bank avoid any commitments entered into by any of the combining institutions with community organizations, civic associations, or similar entities to provide banking services to the community?

Yes No

If the answer is yes, describe the commitment, explain the reasons for not assuming the commitment, and the effect on the relevant community.

Please see *Introductory Statement—Convenience and Needs Considerations* for responsive information.

10. Will the applicant be or become affiliated with a company engaged in insurance activities that is subject to supervision by a state insurance regulator as a result of the transaction?

Yes No

If the answer is yes, provide:

a. The name of company.

TCF Agency Insurance Services, Inc. (“TCF Agency”).

b. A description of the insurance activity in which the company is engaged and plans to conduct.

TCF Agency is a licensed life insurance agency. It is not currently actively engaged in offering any insurance products or services.

As shown on the organization chart at Exhibit 5, TCF Agency is a direct wholly owned subsidiary of TCF Bank. As shown on the *pro forma* organization chart at Confidential Exhibit D, upon the Bank Merger, TCF Agency will become a direct wholly owned subsidiary of Huntington Bank. Huntington Bank has not yet determined whether it will offer any insurance products or services through TCF Agency following the Bank Merger. For additional information about TCF Agency, please see the discussion of this company in Exhibit 2.

- c. A list of each state and the lines of business in that state in which the company holds, or will hold, an insurance license. Indicate the state where the company holds a resident license or charter, as applicable.**

As noted above, TCF Agency is not currently actively engaged in offering any insurance products or services. The company holds the following licenses: (a) Minnesota Resident Producer License and (b) Non-Resident Producer Licenses in Arizona, Colorado, Illinois, Michigan, South Dakota and Wisconsin. These licenses authorize it to offer Life, Accident and Health, Property and Casualty insurance in each of these states.

11. Provide a copy of (a) the draft or, if available, executed merger or transaction agreement, including any amendments; (b) any board of directors' resolutions related to the transaction; (c) interim charter, names of organizers, and related documents, if applicable; and (d) a copy of the pro forma balance sheet and regulatory capital schedule. (See instructions for explanation of the information to include.)

- (a) A copy of the executed Holdco Merger Agreement is in Exhibit 1. The disclosure schedules to the Holdco Merger Agreement are at Confidential Exhibits L and M. A copy of a Summary of the Principal Terms of the Holdco Merger Agreement is in Exhibit 3. A copy of the Bank Merger Agreement is in Confidential Exhibit C.
- (b) Joint resolutions approved by the boards of directors of Huntington and Huntington Bank are in Confidential Exhibit A. Resolutions approved by the boards of directors of TCF and TCF Bank are in Confidential Exhibit B.
- (c) Not applicable.
- (d) *Pro forma* financial information is attached at Confidential Exhibit E.

Applicants for a nonaffiliate transaction also must complete items 12 through 14.

Items 12-14 are not applicable. This is an affiliate transaction. However, we have included for your information a complete copy of the application filed with the Federal Reserve. Included in that filing is a Competitive Memorandum which discusses the competitive effects and proposed divestitures.

12. Do the acquiring bank and target compete in any relevant geographic market (see Bank Merger Screen)?

Yes No

If the answer is yes,

a. Does the HHI for any relevant banking market increase by more than 200 points with a post-acquisition HHI of at least 1800?

Yes No

b. Excluding markets in which the acquiring bank has 35 percent or more of the deposits, will the resultant bank have greater than 35 percent of the deposits in a relevant market?

Yes No

A “yes” answer for either question will result in the application being removed from expedited processing for additional competitive review. In such circumstances, the applicant may consult the Competitive Review Appendix in the “Business Combinations” booklet of the *Comptroller’s Licensing Manual* for guidance on addressing competitive issues or contact the appropriate OCC District Licensing office directly for specific instructions.

13. Does the proposed transaction involve a branch sale or any other divestiture of all or any portion of the bank, savings association, or nonbank company, or any other action to mitigate competitive effects?

Yes No

If the answer is yes, discuss the timing of the branch sale or divestiture, purchaser, and other specific information.

14. Will any management interlocking relationships (12 USC §§ 3201-3208) exist following consummation?

Yes No

If the answer is yes, describe the management interlocking relationship, including a discussion of the permissibility of the interlock for relevant laws and regulations.

Exhibits

PUBLIC EXHIBIT VOLUME

<u>Exhibit 1</u>	Agreement and Plan of Merger by and between Huntington and TCF, dated as of December 13, 2020
<u>Exhibit 2</u>	Subsidiaries of TCF and TCF Bank
<u>Exhibit 3</u>	Summary of the Principal Terms of the Holdco Merger Agreement
<u>Exhibit 4</u>	Huntington Organization Chart
<u>Exhibit 5</u>	TCF Organization Chart
<u>Exhibit 6</u>	Form of Newspaper Notice for the Bank Merger Act Application
<u>Exhibit 7</u>	General Overview of Huntington's Risk Management Program and Risk Management Philosophy
<u>Exhibit 8</u>	Overview of Huntington's Compliance Risk Management Program
<u>Exhibit 9</u>	Overview of Huntington's Fair Lending Program
<u>Exhibit 10</u>	CRA Assessment Areas
<u>Exhibit 11</u>	2020 Community Plan
<u>Exhibit 12</u>	2019 ESG Report
<u>Exhibit 13</u>	Branch Actions Overview
<u>Exhibit 14</u>	TCF Bank List of Branches
<u>Exhibit 15</u>	Additional Information on Branch Consolidations and Closures
<u>Exhibit 16</u>	Certain Public Financial Stability Information

CONFIDENTIAL EXHIBIT VOLUME

(PROVIDED IN SEPARATELY BOUND CONFIDENTIAL VOLUME)

<u>Confidential Exhibit A</u>	Joint Resolutions of the Boards of Directors of Huntington and Huntington Bank
<u>Confidential Exhibit B</u>	Resolutions of the Boards of Directors of TCF and TCF Bank
<u>Confidential Exhibit C</u>	Bank Merger Agreement
<u>Confidential Exhibit D</u>	<i>Pro Forma</i> Organization Chart of Huntington and Huntington Bank
<u>Confidential Exhibit E</u>	<i>Pro Forma</i> Financial Statements, Capital Ratios and Asset Quality of Huntington and Huntington Bank
<u>Confidential Exhibit F</u>	Certain Information on Huntington and Huntington Bank Directors and Officers
<u>Confidential Exhibit G</u>	Due Diligence Summary
<u>Confidential Exhibit H</u>	Integration Approach and Conversion Timeline
<u>Confidential Exhibit I</u>	Huntington's BSA/AML policy
<u>Confidential Exhibit J</u>	Huntington's OFAC policy
<u>Confidential Exhibit K</u>	Certain Confidential Financial Stability Information
<u>Confidential Exhibit L</u>	Huntington Disclosure Schedules to the Holdco Merger Agreement
<u>Confidential Exhibit M</u>	TCF Disclosure Schedules to the Holdco Merger Agreement
<u>Confidential Exhibit N</u>	Request for Increase in Investment in Bank Premises

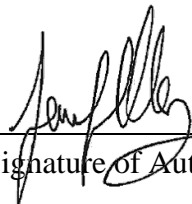
CERTIFICATION

We hereby certify that our board of directors, by resolution, has authorized the filing of this application, and that to the best of our knowledge, it contains no misrepresentations or omissions of material facts. In addition, we agree to notify the agency if the facts described in the filing materially change prior to receiving a decision or prior to consummation. Any misrepresentation or omission of a material fact constitutes fraud in the inducement and may subject us to legal sanctions provided by 18 USC 1001 and 1007.

We acknowledge that approval of this application is in the discretion of the appropriate federal banking agency. Actions or communications, whether oral, written, or electronic, by an agency or its employees in connection with this filing, including approval of the application if granted, do not constitute a contract, either express or implied, or any other obligation binding upon the agency, other federal banking agencies, the United States, any other agency or entity of the United States, or any officer or employee of the United States. Such actions or communications will not affect the ability of any federal banking agency to exercise its supervisory, regulatory, or examination powers under applicable law and regulations. We further acknowledge that the foregoing may not be waived or modified by any employee or agent of a federal banking agency or of the United States.

Signed this 11 day of January, 2021.

The Huntington National Bank by
(Applicant)



(Signature of Authorized Officer)

Jana J. Litsey

(Typed Name)

General Counsel

(Title)

CERTIFICATION

We hereby certify that our board of directors, by resolution, has authorized the filing of this application, and that to the best of our knowledge, it contains no misrepresentations or omissions of material facts. In addition, we agree to notify the agency if the facts described in the filing materially change prior to receiving a decision or prior to consummation. Any misrepresentation or omission of a material fact constitutes fraud in the inducement and may subject us to legal sanctions provided by 18 USC 1001 and 1007.

We acknowledge that approval of this application is in the discretion of the appropriate federal banking agency. Actions or communications, whether oral, written, or electronic, by an agency or its employees in connection with this filing, including approval of the application if granted, do not constitute a contract, either express or implied, or any other obligation binding upon the agency, other federal banking agencies, the United States, any other agency or entity of the United States, or any officer or employee of the United States. Such actions or communications will not affect the ability of any federal banking agency to exercise its supervisory, regulatory, or examination powers under applicable law and regulations. We further acknowledge that the foregoing may not be waived or modified by any employee or agent of a federal banking agency or of the United States.

Signed this 10th day of January, 2021.

TCF National Bank by
(Target)


(Signature of Authorized Officer)

Joseph Green
(Typed Name)

General Counsel
(Title)

PUBLIC EXHIBIT VOLUME

APPLICATION

to the

OFFICE OF THE COMPTROLLER OF THE CURRENCY

by

THE HUNTINGTON NATIONAL BANK

for Prior Approval to Merge with

TCF NATIONAL BANK

and Establish Branches

pursuant to

the Bank Merger Act and the National Bank Act,
12 U.S.C. §§ 36(d), 215a-1 and 1828(c)

January 11, 2021

PUBLIC EXHIBIT VOLUME
THE HUNTINGTON NATIONAL BANK
January 11, 2021

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Public Exhibit 1

Agreement and Plan of Merger by and between Huntington and TCF, dated as of December 13,
2020

AGREEMENT AND PLAN OF MERGER

by and between

HUNTINGTON BANCSHARES INCORPORATED

and

TCF FINANCIAL CORPORATION

Dated as of December 13, 2020

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of December 13, 2020 (this “Agreement”), by and between Huntington Bancshares Incorporated, a Maryland corporation (“Huntington”) and TCF Financial Corporation, a Michigan corporation (“TCF”).

WITNESSETH:

WHEREAS, the Boards of Directors of Huntington and TCF have determined that it is in the best interests of their respective companies and their shareholders to consummate the strategic business combination transaction provided for herein, pursuant to which TCF will, subject to the terms and conditions set forth herein, merge with and into Huntington (the “Merger”), so that Huntington is the surviving corporation (hereinafter sometimes referred to in such capacity as the “Surviving Corporation”);

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify as a “reorganization” within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the “Code”) and this Agreement is intended to be and is adopted as a plan of reorganization for purposes of Sections 354 and 361 of the Code; and

WHEREAS, 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 herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. Subject to the terms and conditions of this Agreement, in accordance with the Maryland General Corporation Laws, as amended (the “MGCL”) and the Michigan Business Corporation Act, as amended (the “MBCA”), at the Effective Time, TCF shall merge with and into Huntington. Huntington shall be the Surviving Corporation in the Merger, and shall continue its corporate existence under the laws of the State of Maryland. Upon consummation of the Merger, the separate corporate existence of TCF shall terminate.

1.2 Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger (the “Closing”) will take place at 10:00 a.m., New York City time, remotely via the electronic exchange of closing deliveries, on a date which shall be no later than three (3) business days after the satisfaction or waiver (subject to applicable law) of the latest to occur of the conditions set forth in Article VII hereof (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 Huntington and TCF. The date on which the Closing occurs is referred to in this Agreement as the “Closing Date”.

1.3 Effective Time. Subject to the terms and conditions of this Agreement, on or before the Closing Date, Huntington shall cause to be filed articles of merger (the “Articles of Merger”) as provided under the MGCL with the Maryland State Department of Assessments and Taxation (the “Maryland Department”) and a certificate of merger (the “Certificate of Merger”) as provided under the MBCA with the Michigan Department of Licensing and Regulatory Affairs (the “Michigan Department”). The Merger shall become effective as of the date and time specified in the Articles of Merger and the Certificate of Merger in accordance with the relevant provisions of the MGCL and the MBCA, or at such other date and time as shall be provided by applicable law (such date and time, the “Effective Time”).

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 MGCL and the MBCA and this Agreement.

1.5 Conversion of TCF Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Huntington, TCF, or the holder of any of the following securities:

(a) Subject to Section 2.2(e), each share of the common stock, par value \$1.00 per share, of TCF issued and outstanding immediately prior to the Effective Time (“TCF Common Stock”), except for shares of TCF Common Stock owned by TCF or Huntington (in each case other than shares of TCF Common Stock (i) held in any TCF Benefit Plans or related trust accounts, managed accounts, mutual funds and the like, or otherwise held in a fiduciary or agency capacity and (ii) held, directly or indirectly, in respect of debts previously contracted (collectively, the “Exception Shares”)) shall be converted, in accordance with the procedures set forth in this Agreement, into the right to receive, without interest, 3.0028 shares (the “Exchange Ratio” and such shares, the “Merger Consideration”) of the common stock, par value \$0.01 per share, of Huntington (the “Huntington Common Stock”).

(b) All of the shares of TCF 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 TCF Common Stock) previously representing any such shares of TCF Common Stock shall thereafter represent only the right to receive (i) the Merger Consideration, (ii) cash in lieu of a fractional share which the shares of TCF 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(e), and (iii) any dividends or distributions which the holder thereof has the right to receive pursuant to Section 2.2, in each case without any interest thereon. Old Certificates previously representing shares of TCF Common Stock shall be exchanged for certificates or, at Huntington’s option, evidence of shares in book entry form representing whole shares of Huntington Common Stock as set forth in Section 1.5(a) (together with any dividends or distributions with respect thereto and cash in lieu of fractional shares issued in consideration therefor) upon the surrender of such Old Certificates in accordance with Section 2.2, without any interest thereon. If, between the date of this Agreement and the Effective Time, the outstanding shares of Huntington Common Stock or TCF Common Stock shall have been increased,

decreased, changed into or exchanged for a different number or kind of shares or securities, in any such case as a result of a reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split, or other similar change in capitalization, or there shall be any extraordinary dividend or extraordinary distribution, an appropriate and proportionate adjustment shall be made to the Exchange Ratio to give holders of TCF Common Stock the same economic effect as contemplated by this Agreement prior to such event; provided, that nothing in this sentence shall be construed to permit Huntington or TCF to take any action with respect to its securities that is prohibited by the terms of this Agreement.

(c) Notwithstanding anything in this Agreement to the contrary, at the Effective Time, all shares of TCF Common Stock that are owned by TCF or Huntington (in each case other than the Exception Shares) immediately prior to the Effective Time shall be cancelled and shall cease to exist, and neither the Merger Consideration nor any other consideration shall be delivered in exchange therefor.

1.6 TCF Preferred Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Huntington, TCF or any holder of securities thereof, each share of 5.70% Series C Non-Cumulative Perpetual Preferred Stock, no par value, of TCF (“TCF Preferred Stock”) issued and outstanding immediately prior to the Effective Time shall automatically be converted into the right to receive a share of a newly created series of preferred stock of Huntington in substantially the form set forth in Exhibit C attached hereto (all shares of such newly created series, collectively, the “New Huntington Preferred Stock”) and, upon such conversion, the TCF Preferred Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time.

1.7 Huntington Common Stock. At and after the Effective Time, each share of Huntington Common Stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and shall not be affected by the Merger.

1.8 Treatment of TCF Equity Awards.

(a) At the Effective Time, each option granted by TCF to purchase shares of TCF Common Stock under a TCF Stock Plan (as defined below) that is outstanding and unexercised immediately prior to the Effective Time (a “TCF Stock Option”) shall be assumed and converted automatically into an option (an “Adjusted Stock Option”) to purchase, on the same terms and conditions as were applicable under such TCF Stock Option immediately prior to the Effective Time (including vesting terms), the number of shares of Huntington Common Stock (rounded down to the nearest whole number of shares of Huntington Common Stock) equal to the product of (A) the number of shares of TCF Common Stock subject to such TCF Stock Option immediately prior to the Effective Time, *multiplied by* (B) the Exchange Ratio, which Adjusted Stock Option shall have an exercise price per share of Huntington Common Stock equal to the quotient (rounded up to the nearest whole cent) obtained *by dividing* (1) the exercise price per share of TCF Common Stock subject to such TCF Stock Option immediately prior to the Effective Time, *by* (2) the Exchange Ratio.

(b) At the Effective Time, each award in respect of a share of TCF Common Stock subject to vesting, repurchase or other lapse restriction granted under a TCF Stock Plan

that is outstanding immediately prior to the Effective Time (a “TCF Restricted Stock Award”) shall (i) if granted to a non-employee member of the Board of Directors of TCF, fully vest and be cancelled and converted automatically into the right to receive (without interest) the Merger Consideration in respect of each share of TCF Common Stock subject to such TCF Restricted Stock Award immediately prior to the Effective Time, which shall be delivered as soon as reasonably practicable following the Closing Date and in no event later than ten (10) business days following the Closing Date (or on such later date if required to comply with Section 409A of the Code) and (ii) if not granted to an individual described in clause (i) hereof, be assumed and converted into a restricted stock award of shares of Huntington Common Stock subject to vesting, repurchase or other lapse restriction with the same terms and conditions as were applicable under such TCF Restricted Stock Award immediately prior to the Effective Time (including vesting terms), and relating to the number of shares of Huntington Common Stock equal to the product of (A) the number of shares of TCF Common Stock subject to such TCF Restricted Stock Award immediately prior to the Effective Time, *multiplied by* (B) the Exchange Ratio, with any fractional shares rounded to the nearest whole share of Huntington Common Stock.

(c) At the Effective Time, each restricted stock unit award in respect of shares of TCF Common Stock granted under a TCF Stock Plan that is outstanding immediately prior to the Effective Time (a “TCF Restricted Stock Unit Award”) shall be assumed and converted into a restricted stock unit award (with any performance goals deemed satisfied at the greater of the target and actual level of performance through the most recently completed calendar quarter prior to the Closing as reasonably determined by the Compensation Committee of the Board of Directors of TCF in the ordinary course consistent with past practice) in respect of Huntington Common Stock (an “Adjusted Restricted Stock Unit Award”) with the same terms and conditions as were applicable under such TCF Restricted Stock Unit Award immediately prior to the Effective Time (including vesting terms) and relating to the number of shares of Huntington Common Stock equal to the product of (A) the number of shares of TCF Common Stock subject to such TCF Restricted Stock Unit Award immediately prior to the Effective Time, *multiplied by* (B) the Exchange Ratio, with any fractional shares rounded to the nearest whole share of Huntington Common Stock; provided that each such Adjusted Restricted Stock Unit Award shall be subject to service-based vesting only and shall no longer be subject to any performance conditions.

(d) At the Effective Time, each award in respect of a deferred share of TCF Common Stock granted under a TCF Stock Plan that is outstanding immediately prior to the Effective Time (a “TCF Deferred Stock Award”) shall be assumed and converted automatically into a deferred stock award of shares of Huntington Common Stock subject to the same terms and conditions as were applicable under such TCF Deferred Stock Award immediately prior to the Effective Time, and relating to the number of shares of Huntington Common Stock equal to the product of (A) the number of shares of TCF Common Stock subject to such TCF Deferred Stock Award immediately prior to the Effective Time, *multiplied by* (B) the Exchange Ratio, with any fractional shares rounded to the nearest whole share of Huntington Common Stock.

(e) Each holder of a TCF Restricted Stock Award converted into the right to receive the Merger Consideration that would have otherwise been entitled to receive a fraction of a share of Huntington Common Stock (after aggregating all shares to be delivered in respect of

all TCF Equity Awards held by such holder) shall receive, in lieu thereof and upon surrender thereof, a cash payment (rounded to the nearest cent) (without interest) in an amount equal to such fractional part of a share of Huntington Common Stock (rounded to the nearest thousandth when expressed in decimal form) *multiplied by* the Huntington Share Closing Price (as defined below).

(f) Promptly following the Effective Time, Huntington shall file a post-effective amendment to the S-4 or an effective registration statement on Form S-8 with respect to the Huntington Common Stock subject to the applicable adjusted TCF Equity Awards, as required.

(g) At or prior to the Effective Time, TCF, the Board of Directors of TCF and its compensation committee, as applicable, shall adopt any resolutions and take any actions that are necessary for the treatment of the TCF Equity Awards and to effectuate the provisions of this Section 1.8.

(h) For purposes of this Agreement, the following terms shall have the following meanings:

(i) “TCF Equity Awards” means the TCF Stock Options, TCF Restricted Stock Awards, TCF Restricted Stock Unit Awards and TCF Deferred Stock Awards.

(ii) “TCF Stock Plans” means the Chemical Financial Corporation Stock Incentive Plan of 2019, the Chemical Financial Corporation Stock Incentive Plan of 2017, the Chemical Financial Corporation Stock Incentive Plan of 2015, the Chemical Financial Corporation Stock Incentive Plan of 2012, the Amended and Restated Chemical Financial Corporation Stock Incentive Plan of 2006, the Amended and Restated TCF 2015 Omnibus Incentive Plan, the Talmer Bancorp Equity Incentive Plan of 2015, the TCF 2005 Deferred Compensation Plan, the TCF Directors Deferred Compensation Plan and the TCF Omnibus Employees Deferred Compensation Plan.

1.9 Charter of Surviving Corporation. At the Effective Time, the charter of Huntington, as in effect immediately prior to the Effective Time, as amended as set forth in Exhibit A (such amendment, the “Huntington Charter Amendment”), shall be the charter of the Surviving Corporation until thereafter amended in accordance with applicable law.

1.10 Bylaws of Surviving Corporation. At the Effective Time, the bylaws of Huntington, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended in accordance with applicable law.

1.11 Tax Consequences. It is intended that the Merger shall qualify as a “reorganization” within the meaning of Section 368(a) of the Code, and that this Agreement is intended to be and is adopted as a “plan of reorganization” for purposes of Sections 354 and 361 of the Code.

1.12 Bank Merger. Immediately following the Merger, TCF National Bank, a national bank and a wholly owned Subsidiary of TCF, will merge (the “Bank Merger”) with and

into The Huntington National Bank, a national bank and a wholly owned Subsidiary of Huntington. The Huntington National Bank shall be the surviving entity in the Bank Merger and, following the Bank Merger, the separate corporate existence of TCF National Bank shall cease. Promptly after the date of this Agreement, The Huntington National Bank and TCF National Bank shall enter into an agreement and plan of merger in substantially the form attached hereto as Exhibit B (the “Bank Merger Agreement”). Each of Huntington and TCF shall approve the Bank Merger Agreement and the Bank Merger as the sole shareholder of The Huntington National Bank and TCF National Bank, respectively. Prior to the Effective Time, TCF shall cause TCF National Bank, and Huntington shall cause The Huntington National Bank, to execute such certificates or articles of merger and such other documents and certificates as are necessary to effectuate the Bank Merger (“Bank Merger Certificates”).

ARTICLE II

EXCHANGE OF SHARES

2.1 Huntington to Make Consideration Available. At or prior to the Effective Time, Huntington shall deposit, or shall cause to be deposited, with a bank or trust company designated by Huntington and reasonably acceptable to TCF (the “Exchange Agent”), for the benefit of the holders of Old Certificates (which for purposes of this Article II shall be deemed to include certificates or book-entry account statements representing shares of TCF Preferred Stock), for exchange in accordance with this Article II, (a) certificates or, at Huntington’s option, evidence in book-entry form, representing shares of Huntington Common Stock and New Huntington Preferred Stock to be issued pursuant to Section 1.5 and Section 1.6 and exchanged pursuant to Section 2.2(a) in exchange for outstanding shares of TCF Common Stock and TCF Preferred Stock (collectively, referred to herein as “New Certificates”), and (b) cash in an amount sufficient to pay cash in lieu of any fractional shares (such New Certificates and cash described in the foregoing clauses (a) and (b), together with any dividends or distributions with respect thereto payable in accordance with Section 2.2(b), being hereinafter referred to as the “Exchange Fund”).

2.2 Exchange of Shares.

(a) As promptly as practicable after the Effective Time, but in no event later than ten (10) days thereafter, Huntington shall cause the Exchange Agent to mail to each holder of record of one or more Old Certificates representing shares of TCF Common Stock or TCF Preferred Stock immediately prior to the Effective Time that have been converted at the Effective Time into the right to receive the Merger Consideration or shares of New Huntington Preferred Stock, as applicable, pursuant to Article I, a 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 certificates representing the number of whole shares of Huntington Common Stock and any cash in lieu of fractional shares or shares of New Huntington Preferred Stock, as applicable, which the shares of TCF Common Stock or TCF Preferred Stock represented by such Old Certificate or Old Certificates shall have been converted into the right to receive pursuant to this Agreement as well as any dividends or distributions to be paid pursuant to Section 2.2(b). From and after the Effective Time, 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, as applicable, (i) (A) a New Certificate representing that number of whole shares of Huntington Common Stock to which such holder of TCF Common Stock shall have become entitled pursuant to the provisions of Article I and (B) a check representing the amount of (x) any cash in lieu of a fractional share which such holder has the right to receive in respect of the Old Certificate or Old Certificates surrendered pursuant to the provisions of this Article II and (y) any dividends or distributions which the holder thereof has the right to receive pursuant to this Section 2.2 or (ii) (A) a New Certificate representing the number of shares of New Huntington Preferred Stock to which such holder of TCF Preferred Stock shall have become entitled pursuant to the provisions of Article I and (B) a check representing the amount of any dividends or distributions which the holder thereof has the right to receive pursuant to this Section 2.2, as applicable, and the Old Certificate or Old Certificates so surrendered shall forthwith be cancelled. No interest will be paid or accrued on the Huntington Common Stock, New Huntington Preferred Stock or any cash in lieu of fractional shares or dividends or distributions payable to holders 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 number of whole shares of Huntington Common Stock or shares of New Huntington Preferred Stock which the shares of TCF Common Stock or TCF Preferred Stock, as applicable, represented by such Old Certificate have been converted into the right to receive and any cash in lieu of fractional shares or in respect of dividends or distributions as contemplated by this Section 2.2.

(b) No dividends or other distributions declared with respect to Huntington Common Stock or New Huntington Preferred Stock shall be paid to the holder of any unsurrendered Old Certificate until the holder thereof shall surrender such Old Certificate in accordance with this Article II. After the surrender of an Old Certificate in accordance with this Article II, the record holder thereof shall be entitled to receive any such dividends or other distributions, without any interest thereon, which theretofore had become payable with respect to the whole shares of Huntington Common Stock or shares of New Huntington Preferred Stock which the shares of TCF Common Stock or TCF Preferred Stock, as applicable, represented by such Old Certificate have been converted into the right to receive (after giving effect to Section 6.11).

(c) If any New Certificate representing shares of Huntington Common Stock or New Huntington Preferred Stock is to be issued in a name other than that in which the Old Certificate or Old Certificates surrendered in exchange therefor is or are registered, it shall be a condition of the issuance thereof that the Old Certificate or Old Certificates so surrendered shall be properly endorsed (or accompanied by an appropriate instrument of transfer) and otherwise in proper form for transfer, and that the person requesting such exchange shall pay to the Exchange Agent in advance any transfer or other similar Taxes required by reason of the issuance of a New Certificate representing shares of Huntington Common Stock or New Huntington Preferred Stock in any name other than that of the registered holder of the Old Certificate or Old Certificates surrendered, or required for any other reason, or shall establish to the satisfaction of the Exchange Agent that such Tax has been paid or is not payable.

(d) After the Effective Time, there shall be no transfers on the stock transfer books of TCF of the shares of TCF Common Stock or TCF Preferred Stock that were issued and outstanding immediately prior to the Effective Time. If, after the Effective Time, Old Certificates representing such shares are presented for transfer to the Exchange Agent, they shall be cancelled and exchanged for New Certificates representing shares of Huntington Common Stock or New Huntington Preferred Stock, as applicable, cash in lieu of fractional shares and dividends or distributions that the holder presenting such Old Certificates is entitled to, as provided in this Article II.

(e) Notwithstanding anything to the contrary contained herein, no New Certificates or scrip representing fractional shares of Huntington Common Stock shall be issued upon the surrender for exchange of Old Certificates or otherwise pursuant to this Agreement, no dividend or distribution with respect to Huntington Common Stock shall be payable on or with respect to any fractional share, and such fractional share interests shall not entitle the owner thereof to vote or to any other rights of a shareholder of Huntington. In lieu of the issuance of any such fractional share, Huntington shall pay to each former holder who otherwise would be entitled to receive such fractional share an amount in cash (rounded to the nearest cent) determined by multiplying (i) the average of the closing sale prices of Huntington Common Stock on the NASDAQ Stock Market (the “NASDAQ”) as reported by *The Wall Street Journal* for the five (5) consecutive full trading days ending on the day preceding the Closing Date (the “Huntington Share Closing Price”) by (ii) the fraction of a share (after taking into account all shares of TCF Common Stock held by such holder immediately prior to the Effective Time and rounded to the nearest thousandth when expressed in decimal form) of Huntington Common Stock which such holder would otherwise be entitled to receive pursuant to Article I. The parties acknowledge that payment of such cash consideration in lieu of issuing fractional shares is not separately bargained-for consideration, but merely represents a mechanical rounding off for purposes of avoiding the expense and inconvenience that would otherwise be caused by the issuance of fractional shares.

(f) Any portion of the Exchange Fund that remains unclaimed by the holders of TCF Common Stock and TCF Preferred Stock for one (1) year after the Effective Time shall be paid to the Surviving Corporation. Any former holders of TCF Common Stock and TCF Preferred 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 shares of Huntington Common Stock and cash in lieu of any fractional shares or shares of New Huntington Preferred Stock, as applicable, and any unpaid dividends and distributions on the Huntington Common Stock or New Huntington Preferred Stock deliverable in respect of each former share of TCF Common Stock or TCF Preferred Stock, as applicable that such holder holds as determined pursuant to this Agreement, in each case, without any interest thereon. Notwithstanding the foregoing, none of Huntington, TCF, the Surviving Corporation, the Exchange Agent or any other person shall be liable to any former holder of shares of TCF Common Stock or TCF Preferred Stock for any amount delivered in good faith to a public official pursuant to applicable abandoned property, escheat or similar laws.

(g) Huntington shall be entitled to deduct and withhold, or cause the Exchange Agent to deduct and withhold, from any cash in lieu of fractional shares of Huntington Common Stock, cash dividends or distributions payable pursuant to this Section 2.2 or any other

amounts otherwise payable pursuant to this Agreement to any holder of TCF Common Stock, TCF Preferred Stock or TCF Equity Awards 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. To the extent that amounts are so withheld by Huntington or the Exchange Agent, as the case may be, and paid over to the appropriate governmental authority, the withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of TCF Common Stock, TCF Preferred Stock or TCF Equity Awards in respect of which the deduction and withholding was made by Huntington or the Exchange Agent, as the case may be.

(h) 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 Huntington or the Exchange Agent, the posting by such person of a bond in such amount as Huntington or the Exchange Agent 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 shares of Huntington Common Stock and any cash in lieu of fractional shares, or the shares of New Huntington Preferred Stock, as applicable, deliverable in respect thereof pursuant to this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF TCF

Except (i) as disclosed in the disclosure schedule delivered by TCF to Huntington concurrently herewith (the “TCF Disclosure Schedule”); provided, that (a) no such 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 TCF Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission by TCF that such item represents a material exception or fact, event or circumstance or that such item is reasonably likely to result in 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 TCF Reports publicly filed 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), TCF hereby represents and warrants to Huntington as follows:

3.1 Corporate Organization.

(a) TCF is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan and is a bank holding company duly registered under the Bank Holding Company Act of 1956, as amended (“BHC Act”) that has elected to be treated as a

financial holding company under the BHC Act. TCF 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. TCF 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, reasonably be likely to have a Material Adverse Effect on TCF. As used in this Agreement, the term “Material Adverse Effect” means, with respect to Huntington, TCF or the Surviving Corporation, as the case may be, any effect, change, event, circumstance, condition, occurrence or development that, either individually or in the aggregate, has had or would reasonably be likely 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 U.S. generally accepted accounting principles (“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 the Pandemic or any Pandemic Measures), (D) changes, after the date hereof, resulting from hurricanes, earthquakes, tornados, floods or other natural disasters or from any outbreak of any disease or other public health event (including the Pandemic), (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) (it being understood that the foregoing shall not apply for purposes of the representations and warranties in Sections 3.3(b), 3.4, 4.3(b) or 4.4) 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, or (F) a decline in the trading price of a party’s common stock or the failure, in and of itself, to meet earnings projections or internal financial forecasts, but not, in either case, including any underlying causes thereof; except, with respect to subclauses (A), (B), (C) or (D), to the extent that the effects of such change are materially 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. As used in this Agreement, the term “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; the term “Pandemic Measures” means any quarantine, “shelter in place”, “stay at home”, workforce reduction, social distancing, shut down, closure, sequester or other directives, 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 the Pandemic; and the term “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 person for financial reporting purposes. True and complete copies of the articles of incorporation of TCF, as amended (the “TCF Articles”) and the bylaws of TCF, as amended (the “TCF Bylaws”), as in effect as of the date of this Agreement, have previously been made available by TCF to Huntington.

(b) Except, in the case of clauses (ii) and (iii) only, as would not reasonably be likely to have, individually or in the aggregate, a Material Adverse Effect on TCF, each Subsidiary of TCF (a “TCF 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 any Subsidiary of TCF to pay dividends or distributions, except, in the case of a Subsidiary that is a regulated entity, for restrictions on dividends or distributions generally applicable to all such regulated entities. The deposit accounts of each Subsidiary of TCF that is an insured depository institution are insured by the Federal Deposit Insurance Corporation (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, to the knowledge of TCF, threatened. Section 3.1(b) of the TCF Disclosure Schedule sets forth a true and complete list of all Subsidiaries of TCF as of the date hereof.

3.2 Capitalization.

(a) The authorized capital stock of TCF consists of 220,000,000 shares of TCF Common Stock, par value \$1.00 per share, and 2,000,000 shares of TCF preferred stock, no par value. As of December 11, 2020, no shares of capital stock or other voting securities of TCF are issued, reserved for issuance or outstanding, other than (i) 152,513,530 shares of TCF Common Stock issued and outstanding, which number includes 505,740 shares of TCF Common Stock granted in respect of outstanding TCF Restricted Stock Awards and 46,320 shares of TCF Common Stock granted in respect of outstanding TCF Deferred Stock Awards, (ii) 460,084 shares of TCF Common Stock reserved for issuance upon the exercise of outstanding TCF Stock Options, (iii) 2,206,626 shares of TCF Common Stock reserved for issuance upon the settlement of outstanding TCF Restricted Stock Unit Awards (assuming that performance with respect to performance-vesting TCF Restricted Stock Unit Awards is achieved at maximum performance), (iv) 7,000 shares of TCF Preferred Stock issued and outstanding and (v) 2,361,208 shares of TCF Common Stock reserved for issuance for future grants under the TCF Stock Plans. As of the date of this Agreement, except as set forth in the immediately preceding sentence and for changes since December 11, 2020 resulting from the exercise, vesting or settlement of any TCF Equity Awards described in the immediately preceding sentence, there are no shares of capital stock or other voting securities or equity interests of TCF issued, reserved for issuance or outstanding. All of the issued and outstanding shares of TCF Common Stock and TCF 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. No bonds, debentures, notes or other indebtedness that have the right to vote on any matters on which shareholders of TCF may vote are issued or outstanding. Except as set forth in 3.2(a) of the TCF Disclosure Schedule, as of the date of this Agreement, no trust preferred or subordinated debt securities of TCF are issued or outstanding. Other than TCF Equity Awards 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, puts, calls, rights, exchangeable or convertible securities or other commitments or agreements obligating TCF to issue, transfer, sell, purchase, redeem or otherwise acquire any such securities.

(b) There are no voting trusts, shareholder agreements, proxies or other agreements in effect pursuant to which TCF or any of the TCF Subsidiaries has a contractual or other obligation with respect to the voting or transfer of TCF Common Stock or other equity interests of TCF. Other than the TCF 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 TCF or any of its Subsidiaries) are outstanding. TCF has paid or made due provision for the payment of all dividends payable on the outstanding shares of TCF Preferred Stock through the most recent scheduled dividend payment date therefor, and has complied in all material respects with terms and conditions thereof.

(c) TCF owns, directly or indirectly, all of the issued and outstanding shares of capital stock or other equity ownership interests of each of the TCF Subsidiaries, free and clear of any liens, pledges, charges, encumbrances and security interests whatsoever (“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 TCF Subsidiaries that are insured depository institutions, as provided under 12 U.S.C. § 55 or any comparable provision of applicable state law) and free of preemptive rights, with no personal liability attaching to the ownership thereof. No TCF Subsidiary has or is bound by any outstanding subscriptions, options, warrants, calls, rights, commitments or agreements of any character calling for the purchase or issuance of any shares of capital stock or any other equity security of such Subsidiary or any securities representing the right to purchase or otherwise receive any shares of capital stock or any other equity security of such Subsidiary.

3.3 Authority; No Violation.

(a) TCF 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 TCF. The Board of Directors of TCF has determined that the Merger, on the terms and conditions set forth in this Agreement, is advisable and in the best interests of TCF and has directed that this Agreement and the transactions contemplated hereby be submitted to TCF’s shareholders for approval at a duly held 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 the holders of a majority of the outstanding shares of TCF Common Stock entitled to vote on this Agreement (the “Requisite TCF Vote”), and the adoption and approval of the Bank Merger Agreement by the board of directors of TCF National Bank and TCF as its sole shareholder, no other corporate proceedings on the part of TCF are necessary to approve this

Agreement or to consummate the transactions contemplated hereby. No vote of holders of TCF Preferred Stock is required to approve this Agreement or the transactions contemplated hereby in accordance with Section 703a(2)(e) of the MBCA, and the Board of Directors of TCF has made the determination referenced therein. This Agreement has been duly and validly executed and delivered by TCF and (assuming due authorization, execution and delivery by Huntington) constitutes a valid and binding obligation of TCF, enforceable against TCF in accordance with its terms (except in all cases as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or similar laws of general applicability relating to or affecting insured depository institutions or their parent companies or the rights of creditors generally and subject to general principles of equity (the “Enforceability Exceptions”).

(b) Subject to the receipt of the Requisite TCF Vote, neither the execution and delivery of this Agreement by TCF nor the consummation by TCF of the transactions contemplated hereby, nor compliance by TCF with any of the terms or provisions hereof, will (i) violate any provision of the TCF Articles or the TCF Bylaws or comparable governing documents of any TCF Subsidiary or (ii) assuming that the consents, approvals and filings referred to in Section 3.4 are duly obtained and/or made, (x) violate any law, statute, code, ordinance, rule, regulation, judgment, order, writ, decree or injunction applicable to TCF 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 TCF 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 TCF 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 clause (ii) above) for such violations, conflicts, breaches, defaults, terminations, cancellations, accelerations or creations which, either individually or in the aggregate, would not reasonably be likely to have a Material Adverse Effect on TCF.

3.4 Consents and Approvals. Except for (a) the filing of any required applications, filings and notices, as applicable, with the NASDAQ, (b) the filing of any required applications, filings and notices, as applicable, with the Board of Governors of the Federal Reserve System (the “Federal Reserve Board”) under the BHC Act and approval or regulatory waiver of such applications, filings and notices, (c) the filing of any required applications, filings and notices, as applicable, with the Office of the Comptroller of the Currency (the “OCC”) in connection with the Bank Merger, including under the Bank Merger Act, and approval of such applications, filings and notices, (d) the filing of any required applications, filings or notices listed on Section 3.4 of the TCF Disclosure Schedule or Section 4.4 of the Huntington Disclosure Schedule and approval or non-objection, as applicable, of such applications, filings and notices, (e) the filing with the Securities and Exchange Commission (the “SEC”) of a joint proxy statement in definitive form relating to the meetings of TCF’s and Huntington’s shareholders to be held in connection with this Agreement and the transactions contemplated hereby (including any amendments or supplements thereto, the “Joint Proxy Statement”), and of the registration statement on Form S-4 in which the Joint Proxy Statement will be included as a prospectus, to be filed with the SEC by Huntington in connection with the transactions contemplated by this

Agreement (the “S-4”) and declaration of effectiveness of the S-4, (f) the filing of the Certificate of Merger with the Michigan Department pursuant to the MBCA, the filing of the Articles of Merger with the Maryland Department pursuant to the MGCL and the filing of the Bank Merger Certificates with the applicable Governmental Entities as required by applicable law, (g) the filing with, and acceptance for record by, the Maryland Department of the Huntington Charter Amendment and Articles Supplementary for the New Huntington Preferred Stock, and (h) such filings and approvals as are required to be made or obtained under the securities or “Blue Sky” laws of various states in connection with the issuance of the shares of Huntington Common Stock and the New Huntington Preferred Stock (or depositary shares in respect thereof) pursuant to this Agreement and the approval of the listing of such Huntington Common Stock and New Huntington Preferred Stock (or depositary shares in respect thereof) on the NASDAQ, no consents or approvals of or filings or registrations with any court or administrative agency or commission or other governmental authority or instrumentality or SRO (each a “Governmental Entity”) are necessary in connection with (i) the execution and delivery by TCF of this Agreement or (ii) the consummation by TCF of the Merger and the other transactions contemplated hereby (including the Bank Merger). As used in this Agreement, “SRO” means (A) any “self-regulatory organization” as defined in Section 3(a)(26) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and (B) any other United States or foreign securities exchange, futures exchange, commodities exchange or contract market. As of the date hereof, TCF is not aware of any reason why the necessary regulatory approvals and consents will not be received in order to permit consummation of the Merger and Bank Merger on a timely basis.

3.5 Reports.

(a) TCF and each of its Subsidiaries have timely filed (or furnished, as applicable) all reports, 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, 2018 with (i) any state regulatory authority, (ii) the SEC, (iii) the Federal Reserve Board, (iv) the FDIC, (v) the OCC, (vi) any foreign regulatory authority and (vii) any SRO ((i) – (vii), collectively, “Regulatory Agencies”), including any report, 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 such report, registration or statement or to pay such fees and assessments, either individually or in the aggregate, would not reasonably be likely to have a Material Adverse Effect on TCF. Subject to Section 9.7 and except for normal examinations conducted by a Regulatory Agency in the ordinary course of business of TCF and its Subsidiaries, no Regulatory Agency has initiated or has pending any proceeding or, to the knowledge of TCF, investigation into the business or operations of TCF or any of its Subsidiaries since January 1, 2018, except where such proceedings or investigations would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on TCF. Subject to Section 9.7, there (x) 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 TCF or any of its Subsidiaries, and (y) has 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 TCF or any of its

Subsidiaries since January 1, 2018, in each case of clauses (x) and (y), which would reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on TCF.

(b) An accurate and complete copy of each final registration statement, prospectus, report, schedule and definitive proxy statement filed with or furnished to the SEC by TCF or any of its Subsidiaries pursuant to the Securities Act of 1933, as amended (the “Securities Act”), or the Exchange Act, as the case may be, since January 1, 2018 (the “TCF Reports”) is publicly available. No such TCF Report, at the time filed, furnished or communicated (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 TCF 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 TCF 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 material unresolved issues raised by the SEC with respect to any of the TCF Reports.

3.6 Financial Statements.

(a) The financial statements of TCF and its Subsidiaries included (or incorporated by reference) in the TCF Reports (including the related notes, where applicable) (i) have been prepared from, and are in accordance with, the books and records of TCF and its Subsidiaries in all material respects, (ii) fairly present in all material respects the consolidated results of operations, cash flows, changes in shareholders’ equity and consolidated financial position of TCF 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. The books and records of TCF and its Subsidiaries have been, since January 1, 2018, and are being, maintained in all material respects in accordance with GAAP and any other applicable legal and accounting requirements. KPMG LLP has not resigned (or informed TCF that it intends to resign) or been dismissed as independent public accountants of TCF as a result of or in connection with any disagreements with TCF on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

(b) Except as would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on TCF, neither TCF 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) required by GAAP to be included on a consolidated balance sheet of TCF, except for those liabilities that are reflected or reserved against on the consolidated

balance sheet of TCF included in its Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2020 (including any notes thereto) and for liabilities incurred in the ordinary course of business consistent with past practice since September 30, 2020, or in connection with this Agreement and the transactions contemplated hereby.

(c) The records, systems, controls, data and information of TCF 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 and direct control of TCF or its Subsidiaries or accountants (including all means of access thereto and therefrom), except for any non-exclusive ownership and non-direct control that would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on TCF. TCF (i) 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 TCF, including its Subsidiaries, is made known to the chief executive officer and the chief financial officer of TCF 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 (ii) has disclosed, based on its most recent evaluation prior to the date hereof, to TCF’s outside auditors and the audit committee of TCF’s Board of Directors (x) 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 TCF’s ability to record, process, summarize and report financial information, and (y) to the knowledge of TCF, any fraud, whether or not material, that involves management or other employees who have a significant role in TCF’s internal controls over financial reporting. These disclosures were made in writing by management to TCF’s auditors and audit committee and true, correct and complete copies of such disclosures have been made available to Huntington. To the knowledge of TCF, there is no reason to believe that TCF’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, 2018, (i) neither TCF nor any of its Subsidiaries, nor, to the knowledge of TCF, any director, officer, auditor, accountant or representative of TCF or any of its Subsidiaries, has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or, to the knowledge of TCF, 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 TCF or any of its Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or written claim that TCF or any of its Subsidiaries has engaged in questionable accounting or auditing practices, and (ii) no employee of or attorney representing TCF or any of its Subsidiaries, whether or not employed or retained by TCF or any of its Subsidiaries, has reported evidence of a material violation of securities laws, breach of fiduciary duty or similar violation by TCF or any of its Subsidiaries or any of their respective officers, directors, employees or agents to the Board of Directors of TCF or any committee thereof or similar governing body of any TCF Subsidiary or any committee thereof, or, to the knowledge of TCF, to any director or officer of TCF or any TCF Subsidiary.

3.7 Broker's Fees. Neither TCF nor any TCF 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 other than Keefe, Bruyette & Woods, Inc.

3.8 Absence of Certain Changes or Events.

(a) Since December 31, 2019, there has not been any effect, change, event, circumstance, condition, occurrence or development that has had or would reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on TCF.

(b) Since December 31, 2019 through the date of this Agreement, except with respect to the transactions contemplated hereby, TCF and its Subsidiaries have carried on their respective businesses in all material respects in the ordinary course. For purposes of this Agreement, the term "ordinary course," with respect to either party, shall take into account the commercially reasonable actions taken by such party and its Subsidiaries in response to the Pandemic and the Pandemic Measures.

3.9 Legal Proceedings.

(a) Neither TCF nor any of its Subsidiaries is a party to any, and there are no pending or, to the knowledge of TCF, threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any nature against TCF or any of its Subsidiaries or any of their current or former directors or executive officers (i) that would reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on TCF, or (ii) of a material nature challenging the validity or propriety of this Agreement or the transactions contemplated hereby.

(b) There is no material injunction, order, judgment, decree, or regulatory restriction imposed upon TCF, any of its Subsidiaries or the assets of TCF or any of its Subsidiaries (or that, upon consummation of the Merger, would apply to the Surviving Corporation or any of its affiliates).

3.10 Taxes and Tax Returns.

(a) Each of TCF and its Subsidiaries has duly and timely filed (taking into account all applicable extensions) all 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 TCF nor any of its Subsidiaries is the beneficiary of any extension of time within which to file any material Tax Return. All material Taxes of TCF and its Subsidiaries (whether or not shown on any Tax Returns) that are due have been fully and timely paid. Each of TCF 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 TCF nor any of its Subsidiaries has granted any extension or waiver of the limitation period applicable to any material Tax that remains in effect. The federal income Tax Returns of TCF and its Subsidiaries for all years up to and including the tax year ended December 31, 2016 have been examined by the Internal Revenue Service (the "IRS") or are Tax Returns with respect to which the applicable period for

assessment under applicable law, after giving effect to extensions or waivers, has expired. No deficiency with respect to a material amount of Taxes has been proposed, asserted or assessed against TCF or any of its Subsidiaries. There are no pending or threatened (in writing) disputes, claims, audits, examinations or other proceedings regarding any material Taxes of TCF and its Subsidiaries or the assets of TCF and its Subsidiaries. In the last six years, neither TCF nor any of its Subsidiaries has been informed in writing by any jurisdiction that the jurisdiction believes that TCF or any of its Subsidiaries was required to file any Tax Return that was not filed. TCF has made available to Huntington true, correct, and complete copies of any private letter ruling requests, closing agreements or gain recognition agreements with respect to Taxes requested or executed in the last six years. There are no Liens for material Taxes (except Taxes not yet due and payable) on any of the assets of TCF or any of its Subsidiaries. Neither TCF 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 TCF and its Subsidiaries). Neither TCF 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 TCF) or (B) has any liability for the Taxes of any person (other than TCF or any of its Subsidiaries) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise. Neither TCF nor any of its Subsidiaries has been, within the past two years or otherwise as part of a “plan (or series of related transactions)” within the meaning of Section 355(e) of the Code of which the Merger is also a part, a “distributing corporation” or a “controlled corporation” (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code. Neither TCF nor any of its Subsidiaries has participated in a “reportable transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(1). At no time during the past five years has TCF been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code.

(b) As used in this Agreement, the term “Tax” or “Taxes” means 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, fees, levies or like assessments together with all penalties and additions to tax and interest thereon.

(c) As used in this Agreement, the term “Tax Return” means any return, declaration, report, claim for refund, estimate, 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.

3.11 Employees and Employee Benefit Plans.

(a) Section 3.11(a) of the TCF Disclosure Schedule lists all material TCF Benefit Plans. For purposes of this Agreement, “TCF 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 bonus, stock option, stock

purchase, restricted stock, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance or other compensation or benefit plans, programs or arrangements, and all retention, bonus, employment, termination or severance plans, programs or arrangements or other contracts or agreements (collectively, “Benefit Plans”) to or with respect to which TCF or any Subsidiary or any trade or business of TCF or any of its Subsidiaries, whether or not incorporated, all of which together with TCF would be deemed a “single employer” within the meaning of Section 4001 of ERISA (a “TCF ERISA Affiliate”), is a party or has any current or future obligation or that are maintained, contributed to or sponsored by TCF or any of its Subsidiaries or any TCF ERISA Affiliate, or to which TCF or any of its Subsidiaries is required or obligated to maintain, contribute to or sponsor, for the benefit of any current or former employee, officer, director or independent contractor of TCF or any of its Subsidiaries or any TCF ERISA Affiliate.

(b) TCF has heretofore made available to Huntington true and complete copies of each of the material TCF Benefit Plans and the following related documents, to the extent applicable: (i) all summary plan descriptions, amendments, modifications or material supplements to any TCF Benefit Plan, (ii) the annual report (Form 5500), if any, filed with the IRS for the last two plan years, (iii) the most recently received IRS determination letter, if any, relating to any such TCF Benefit Plan, (iv) the most recently prepared actuarial report for each such TCF Benefit Plan (if applicable) for each of the last two years and (v) all material non-routine correspondence received from or sent to any Governmental Entity in the last two years.

(c) Each TCF Benefit Plan has been established, operated, maintained and administered in all respects in accordance with its terms and the requirements of all applicable laws, including ERISA and the Code, except for such noncompliance as would not result in any material liability.

(d) Section 3.11(d) of the TCF Disclosure Schedule identifies each TCF Benefit Plan that is intended to be qualified under Section 401(a) of the Code (the “TCF Qualified Plans”). The IRS has issued a favorable determination or opinion letter with respect to each TCF Qualified Plan and the related trust, which letter has not been revoked (nor has revocation been threatened), and, to the knowledge of TCF, there are no existing circumstances and no events have occurred that would have a material adverse effect on the qualified status of any TCF Qualified Plan or the related trust or increase the costs relating thereto.

(e) Except as would not result in any material liability, with respect to each TCF Benefit Plan or any other ongoing, frozen or terminated “single employer plan” within the meaning of Section 4001(a)(15) of ERISA, currently or formerly maintained by TCF, any of its Subsidiaries or any TCF ERISA Affiliates that is subject to Title IV or Section 302 of ERISA or Section 412, 430 or 4971 of the Code: (i) no such plan is in “at-risk” status for purposes of Section 430 of the Code, (ii) 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, (iii) all premiums required to be paid to the Pension Benefit Guaranty Corporation (the “PBGC”) have been timely paid in full, (iv) no material liability (other than for premiums to the PBGC) under Title IV of ERISA has been or is reasonably expected to be incurred by TCF or any of its Subsidiaries, (v) the PBGC has not instituted proceedings to terminate any such TCF Benefit Plan, (vi) to the knowledge of TCF, the most recent actuarial report for such TCF Benefit Plan is

accurate in all material respects and (vii) there does not exist any accumulated funding deficiency within the meaning of Section 412 of the Code or Section 302 of ERISA, whether or not waived.

(f) None of TCF and its Subsidiaries nor any TCF ERISA Affiliate has, at any time during the last six years, contributed to or been obligated to contribute to any plan that is a “multiemployer plan” within the meaning of Section 4001(a)(3) of ERISA (a “Multiemployer Plan”) or a plan that has two or more contributing sponsors at least two of whom are not under common control, within the meaning of Section 4063 of ERISA (a “Multiple Employer Plan”), and none of TCF and its Subsidiaries nor any TCF ERISA Affiliate has incurred any material liability 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 that has not been satisfied in full.

(g) Neither TCF nor any of its Subsidiaries sponsors, has sponsored or has any obligation with respect to any employee benefit plan that provides for any post-employment or post-retirement health or medical or life insurance benefits for retired or former employees or beneficiaries or dependents thereof, except as required by Section 4980B of the Code.

(h) All material contributions required to be made to any TCF Benefit Plan by applicable law or by any plan document or other contractual undertaking, and all material premiums due or payable with respect to insurance policies funding any TCF Benefit Plan, for any period in the prior two years through the date hereof, have been timely made or paid in full or, to the extent not required to be made or paid on or before the date hereof, have been fully reflected on the books and records of TCF.

(i) There are no pending or, to the knowledge of TCF, threatened (in writing) claims (other than claims for benefits in the ordinary course), lawsuits or arbitrations that have been asserted or instituted, and, to the knowledge of TCF, no set of circumstances exists that may reasonably be likely to give rise to a material claim or lawsuit, against the TCF Benefit Plans, any fiduciaries thereof with respect to their duties to the TCF Benefit Plans or the assets of any of the trusts under any of the TCF Benefit Plans that could in any case reasonably be likely to result in any material liability of TCF or any of its Subsidiaries to the PBGC, the IRS, the Department of Labor, any Multiemployer Plan, a Multiple Employer Plan, any participant in a TCF Benefit Plan, or any other party.

(j) None of TCF or its Subsidiaries nor any TCF ERISA Affiliate nor, to the knowledge of TCF, any other person, including any fiduciary, has engaged in any “prohibited transaction” (as defined in Section 4975 of the Code or Section 406 of ERISA) which could subject any of the TCF Benefit Plans or their related trusts, TCF, any of its Subsidiaries, any TCF ERISA Affiliate or any person that TCF or any of its Subsidiaries has an obligation to indemnify to any material tax or material penalty imposed under Section 4975 of the Code or Section 502 of ERISA.

(k) 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) (i) entitle any employee, officer, director or independent contractor of TCF or

any of its Subsidiaries to any payment or benefit, including severance pay, unemployment compensation, accrued pension benefit, or a change in control bonus or retention payment, (ii) result in, accelerate, cause the vesting, exercisability, funding, payment or delivery of, or increase the amount or value of, any payment, right or other benefit to any employee, officer, director or independent contractor of TCF or any of its Subsidiaries, (iii) accelerate the timing of or trigger any funding obligation under a rabbi trust or similar funding vehicle under any TCF Benefit Plan, or (iv) result in any limitation on the right of TCF or any of its Subsidiaries or TCF ERISA Affiliates to amend, merge, terminate or receive a reversion of assets from any TCF Benefit Plan or related trust. Without limiting the generality of the foregoing, no amount paid or payable (whether in cash, in property, or in the form of benefits) by TCF 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.

(l) No TCF Benefit Plan provides for the gross-up or reimbursement of Taxes under Section 409A or 4999 of the Code.

(m) Each material TCF Benefit Plan, if any, which as of the date of this Agreement is maintained outside of the United States or provides compensation or benefits primarily for the benefit of any employee or former employee of TCF or any of its Subsidiaries who primarily resides outside the United States (each, a “Foreign Plan”) is set forth on Section 3.11(m) of the TCF Disclosure Schedule. Except as would not reasonably be likely to have, individually or in the aggregate, a Material Adverse Effect on TCF, each Foreign Plan (i) has been operated in compliance with its terms, any applicable collective bargaining or other works council agreements, and the applicable laws relating to such plans in the jurisdictions in which such TCF Benefit Plan is primarily maintained, (ii) has obtained from the Governmental Entity having jurisdiction with respect to such Foreign Plan any required determinations, if any, that such Foreign Plan is in compliance with the applicable laws of the relevant jurisdiction if such determinations are required in order to give effect to such Foreign Plan, and (iii) if required to be funded and/or book-reserved, is fully funded and/or book- reserved, as appropriate, based upon reasonable actuarial assumptions.

(n) There are no pending or, to the knowledge of TCF, threatened (in writing) material labor grievances or material unfair labor practice claims or charges against TCF or any of its Subsidiaries, or any strikes or other material labor disputes against TCF or any of its Subsidiaries. Neither TCF nor any of its Subsidiaries are party to or bound by any collective bargaining or similar agreement with any labor union, works council or similar labor organization, or work rules or practices agreed to with any labor organization or employee association applicable to employees of TCF or any of its Subsidiaries, and, to the knowledge of TCF, there are no organizing efforts by any union or other group seeking to represent any employees of TCF or any of its Subsidiaries.

(o) TCF and its Subsidiaries are in compliance in all material respects with, and since December 31, 2017 have complied in all material respects with, all laws regarding employment and employment practices, terms and conditions of employment, wages and hours, plant closing notification, classification of employees and independent contractors, equitable pay practices, privacy right, labor disputes, employment discrimination, sexual harassment or

discrimination, workers' compensation or long-term disability policies, retaliation, immigration, family and medical leave, occupational safety and health and other laws in respect of any reduction in force (including notice, information and consultation requirements).

(p) (i) To the knowledge of TCF, no written allegations of sexual harassment or sexual misconduct have been made in the past five (5) years against any person who is a current member of the Board of Directors of TCF or a current Section 16 officer (or, in the past two (2) years, against any person who during such two (2) year period was a Section 16 officer or an employee of TCF or its Subsidiaries categorized at or above Job Level 11), (ii) in the past five (5) years neither TCF nor any of its Subsidiaries has entered into any settlement agreement related to allegations of sexual harassment or sexual misconduct by any current member of the Board of Directors of TCF or any current Section 16 officer (or, in the past two (2) years, any former Section 16 officer or any employee of TCF or its Subsidiaries categorized at or above Job Level 11), and (iii) there are no proceedings currently pending or, to the knowledge of TCF, threatened related to any allegations of sexual harassment or sexual misconduct by any current member of the Board of Directors of TCF or any current Section 16 officer.

3.12 Compliance with Applicable Law.

(a) TCF and each of its Subsidiaries hold, and have at all times since December 31, 2017 held, all licenses, franchises, permits 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, franchise, permit or authorization (nor the failure to pay any fees or assessments) would, either individually or in the aggregate, reasonably be likely to have a Material Adverse Effect on TCF, and to the knowledge of TCF no suspension or cancellation of any such necessary license, franchise, permit or authorization is threatened.

(b) Except as would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on TCF, TCF and each of its Subsidiaries have complied with and are not in default or violation under any law, statute, order, rule, regulation, policy or guideline of any Governmental Entity applicable to TCF or any of its Subsidiaries, including (to the extent applicable to TCF or its Subsidiaries) all laws related to data protection or privacy (including laws relating to the privacy and security of data or information that constitutes personal data or personal information under applicable law (“Personal Data”)), 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 and Regulation V, the Truth in Lending Act and Regulation Z, the Home Mortgage Disclosure Act and Regulation C, the Fair Debt Collection Practices Act, the Electronic Fund Transfer Act and Regulation E, 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 or regulation relating to bank secrecy, discriminatory lending, financing or leasing practices, money laundering prevention, Sections

23A and 23B of the Federal Reserve Act and Regulation W, the Sarbanes-Oxley Act, and all agency requirements relating to the origination, sale and servicing of mortgage and consumer loans.

(c) TCF National Bank has a Community Reinvestment Act rating of “satisfactory” or better as of its most recently completed Community Reinvestment Act examination.

(d) TCF maintains a written information privacy and security program that maintains reasonable measures to protect the privacy, confidentiality and security of all Personal Data against any (i) loss or misuse of Personal Data, (ii) unauthorized or unlawful operations performed upon Personal Data, or (iii) other act or omission that compromises the security or confidentiality of Personal Data.

(e) None of TCF or any of its Subsidiaries, or to the knowledge of TCF, any director, officer, employee, agent or other person acting on behalf of TCF or any of its Subsidiaries has, directly or indirectly, (i) used any funds of TCF 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 TCF 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 TCF or any of its Subsidiaries, (v) made any fraudulent entry on the books or records of TCF 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 TCF or any of its Subsidiaries, to pay for favorable treatment for business secured or to pay for special concessions already obtained for TCF 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 reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on TCF.

(f) As of the date hereof, TCF, TCF National Bank and each other insured depository institution Subsidiary of TCF maintain regulatory capital ratios that exceed the levels established for “well capitalized” institutions (under the relevant regulatory capital regulation of the institution’s primary bank regulator) and, as of the date hereof, neither TCF nor any of its Subsidiaries has received any notice from a Governmental Entity that its status as “well-capitalized” or that TCF National Bank’s Community Reinvestment Act rating will change within one (1) year from the date of this Agreement.

(g) Except as would not, either individually or in the aggregate, reasonably be likely to have a Material Adverse Effect on TCF, (i) TCF 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 TCF, 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 and correct and accurately reflect the assets and results of such fiduciary account.

3.13 Certain Contracts.

(a) Except as set forth in Section 3.13(a) of the TCF Disclosure Schedule or as filed with or incorporated into any TCF Report filed prior to the date hereof, as of the date hereof, neither TCF 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 TCF 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 provision that materially restricts the conduct of any line of business by TCF or any of its Subsidiaries or upon consummation of the Merger will materially restrict the ability of the Surviving Corporation or any of its Subsidiaries to engage in any line of business or in any geographic region;

(iii) which is a collective bargaining agreement or similar agreement with any labor organization;

(iv) (A) that is an agreement for the incurrence of indebtedness by TCF or any of its Subsidiaries, including any debt for borrowed money, obligations evidenced by notes, debentures or similar instruments, sale and leaseback transactions, capitalized or finance 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), or (B) that provides for the guarantee, support, indemnification, assumption or endorsement by TCF or any of its Subsidiaries of, or any similar commitment by TCF 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 an amount that can reasonably be expected to exceed \$25,000,000;

(v) that grants any right of first refusal, right of first offer or similar right with respect to any material assets, rights or properties of TCF or its Subsidiaries, taken as a whole;

(vi) which creates future payment obligations in excess of \$5,000,000 per annum (other than any such contracts which are terminable by TCF or any of its Subsidiaries on sixty (60) days or less notice without any required payment or other conditions, other than the condition of notice), other than extensions of credit, other customary banking products offered by TCF or its Subsidiaries, or derivatives issued or entered into in the ordinary course of business consistent with past practice; or

(vii) that relates to the acquisition or disposition of any person, business or asset and under which TCF or its Subsidiaries have or may have ongoing obligations or liabilities that are material to TCF and its Subsidiaries, taken as a whole.

Each contract, arrangement, commitment or understanding of the type described in this Section 3.13(a), whether or not set forth in the TCF Disclosure Schedule, is referred to herein as a “TCF Contract,” and neither TCF nor any of its Subsidiaries knows of, or has received written, or to the knowledge of TCF, oral notice of, any violation of any TCF Contract by any of the other parties thereto which would reasonably be likely to be, either individually or in the aggregate, material to TCF and its Subsidiaries, taken as a whole. TCF has made available to Huntington true, correct and complete copies of each TCF Contract in effect as of the date hereof.

(b) In each case, except as would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on TCF: (i) each TCF Contract is valid and binding on TCF or one of its Subsidiaries, as applicable, and in full force and effect, (ii) TCF and each of its Subsidiaries has performed all obligations required to be performed by it prior to the date hereof under each TCF Contract, (iii) to the knowledge of TCF each third-party counterparty to each TCF Contract has performed all obligations required to be performed by it to date under such TCF Contract, and (iv) no event or condition exists which constitutes or, after notice or lapse of time or both, will constitute, a default on the part of TCF or any of its Subsidiaries or, to the knowledge of TCF, any counterparty thereto, under any such TCF Contract.

3.14 Agreements with Regulatory Agencies. Subject to Section 9.7, neither TCF 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, 2018, a recipient of any supervisory letter from, or since January 1, 2018, has adopted any policies, procedures or board resolutions at the request 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 or its business (each, whether or not set forth in the TCF Disclosure Schedule, a “TCF Regulatory Agreement”), nor has TCF or any of its Subsidiaries been advised in writing or, to the knowledge of TCF, orally, since January 1, 2018, by any Regulatory Agency or other Governmental Entity that it is considering issuing, initiating, ordering, or requesting any such TCF Regulatory Agreement.

3.15 Risk Management Instruments. Except as would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on TCF, 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 TCF or any of its Subsidiaries or for the account of a customer of TCF or one of its Subsidiaries, were entered into in the ordinary course of business and in accordance with applicable rules, regulations and policies of any Regulatory Agency and with counterparties reasonably believed to be financially responsible at the time and are legal, valid and binding

obligations of TCF or one of its Subsidiaries enforceable in accordance with their terms (except as may be limited by the Enforceability Exceptions). TCF 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 TCF, there are no material breaches, violations or defaults or *bona fide* allegations or assertions of such by any party thereunder.

3.16 Environmental Matters. Except as would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on TCF, TCF and its Subsidiaries are in compliance, and, since January 1, 2018 have complied, with all federal, state and local laws, regulation, orders, decrees, permits, authorizations, common laws and other legal requirements 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 (collectively, “Environmental Laws”). There are no legal, administrative, arbitral or other proceedings, claims or actions, or, to the knowledge of TCF, any private environmental investigations or remediation activities or governmental investigations of any nature seeking to impose, or that could reasonably be likely to result in the imposition, on TCF or any of its Subsidiaries of any liability or obligation arising under any Environmental Law, pending or threatened against TCF, which liability or obligation would reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on TCF. To the knowledge of TCF, there is no reasonable basis for any such proceeding, claim, action or governmental investigation that would impose any liability or obligation that would reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on TCF. TCF 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 third party imposing any liability or obligation with respect to any Environmental Law that would reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on TCF.

3.17 Investment Securities.

(a) Except as would not reasonably be likely to have, individually or in the aggregate, a Material Adverse Effect on TCF, each of TCF and its Subsidiaries has good title to all securities and commodities owned by it (except those sold under repurchase agreements or held in any fiduciary or agency capacity), free and clear of any Lien, except (i) as set forth in the financial statements included in the TCF Reports and (ii) to the extent such securities or commodities are pledged in the ordinary course of business to secure obligations of TCF or its Subsidiaries. Such securities and commodities are valued on the books of TCF in accordance with GAAP in all material respects.

(b) TCF and its Subsidiaries employ, to the extent applicable, investment, securities, risk management and other policies, practices and procedures that TCF believes are prudent and reasonable in the context of their respective businesses, and TCF and its Subsidiaries have, since January 1, 2018, been in compliance with such policies, practices and procedures in all material respects.

3.18 Real Property. Except as would not reasonably be likely, either individually or in the aggregate, to have a Material Adverse Effect on TCF, TCF or a TCF Subsidiary (a) has good and marketable title to all of the real property reflected in the latest audited balance sheet included in the TCF Reports as being owned by TCF or a TCF 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 “TCF Owned Properties”), free and clear of all material Liens, except (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 and (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 (collectively, “Permitted Encumbrances”), and (b) is the lessee of all leasehold estates reflected in the latest audited financial statements included in such TCF Reports or acquired after the date thereof (except for leases that have expired by their terms since the date thereof) (collectively with the TCF Owned Properties, the “TCF Real Property”), free and clear of all material Liens of any nature whatsoever, except for Permitted Encumbrances, and is in possession of the properties purported to be leased thereunder, and each such lease is valid without material default thereunder by the lessee or, to the knowledge of TCF, the lessor. There are no material pending or, to the knowledge of TCF, threatened condemnation proceedings against any TCF Real Property.

3.19 Intellectual Property. TCF and each of its Subsidiaries owns, or is licensed to use (in each case, free and clear of any material Liens other than any Permitted Encumbrances), all Intellectual Property necessary for the conduct of its business as currently conducted. Except as would not reasonably be likely, either individually or in the aggregate, to have a Material Adverse Effect on TCF, (a) the use of any Intellectual Property by TCF and its Subsidiaries does not infringe, misappropriate or otherwise violate the rights of any person and is in accordance with any applicable license pursuant to which TCF or any TCF Subsidiary acquired the right to use any Intellectual Property; (b) no person has asserted to TCF in writing that TCF or any of its Subsidiaries has infringed, misappropriated or otherwise violated the Intellectual Property rights of such person; (c) to the knowledge of TCF, no person is challenging, infringing on or otherwise violating any right of TCF or any of its Subsidiaries with respect to any Intellectual Property owned by or licensed to TCF or its Subsidiaries; (d) neither TCF nor any TCF Subsidiary has received any written notice of any pending claim with respect to any Intellectual Property owned by TCF or any TCF Subsidiary; and (e) since January 1, 2018, no third party has gained unauthorized access to any information technology networks controlled by and material to the operation of the business of TCF and its Subsidiaries. Except as would not reasonably be likely, either individually or in the aggregate, to have a Material Adverse Effect on TCF, TCF and its Subsidiaries have taken commercially reasonable actions to avoid the abandonment, cancellation or unenforceability of all Intellectual Property owned or licensed, respectively, by TCF and its Subsidiaries. For purposes of this Agreement, “Intellectual Property” means trademarks, service marks, brand names, Internet domain names, logos, symbols, certification marks, trade dress and other indications of 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; inventions, discoveries and ideas, whether patentable or not, in

any jurisdiction; patents, applications for patents (including divisions, continuations, continuations in part and renewal applications), all improvements thereto and any re-examinations, renewals, extensions or reissues thereof, in any jurisdiction; 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); 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 any similar intellectual property or proprietary rights.

3.20 Related Party Transactions. 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 TCF 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 TCF 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 TCF Common Stock (or any of such person’s immediate family members or affiliates) (other than Subsidiaries of TCF), on the other hand, of the type required to be reported in any TCF Report pursuant to Item 404 of Regulation S-K promulgated under the Exchange Act that have not been so reported on a timely basis.

3.21 Takeover Restrictions. The Board of Directors of TCF has approved this Agreement and the transactions contemplated hereby as required to render inapplicable to this Agreement and the transactions contemplated hereby any applicable provisions of the takeover laws of any state, including any “moratorium,” “control share,” “fair price,” “takeover” or “interested shareholder” law or any similar provisions of the TCF Articles or TCF Bylaws (any such laws, collectively with any similar provisions of the TCF Articles or TCF Bylaws or the Huntington Articles or Huntington Bylaws, as applicable, “Takeover Restrictions”). In accordance with Section 450.1762 of the MBCA, no appraisal or dissenters’ rights will be available to the holders of TCF Common Stock or TCF Preferred Stock in connection with the Merger.

3.22 Reorganization. TCF has not taken any action and is not aware of any fact or circumstance that could reasonably be expected to prevent the Merger from qualifying as a “reorganization” within the meaning of Section 368(a) of the Code.

3.23 Opinion. Prior to the execution of this Agreement, the Board of Directors of TCF has received an opinion (which, if initially rendered orally, has been or will be confirmed by a written opinion, dated the same date) from Keefe, Bruyette & Woods, Inc., to the effect that, as of the date thereof, and based upon and subject to the factors, assumptions and limitations set forth therein, the Exchange Ratio pursuant to this Agreement is fair, from a financial point of view, to the holders of TCF Common Stock. Such opinion has not been amended or rescinded as of the date of this Agreement.

3.24 TCF Information. The information relating to TCF and its Subsidiaries that is provided by TCF or its representatives specifically for inclusion in (a) the Joint Proxy Statement, (b) the S-4, (c) the documents and financial statements of TCF incorporated by

reference in the Joint Proxy Statement, the S-4 or any amendment or supplement thereto or (d) any other document filed with any other Regulatory Agency or Governmental Entity 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 Joint Proxy Statement relating to TCF and its Subsidiaries and other portions within the reasonable control of TCF and its Subsidiaries 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 TCF with respect to statements made or incorporated by reference therein based on information provided or supplied by or on behalf of Huntington or its Subsidiaries for inclusion in the Joint Proxy Statement or the S-4.

3.25 Loan Portfolio.

(a) As of the date hereof, except as set forth in Section 3.25(a) of the TCF Disclosure Schedule, neither TCF nor any of its Subsidiaries is a party to any written or oral (i) loan, loan agreement, note or borrowing arrangement (including leases, credit enhancements, commitments, guarantees and interest-bearing assets) (collectively, “Loans”) in which TCF or any Subsidiary of TCF is a creditor which as of September 30, 2020 had an outstanding balance of \$10,000,000 or more and under the terms of which the obligor was, as of September 30, 2020, over ninety (90) days or more delinquent in payment of principal or interest, or (ii) “extensions of credit” to any “executive officer” or other “insider” of TCF or any of its Subsidiaries (as such terms are defined in 12 C.F.R. Part 215). Each “extension of credit” to any such “executive officer” or other “insider” of TCF or any of its Subsidiaries is subject to and was made and continues to be in compliance with 12 C.F.R. Part 215 in all material respects or is exempt therefrom. Except as such disclosure may be limited by any applicable law, rule or regulation, Section 3.25(a) of the TCF Disclosure Schedule sets forth a true, correct and complete list of all of the Loans of TCF and its Subsidiaries that, as of September 30, 2020, had an outstanding balance of \$10,000,000 or more and were classified by TCF 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 aggregate principal amount of and accrued and unpaid interest on such Loans as of such date.

(b) Except as would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on TCF, each outstanding Loan of TCF or 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 TCF and its Subsidiaries as secured Loans, has been secured by valid Liens, 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 reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on TCF, each outstanding Loan of TCF or 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 applicable written underwriting standards of TCF and its Subsidiaries (and, in the case of Loans held for resale to investors, the applicable underwriting standards, if any, of the applicable investors) and with all applicable federal, state and local laws, regulations and rules.

(d) None of the agreements pursuant to which TCF or any of its Subsidiaries has sold Loans or pools of Loans or participations in Loans or pools of Loans contains any obligation to repurchase such Loans or interests therein solely on account of a payment default (other than early payment defaults) by the obligor on any such Loan.

(e) Neither TCF nor any of its Subsidiaries is now, nor has it ever been since December 31, 2017, subject to any material fine, suspension, settlement or other administrative agreement or sanction by, or any reduction in any loan purchase commitment, any Governmental Entity or Regulatory Agency relating to the origination, sale or servicing of mortgage or consumer Loans.

3.26 Insurance. Except as would not reasonably be likely, either individually or in the aggregate, to have a Material Adverse Effect on TCF, (a) TCF and its Subsidiaries are insured with reputable insurers against such risks and in such amounts as the management of TCF reasonably has determined to be prudent and consistent with industry practice, and neither TCF nor any of its Subsidiaries has received notice to the effect that any of them are in default under any material insurance policy, (b) each such policy is outstanding and in full force and effect and, except for policies insuring against potential liabilities of officers, directors and employees of TCF and its Subsidiaries, TCF or the relevant Subsidiary thereof is the sole beneficiary of such policies, and (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.

3.27 No Investment Adviser or Broker-Dealer Subsidiary.

(a) Neither TCF nor any TCF Subsidiary serves in a capacity described in Section 9(a) or 9(b) of the Investment Company Act of 1940, as amended, nor acts as an “investment adviser” required to register as such under the Investment Advisers Act of 1940, as amended.

(b) Neither TCF nor any TCF Subsidiary is a broker-dealer required to be registered under the Exchange Act with the SEC.

3.28 No Other Representations or Warranties.

(a) Except for the representations and warranties made by TCF in this Article III, neither TCF nor any other person makes any express or implied representation or warranty with respect to TCF, its Subsidiaries, or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and TCF hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, neither TCF nor any other person makes or has made any representation or warranty to Huntington or any of its affiliates or representatives with respect to (i) any financial projection, forecast, estimate, budget or prospective information relating to TCF, any of its Subsidiaries or their respective businesses, or (ii) except for the representations and warranties made by TCF in this

Article III, any oral or written information presented to Huntington or any of its affiliates or representatives in the course of their due diligence investigation of TCF, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) TCF acknowledges and agrees that neither Huntington nor any other person has made or is making any express or implied representation or warranty other than those contained in Article IV.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF HUNTINGTON

Except (i) as disclosed in the disclosure schedule delivered by Huntington to TCF concurrently herewith (the “Huntington Disclosure Schedule”); provided, that (a) no such 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 Huntington Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission by Huntington that such item represents a material exception or fact, event or circumstance or that such item is reasonably likely 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 any Huntington Reports publicly filed 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), Huntington hereby represents and warrants to TCF as follows:

4.1 Corporate Organization.

(a) Huntington is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland and is a bank holding company duly registered under the BHC Act that has elected to be treated as a financial holding company under the BHC Act. Huntington 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. Huntington 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, reasonably be likely to have a Material Adverse Effect on Huntington. True and complete copies of the Articles of Restatement of Charter of Huntington, as amended (“Huntington Articles”), and Amended and Restated Bylaws of Huntington (“Huntington Bylaws”), as in effect as of the date of this Agreement, have previously been made available by Huntington to TCF.

(b) Except, in the case of clauses (ii) and (iii) only, as would not reasonably be likely to have, individually or in the aggregate, a Material Adverse Effect on Huntington, each Subsidiary of Huntington (a “Huntington 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 any Subsidiary of Huntington to pay dividends or distributions, except, in the case of a Subsidiary that is a regulated entity, for restrictions on dividends or distributions generally applicable to all such regulated entities. The deposit accounts of each Subsidiary of Huntington that is an insured depository institution are insured by the FDIC through the Deposit Insurance Fund 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, to the knowledge of Huntington, threatened. Section 4.1(b) of the Huntington Disclosure Schedule sets forth a true and complete list of all Subsidiaries of Huntington as of the date hereof.

4.2 Capitalization.

(a) As of the date hereof, the authorized capital stock of Huntington consists of 1,500,000,000 shares of Huntington Common Stock and 6,617,808 shares of preferred stock, par value \$0.01 per share (“Huntington Preferred Stock”). As of December 9, 2020, no shares of capital stock or other voting securities of Huntington are issued, reserved for issuance or outstanding, other than (i) 1,022,235,450 shares of Huntington Common Stock issued and outstanding, (ii) 14,152,794 shares of Huntington Common Stock reserved for issuance upon the exercise of outstanding stock options to purchase shares of Huntington Common Stock granted under a Huntington Stock Plan (“Huntington Stock Options”), (iii) 20,749,802 shares of Huntington Common Stock reserved for issuance upon the settlement of outstanding restricted stock units in respect of shares of Huntington Common Stock granted under a Huntington Stock Plan (“Huntington Restricted Stock Unit Awards”) (assuming that performance with respect to performance-vesting Huntington Restricted Stock Unit Awards is achieved at maximum performance), (iv) 868,237 Huntington deferred stock units in respect of 868,237 shares of Huntington Common Stock granted under a Huntington Stock Plan (“Huntington Deferred Stock Unit Awards”), (v) 4,835,172 shares of Huntington Common Stock reserved for issuance pursuant to future grants under the Huntington Stock Plans, and (vi) 750,500 shares of Huntington Preferred Stock issued and outstanding. As used herein, the “Huntington Stock Plans” shall mean all employee and director equity incentive plans of Huntington in effect as of the date of this Agreement and agreements for equity awards in respect of Huntington Common Stock granted by Huntington under the inducement grant exception. As of the date of this Agreement, except as set forth in the immediately preceding sentence and for changes since December 9, 2020 resulting from the exercise, vesting or settlement of any Huntington equity awards described in the immediately preceding sentence, there are no shares of capital stock or other voting securities or equity interests of Huntington issued, reserved for issuance or outstanding. All of the issued and outstanding shares of Huntington Common Stock and Huntington 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. No bonds, debentures, notes or other indebtedness that have the right to vote on any matters on which shareholders of Huntington may vote are issued or outstanding. Except as set forth in Section 4.2(a) of the Huntington Disclosure Schedule, as of the date of this Agreement, no trust preferred or subordinated debt securities of Huntington are issued or outstanding. Other than Huntington Stock Options, Huntington Restricted Stock Unit Awards and Huntington Deferred Stock Unit Awards, in each case, issued prior to the date of this Agreement as described in this Section 4.2(a), as of the date of this Agreement, there are no outstanding subscriptions, options, warrants, puts, calls, rights, exchangeable or convertible securities or other commitments or agreements obligating Huntington to issue, transfer, sell, purchase, redeem or otherwise acquire any such securities.

(b) There are no voting trusts, shareholder agreements, proxies or other agreements in effect pursuant to which Huntington or any of its Subsidiaries has a contractual or other obligation with respect to the voting or transfer of the Huntington Common Stock or other equity interests of Huntington. Huntington has paid or made due provision for the payment of all dividends payable on the outstanding shares of Huntington Preferred Stock through the most recent scheduled dividend payment date therefor, and has complied in all material respects with terms and conditions thereof.

(c) Huntington owns, directly or indirectly, all of the issued and outstanding shares of capital stock or other equity ownership interests of each Huntington Subsidiary, 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 Huntington Subsidiaries that are insured depository institutions, as provided under 12 U.S.C. § 55 or any comparable provision of applicable state law) and free of preemptive rights, with no personal liability attaching to the ownership thereof. No Huntington Subsidiary has or is bound by any outstanding subscriptions, options, warrants, calls, rights, commitments or agreements of any character calling for the purchase or issuance of any shares of capital stock or any other equity security of such Subsidiary or any securities representing the right to purchase or otherwise receive any shares of capital stock or any other equity security of such Subsidiary.

4.3 Authority; No Violation.

(a) Huntington 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 Huntington. The Board of Directors of Huntington has determined that the Merger, on the terms and conditions set forth in this Agreement, is advisable and in the best interests of Huntington and its shareholders, and has directed that the Merger and the Huntington Charter Amendment be submitted to Huntington's shareholders for approval at a duly held meeting of such shareholders and has adopted resolutions to the foregoing effect. Except for (i) the adoption and approval of the Bank Merger Agreement by the board of directors of The Huntington National Bank and Huntington as its sole shareholder, (ii) (A) the approval of the Merger by the affirmative vote of two-thirds of all the votes entitled to be cast on the Merger by the holders of outstanding Huntington Common Stock and (B) the approval of the Huntington Charter Amendment by the affirmative vote of two-thirds of all the votes entitled to be cast on

the Huntington Charter Amendment by the holders of outstanding Huntington Common Stock (such approvals in this clause (ii), collectively, the “Requisite Huntington Vote”), and (iii) the adoption of resolutions to give effect to the provisions of Section 6.12 in connection with the Closing, no other corporate proceedings on the part of Huntington are necessary to approve this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Huntington and (assuming due authorization, execution and delivery by TCF) constitutes a valid and binding obligation of Huntington, enforceable against Huntington in accordance with its terms (except in all cases as such enforceability may be limited by the Enforceability Exceptions). Subject to the receipt of the Requisite Huntington Vote, the shares of Huntington Common Stock and New Huntington Preferred Stock to be issued in the Merger have been validly authorized and, when issued, will be validly issued, fully paid and nonassessable, and no current or past shareholder of Huntington will have any preemptive right or similar rights in respect thereof.

(b) Subject to the receipt of the Requisite Huntington Vote, neither the execution and delivery of this Agreement by Huntington, nor the consummation by Huntington of the transactions contemplated hereby, nor compliance by Huntington with any of the terms or provisions hereof, will (i) violate any provision of the Huntington Articles or the Huntington Bylaws or comparable governing documents of any Huntington Subsidiary or (ii) assuming that the consents, approvals and filings referred to in Section 4.4 are duly obtained and/or made, (x) violate any law, statute, code, ordinance, rule, regulation, judgment, order, writ, decree or injunction applicable to Huntington, 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 Huntington 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 Huntington 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 clause (ii) above) for such violations, conflicts, breaches, defaults, terminations, cancellations, accelerations or creations which, either individually or in the aggregate, would not reasonably be likely to have a Material Adverse Effect on Huntington.

4.4 Consents and Approvals. Except for (a) the filing of any required applications, filings and notices, as applicable, with the NASDAQ, (b) the filing of any required applications, filings and notices, as applicable, with the Federal Reserve Board under the BHC Act and approval or regulatory waiver of such applications, filings and notices, (c) the filing of any required applications, filings and notices, as applicable, with the OCC in connection with the Bank Merger, including under the Bank Merger Act, and approval of such applications, filings and notices, (d) the filing of any required applications, filings or notices listed on Section 3.4 of the TCF Disclosure Schedule or Section 4.4 of the Huntington Disclosure Schedule and approval or non-objection, as applicable, of such applications, filings and notices, (e) the filing with the SEC of the Joint Proxy Statement and the S-4 in which the Joint Proxy Statement will be included as a prospectus, and declaration of effectiveness of the S-4, (f) the filing of the Certificate of Merger with the Michigan Department pursuant to the MBCA, the filing of the Articles of Merger with the Maryland Department pursuant to the MGCL and the filing of the

Bank Merger Certificates with the applicable Governmental Entities as required by applicable law, (g) the filing with, and acceptance for record by, the Maryland Department of the Huntington Charter Amendment and Articles Supplementary for the New Huntington Preferred Stock, and (h) such filings and approvals as are required to be made or obtained under the securities or “Blue Sky” laws of various states in connection with the issuance of the shares of Huntington Common Stock and the New Huntington Preferred Stock (or depositary shares in respect thereof) pursuant to this Agreement and the approval of the listing of such Huntington Common Stock and New Huntington Preferred Stock (or depositary shares in respect thereof) on the NASDAQ, no consents or approvals of or filings or registrations with any Governmental Entity are necessary in connection with (i) the execution and delivery by Huntington of this Agreement or (ii) the consummation by Huntington of the Merger and the other transactions contemplated hereby (including the Bank Merger). As of the date hereof, Huntington is not aware of any reason why the necessary regulatory approvals and consents will not be received in order to permit consummation of the Merger and Bank Merger on a timely basis.

4.5 Reports.

(a) Huntington and each of its Subsidiaries have timely filed or furnished, as applicable, all reports, 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, 2018 with any Regulatory Agencies, including any report, 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 such report, registration or statement or to pay such fees and assessments, either individually or in the aggregate, would not reasonably be likely to have a Material Adverse Effect on Huntington. Subject to Section 9.7 and except for normal examinations conducted by a Regulatory Agency in the ordinary course of business of Huntington and its Subsidiaries, no Regulatory Agency has initiated or has pending any proceeding or, to the knowledge of Huntington, investigation into the business or operations of Huntington or any of its Subsidiaries since January 1, 2018, except where such proceedings or investigations would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on Huntington. Subject to Section 9.7, 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 Huntington or any of its Subsidiaries, and (ii) has 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 Huntington or any of its Subsidiaries since January 1, 2018, in each case of clauses (i) and (ii), which would reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on Huntington.

(b) An accurate and complete copy of each final registration statement, prospectus, report, schedule and definitive proxy statement filed with or furnished to the SEC by Huntington or any of its Subsidiaries pursuant to the Securities Act or the Exchange Act, as the case may be, since January 1, 2018 (the “Huntington Reports”) is publicly available. No such Huntington Report, at the time filed, furnished or communicated (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 Huntington 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 Huntington 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 material unresolved issues raised by the SEC with respect to any of the Huntington Reports.

4.6 Financial Statements.

(a) The financial statements of Huntington and its Subsidiaries included (or incorporated by reference) in the Huntington Reports (including the related notes, where applicable) (i) have been prepared from, and are in accordance with, the books and records of Huntington and its Subsidiaries in all material respects, (ii) fairly present in all material respects the consolidated results of operations, cash flows, changes in shareholders' equity and consolidated financial position of Huntington 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. The books and records of Huntington and its Subsidiaries have been, since January 1, 2018, and are being, maintained in all material respects in accordance with GAAP and any other applicable legal and accounting requirements. PricewaterhouseCoopers LLP has not resigned (or informed Huntington that it intends to resign) or been dismissed as independent public accountants of Huntington as a result of or in connection with any disagreements with Huntington on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

(b) Except as would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on Huntington, neither Huntington 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) required by GAAP to be included on a consolidated balance sheet of Huntington, except for those liabilities that are reflected or reserved against on the consolidated balance sheet of Huntington included in its Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2020 (including any notes thereto) and for liabilities incurred in the ordinary course of business consistent with past practice since September 30, 2020, or in connection with this Agreement and the transactions contemplated hereby.

(c) The records, systems, controls, data and information of Huntington 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 and direct control of Huntington or its Subsidiaries or accountants

(including all means of access thereto and therefrom), except for any non-exclusive ownership and non-direct control that would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on Huntington. Huntington (i) 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 Huntington, including its Subsidiaries, is made known to the chief executive officer and the chief financial officer of Huntington 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, and (ii) has disclosed, based on its most recent evaluation prior to the date hereof, to Huntington's outside auditors and the audit committee of Huntington's Board of Directors (x) 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 Huntington's ability to record, process, summarize and report financial information, and (y) to the knowledge of Huntington, any fraud, whether or not material, that involves management or other employees who have a significant role in Huntington's internal controls over financial reporting. These disclosures were made in writing by management to Huntington's auditors and audit committee and true, correct and complete copies of such disclosures have been made available to TCF. To the knowledge of Huntington, there is no reason to believe that Huntington'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, 2018, (i) neither Huntington nor any of its Subsidiaries, nor, to the knowledge of Huntington, any director, officer, auditor, accountant or representative of Huntington or any of its Subsidiaries, has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or, to the knowledge of Huntington, 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 Huntington or any of its Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or written claim that Huntington or any of its Subsidiaries has engaged in questionable accounting or auditing practices, and (ii) no employee of or attorney representing Huntington or any of its Subsidiaries, whether or not employed by Huntington or any of its Subsidiaries, has reported evidence of a material violation of securities laws, breach of fiduciary duty or similar violation by Huntington or any of its Subsidiaries or any of their respective officers, directors, employees or agents to the Board of Directors of Huntington or any committee thereof or similar governing body of any Huntington Subsidiary or any committee thereof, or, to the knowledge of Huntington, to any director or officer of Huntington or any Huntington Subsidiary.

4.7 Broker's Fees. Neither Huntington nor any Huntington 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, other than Goldman Sachs & Co. LLC.

4.8 Absence of Certain Changes or Events.

(a) Since December 31, 2019, there has not been any effect, change, event, circumstance, condition, occurrence or development that has had or would reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on Huntington.

(b) Since December 31, 2019 through the date of this Agreement, except with respect to the transactions contemplated hereby, Huntington and its Subsidiaries have carried on their respective businesses in all material respects in the ordinary course.

4.9 Legal Proceedings.

(a) Neither Huntington nor any of its Subsidiaries is a party to any, and there are no pending or, to the knowledge of Huntington, threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any nature against Huntington or any of its Subsidiaries or any of their current or former directors or executive officers (i) that would reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on Huntington, or (ii) of a material nature challenging the validity or propriety of this Agreement or the transactions contemplated hereby.

(b) There is no material injunction, order, judgment, decree, or regulatory restriction imposed upon Huntington, any of its Subsidiaries or the assets of Huntington or any of its Subsidiaries (or that, upon consummation of the Merger, would apply to the Surviving Corporation or any of its affiliates).

4.10 Taxes and Tax Returns. Each of Huntington and its Subsidiaries has duly and timely filed (taking into account all applicable extensions) all 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. All material Taxes of Huntington and its Subsidiaries (whether or not shown on any Tax Returns) that are due have been fully and timely paid. Each of Huntington 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. The federal income Tax Returns of Huntington and its Subsidiaries for all years up to and including the tax year ended December 31, 2014 have been examined by the IRS or are Tax Returns with respect to which the applicable period for assessment under applicable law, after giving effect to extensions or waivers, has expired. No deficiency with respect to a material amount of Taxes has been proposed, asserted or assessed against Huntington or any of its Subsidiaries. There are no pending or threatened (in writing) disputes, claims, audits, examinations or other proceedings regarding any material Taxes of Huntington and its Subsidiaries or the assets of Huntington and its Subsidiaries.

4.11 Compliance with Applicable Law.

(a) Huntington and each of its Subsidiaries hold, and have at all times since December 31, 2017 held, all licenses, franchises, permits 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, franchise, permit or authorization (nor the failure to pay any fees or assessments) would, either individually or in the aggregate, reasonably be likely to have a Material Adverse Effect on Huntington, and to the knowledge of Huntington, no suspension or cancellation of any such necessary license, franchise, permit or authorization is threatened.

(b) Except as would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on Huntington, Huntington and each of its Subsidiaries have complied with and are not in default or violation under any law, statute, order, rule, regulation, policy or guideline of any Governmental Entity applicable to Huntington or any of its Subsidiaries, including (to the extent applicable to Huntington or its Subsidiaries) all laws related to data protection or privacy (including laws relating to the privacy and security of Personal Data), 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 and Regulation V, the Truth in Lending Act and Regulation Z, the Home Mortgage Disclosure Act and Regulation C, the Fair Debt Collection Practices Act, the Electronic Fund Transfer Act and Regulation E, 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 or regulation relating to bank secrecy, discriminatory lending, financing or leasing practices, money laundering prevention, Sections 23A and 23B of the Federal Reserve Act and Regulation W, the Sarbanes-Oxley Act, and all agency requirements relating to the origination, sale and servicing of mortgage and consumer loans.

(c) The Huntington National Bank has a Community Reinvestment Act rating of “satisfactory” or better as of its most recently completed Community Reinvestment Act examination.

(d) Huntington maintains a written information privacy and security program that maintains reasonable measures to protect the privacy, confidentiality and security of all Personal Data against any (i) loss or misuse of Personal Data, (ii) unauthorized or unlawful operations performed upon Personal Data, or (iii) other act or omission that compromises the security or confidentiality of Personal Data.

(e) None of Huntington or any of its Subsidiaries, or to the knowledge of Huntington, any director, officer, employee, agent or other person acting on behalf of Huntington or any of its Subsidiaries has, directly or indirectly, (i) used any funds of Huntington 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 Huntington 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 Huntington or any of its Subsidiaries, (v) made any fraudulent entry on the books or records of Huntington 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 Huntington or any of its Subsidiaries, to pay for favorable treatment for business secured or to pay for special concessions already obtained for Huntington 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 reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on Huntington.

(f) As of the date hereof, Huntington, The Huntington National Bank and each other insured depository institution Subsidiary of Huntington maintain regulatory capital ratios that exceed the levels established for “well capitalized” institutions (under the relevant regulatory capital regulation of the institution’s primary bank regulator) and, as of the date hereof, neither Huntington nor any of its Subsidiaries has received any notice from a Governmental Entity that its status as “well-capitalized” or that The Huntington National Bank’s Community Reinvestment Act rating will change within one (1) year from the date of this Agreement.

(g) Except as would not, either individually or in the aggregate, reasonably be likely to have a Material Adverse Effect on Huntington, (i) Huntington 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 Huntington, 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 and correct and accurately reflect the assets and results of such fiduciary account.

(h) Except as would not reasonably be likely to have, individually or in the aggregate, a Material Adverse Effect on Huntington, Huntington and its Subsidiaries are in compliance, and, since January 1, 2018 have complied, with all Environmental Laws.

4.12 Certain Contracts.

(a) Each contract, arrangement, commitment or understanding (whether written or oral) which is a “material contract” (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC) to which Huntington or any of its Subsidiaries is a party or by which Huntington or any of its Subsidiaries is bound as of the date hereof has been filed as an exhibit to the most recent Annual Report on Form 10-K filed by Huntington, or a Quarterly Report on Form 10-Q or Current Report on Form 8-K subsequent thereto (each, a “Huntington Contract”), and neither Huntington nor any of its Subsidiaries knows of, or has received written, or to the knowledge of Huntington, oral notice of, any violation of any Huntington Contract by any of the other parties thereto which would reasonably be likely to have, individually or in the aggregate, a Material Adverse Effect on Huntington.

(b) In each case, except as would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on Huntington, (i) each Huntington Contract is valid and binding on Huntington or one of its Subsidiaries, as applicable, and in full force and effect, (ii) Huntington and each of its Subsidiaries have performed all obligations required to be performed by it prior to the date hereof under each Huntington Contract, (iii) to the knowledge of Huntington, each third-party counterparty to each Huntington Contract has performed all obligations required to be performed by it to date under such Huntington Contract, and (iv) no event or condition exists which constitutes or, after notice or lapse of time or both, will constitute, a default on the part of Huntington or any of its Subsidiaries or, to the knowledge of Huntington, any counterparty thereto, under any such Huntington Contract.

4.13 Agreements with Regulatory Agencies. Subject to Section 9.7, neither Huntington 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, 2018, a recipient of any supervisory letter from, or since January 1, 2018, has adopted any policies, procedures or board resolutions at the request 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 or its business (each, whether or not set forth in the Huntington Disclosure Schedule, a “Huntington Regulatory Agreement”), nor has Huntington or any of its Subsidiaries been advised, in writing or, to the knowledge of Huntington, orally, since January 1, 2018, by any Regulatory Agency or other Governmental Entity that it is considering issuing, initiating, ordering or requesting any such Huntington Regulatory Agreement.

4.14 Information Technology. Except as would not reasonably be likely, either individually or in the aggregate, to have a Material Adverse Effect on Huntington, to the knowledge of Huntington, since January 1, 2018, no third party has gained unauthorized access to any information technology networks controlled by and material to the operation of the business of Huntington and its Subsidiaries.

4.15 Related Party Transactions. 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 Huntington 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 Huntington 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 Huntington Common Stock (or any of such person’s immediate family members or affiliates) (other than Subsidiaries of Huntington), on the other hand, of the type required to be reported in any Huntington Report pursuant to Item 404 of Regulation S-K promulgated under the Exchange Act that have not been so reported on a timely basis.

4.16 Takeover Restrictions. The Board of Directors of Huntington has approved this Agreement and the transactions contemplated hereby as required to render

inapplicable to this Agreement and the transactions contemplated hereby any applicable Takeover Restrictions. In accordance with Section 3-202 of the MGCL, no appraisal or dissenters' rights will be available to the holders of Huntington Common Stock or Huntington Preferred Stock in connection with the Merger.

4.17 Reorganization. Huntington has not taken any action and is not aware of any fact or circumstance that could reasonably be expected to prevent the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

4.18 Investment Securities.

(a) Except as would not reasonably be likely to have, individually or in the aggregate, a Material Adverse Effect on Huntington, each of Huntington and its Subsidiaries has good title to all securities and commodities owned by it (except those sold under repurchase agreements or held in any fiduciary or agency capacity), free and clear of any Lien, except (i) as set forth in the financial statements included in the Huntington Reports and (ii) to the extent such securities or commodities are pledged in the ordinary course of business to secure obligations of Huntington or its Subsidiaries. Such securities and commodities are valued on the books of Huntington in accordance with GAAP in all material respects.

(b) Huntington and its Subsidiaries employ, to the extent applicable, investment, securities, risk management and other policies, practices and procedures that Huntington believes are prudent and reasonable in the context of their respective businesses, and Huntington and its Subsidiaries have, since January 1, 2018, been in compliance with such policies, practices and procedures in all material respects.

4.19 Opinion. Prior to the execution of this Agreement, Huntington has received an opinion (which, if initially rendered orally, has been or will be confirmed by a written opinion, dated the same date) of Goldman Sachs & Co. LLC to the effect that as of the date thereof and based upon and subject to the factors, assumptions, and limitations set forth therein, the Exchange Ratio pursuant to this Agreement is fair from a financial point of view to Huntington. Such opinion has not been amended or rescinded as of the date of this Agreement.

4.20 Risk Management Instruments. Except as would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on Huntington, 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 Huntington or any of its Subsidiaries or for the account of a customer of Huntington or one of its Subsidiaries, were entered into in the ordinary course of business and in accordance with applicable rules, regulations and policies of any Regulatory Agency and with counterparties reasonably believed to be financially responsible at the time and are legal, valid and binding obligations of Huntington or one of its Subsidiaries enforceable in accordance with their terms (except as may be limited by the Enforceability Exceptions). Huntington and each of its Subsidiaries have 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 Huntington, there are no material breaches, violations or defaults or *bona fide* allegations or assertions of such by any party thereunder.

4.21 Huntington Information. The information relating to Huntington and its Subsidiaries that is provided by Huntington or its representatives specifically for inclusion in (a) the Joint Proxy Statement, (b) the S-4, (c) the documents and financial statements of Huntington incorporated by reference in the Joint Proxy Statement, the S-4 or any amendment or supplement thereto or (d) any other document filed with any other Regulatory Agency or Governmental Entity 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 Joint Proxy Statement relating to Huntington and its Subsidiaries and other portions within the reasonable control of Huntington and its Subsidiaries 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 Huntington with respect to statements made or incorporated by reference therein based on information provided or supplied by or on behalf of TCF or its Subsidiaries for inclusion in the Joint Proxy Statement or the S-4.

4.22 Loan Portfolio.

(a) Except as would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on Huntington, each outstanding Loan of Huntington or 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 Huntington and its Subsidiaries as secured Loans, has been secured by valid Liens, 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.

(b) Except as would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on Huntington, each outstanding Loan of Huntington or 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 applicable written underwriting standards of Huntington and its Subsidiaries (and, in the case of Loans held for resale to investors, the applicable underwriting standards, if any, of the applicable investors) and with all applicable federal, state and local laws, regulations and rules.

(c) None of the agreements pursuant to which Huntington or any of its Subsidiaries has sold Loans or pools of Loans or participations in Loans or pools of Loans contains any obligation to repurchase such Loans or interests therein solely on account of a payment default (other than early payment defaults) by the obligor on any such Loan.

(d) There are no outstanding “extensions of credit” made by Huntington or any of its Subsidiaries to any “executive officer” or other “insider” (as each such term is defined in 12 C.F.R. Part 215) of Huntington or its Subsidiaries, other than extensions of credit that are subject to and that were made and continue to be in compliance with 12 C.F.R. Part 215 in all material respects or that are exempt therefrom.

(e) Neither Huntington nor any of its Subsidiaries is now, nor has it ever been since December 31, 2017, subject to any material fine, suspension, settlement or other administrative agreement or sanction by, any Governmental Entity or Regulatory Agency relating to the origination, sale or servicing of mortgage or consumer Loans.

4.23 Employee Benefit Plans.

(a) For purposes of this Agreement, “Huntington Benefit Plans” means all Benefit Plans to or with respect to which Huntington or any Subsidiary or any trade or business of Huntington or any of its Subsidiaries, whether or not incorporated, all of which together with Huntington would be deemed a “single employer” within the meaning of Section 4001 of ERISA (a “Huntington ERISA Affiliate”), is a party or has any current or future obligation or that are maintained, contributed to or sponsored by Huntington or any of its Subsidiaries or any Huntington ERISA Affiliate, or to which Huntington or any of its Subsidiaries is required or obligated to maintain, contribute to or sponsor, for the benefit of any current or former employee, officer, director or independent contractor of Huntington or any of its Subsidiaries or any Huntington ERISA Affiliate.

(b) Each Huntington Benefit Plan has been established, operated, maintained and administered in all material respects in accordance with its terms and the requirements of all applicable laws, including ERISA and the Code, except for such noncompliance as would not result in any material liability.

(c) Except as would not result in any material liability, with respect to each Huntington Benefit Plan or any other ongoing, frozen or terminated “single employer plan” within the meaning of Section 4001(a)(15) of ERISA, currently or formerly maintained by Huntington, any of its Subsidiaries or any Huntington ERISA Affiliates that is subject to Title IV or Section 302 of ERISA or Section 412, 430 or 4971 of the Code: (i) no such plan is in “at-risk” status for purposes of Section 430 of the Code, (ii) 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, (iii) all premiums required to be paid to the PBGC have been timely paid in full, (iv) no material liability (other than for premiums to the PBGC) under Title IV of ERISA has been or is reasonably expected to be incurred by Huntington or any of its Subsidiaries, (v) the PBGC has not instituted proceedings to terminate any such Huntington Benefit Plan, (vi) to the knowledge of Huntington, the most recent actuarial report for such Huntington Benefit Plan is accurate in all material respects and (vii) there does not exist any accumulated funding deficiency within the meaning of Section 412 of the Code or Section 302 of ERISA, whether or not waived.

(d) None of Huntington and its Subsidiaries nor any Huntington ERISA Affiliate has, at any time during the last six years, contributed to or been obligated to contribute to any plan that is a Multiemployer Plan or a Multiple Employer Plan, and none of Huntington and its Subsidiaries nor any Huntington ERISA Affiliate has incurred any material liability 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 that has not been satisfied in full.

4.24 No Other Representations or Warranties.

(a) Except for the representations and warranties made by Huntington in this Article IV, neither Huntington nor any other person makes any express or implied representation or warranty with respect to Huntington, its Subsidiaries, or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and Huntington hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, neither Huntington nor any other person makes or has made any representation or warranty to TCF or any of its affiliates or representatives with respect to (i) any financial projection, forecast, estimate, budget or prospective information relating to Huntington, any of its Subsidiaries or their respective businesses, or (ii) except for the representations and warranties made by Huntington in this Article IV, any oral or written information presented to TCF or any of its affiliates or representatives in the course of their due diligence investigation of Huntington, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) Huntington acknowledges and agrees that neither TCF nor any other person has made or is making any express or implied representation or warranty other than those contained in Article III.

ARTICLE V

COVENANTS RELATING TO CONDUCT OF BUSINESS

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 expressly contemplated or permitted by this Agreement (including as set forth in the TCF Disclosure Schedule), required by law (including the Pandemic Measures) or as consented to in writing by the other party (such consent not to be unreasonably withheld, conditioned or delayed), (a) TCF shall, and shall cause its Subsidiaries to, (i) conduct its business in the ordinary course in all material respects and (ii) use reasonable best efforts to maintain and preserve intact its business organization and advantageous business relationships, and (b) each of Huntington and TCF shall and shall cause its respective Subsidiaries to take no action that would reasonably be likely to adversely affect or delay the ability of either Huntington or TCF to obtain any necessary approvals of any Regulatory Agency or other Governmental Entity required for the transactions contemplated hereby or to perform its respective covenants and agreements under this Agreement or to consummate the transactions contemplated hereby on a timely basis. Notwithstanding anything to the contrary set forth in this Section 5.1, Section 5.2 (other than Section 5.2(b) and Section 5.2(f), to which this sentence shall not apply) or Section 5.3 (other than Section 5.3(b), to which this sentence shall not apply), a party and its Subsidiaries may take any commercially reasonable actions that such party reasonably determines are necessary or prudent for it to take or not take in response to the Pandemic or the Pandemic Measures; provided, that such party shall provide prior notice to the other party to the extent such actions would otherwise require consent of the other party under this Section 5.1 or Section 5.2 or Section 5.3.

5.2 TCF 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 TCF Disclosure Schedule, as expressly contemplated or permitted by this Agreement or as required by law (including the Pandemic Measures), TCF shall not, and shall not permit any of its Subsidiaries to, without the prior written consent of Huntington (such consent not to be unreasonably withheld, conditioned or delayed):

(a) other than in the ordinary course of business consistent with past practice, incur any indebtedness for borrowed money (other than indebtedness of TCF or any of its wholly-owned Subsidiaries to TCF or any of its wholly-owned Subsidiaries), or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other person (other than any wholly owned Subsidiary of TCF), it being understood and agreed that incurrence of indebtedness in the ordinary course of business consistent with past practice shall include federal funds borrowings and Federal Home Loan Bank borrowings, the creation of deposit liabilities, issuances of letters of credit, purchases of federal funds, sales of certificates of deposit and entry into repurchase agreements, 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) into or exchangeable for any shares of its capital stock or other equity or voting securities (except (A) regular quarterly cash dividends by TCF at a rate not in excess of \$0.35 per share of TCF Common Stock (except that if Huntington increases the rate of its regular quarterly dividends on Huntington Common Stock paid by it during any fiscal quarter after the date hereof relative to that paid by it during the immediately preceding fiscal quarter, TCF shall be permitted to increase the rate of dividends on TCF Common Stock paid by it during the same fiscal quarter by the same proportion (or, if not possible in the same quarter, in the next fiscal quarter with an appropriate “catch-up” adjustment to account for the amounts that would have been paid in the prior quarter) subject in all respects to compliance with all regulatory requirements in connection with such dividend increase), and any associated dividend equivalents for TCF Equity Awards, (B) quarterly dividends payable on the TCF Preferred Stock and dividends provided for and paid on any trust preferred securities of TCF or its Subsidiaries, in each case in accordance with the terms thereof, (C) dividends paid by any of the Subsidiaries of TCF to TCF or any of its wholly owned Subsidiaries, or (D) the acceptance of shares of TCF Common Stock as payment for the exercise price of TCF Stock Options or for withholding taxes incurred in connection with the exercise of TCF Stock Options or the vesting or settlement of TCF Equity Awards and dividend equivalents thereon, if any, in each case, in accordance with past practice and the terms of the applicable award agreements);

(iii) grant any stock options, stock appreciation rights, performance shares, restricted stock units, restricted shares or other equity-based awards or interests,

including TCF Equity Awards, or grant any individual, corporation or other entity any right to acquire any shares of its capital stock or other equity or voting securities; or

(iv) issue, sell or otherwise permit to become outstanding any additional shares of capital stock or other equity or voting securities or securities convertible or exchangeable into, or exercisable for or valued by reference to, any shares of its capital stock or any options, warrants, or other rights of any kind to acquire any shares of capital stock or other equity or voting securities, except for the issuance of shares upon the exercise of TCF Stock Options or the vesting or settlement of TCF Equity Awards (and dividend equivalents thereon, if any) outstanding as of the date hereof or granted on or after the date hereof to the extent permitted under this Agreement;

(c) sell, transfer, mortgage, encumber or otherwise dispose of any of its material properties or assets to any individual, corporation or other entity other than a wholly-owned Subsidiary, or cancel, release or assign any material indebtedness to any such person or any claims held by any person, in each case other than in the ordinary course of business;

(d) except for transactions in the ordinary course of business (including by way of foreclosure or acquisitions of control in a fiduciary or similar capacity or in satisfaction of debts previously contracted in good faith), make any investment or acquisition that would be material to TCF and its Subsidiaries on a consolidated basis, whether by purchase of stock or securities, contributions to capital, property transfers, merger or consolidation or formation of a joint venture or otherwise, in or of any property or assets of any other individual, corporation or other entity, in each case other than a wholly owned Subsidiary of TCF, that would be material to TCF and its Subsidiaries on a consolidated basis;

(e) in each case except for transactions in the ordinary course of business, (i) terminate, materially amend, or waive any material provision of, any TCF Contract, or make any material change in any instrument or agreement governing the terms of any of its securities, other than normal renewals in the ordinary course of business without material adverse changes to terms with respect to TCF or its Subsidiaries or (ii) enter into any contract that would constitute a TCF Contract if it were in effect on the date of this Agreement;

(f) except as required under applicable law or by the terms of any TCF Benefit Plan existing as of the date hereof, (i) enter into, adopt or terminate any TCF Benefit Plan (including any plans, programs, policies, agreements or arrangements that would be considered a TCF Benefit Plan if in effect as of the date hereof), (ii) amend (whether in writing or through the interpretation of) any TCF Benefit Plan (including any plans, programs, policies, agreements or arrangements adopted or entered into that would be considered a TCF Benefit Plan if in effect as of the date hereof), other than de minimis administrative amendments in the ordinary course of business consistent with past practice that do not increase the cost or expense of maintaining, or increase the benefits payable under, such plan, program, policy or arrangements, (iii) increase the compensation, bonus, severance, termination pay or other benefits payable to any current, prospective or former employee, officer, director, independent contractor or consultant, (iv) pay, grant or award, or commit to pay, grant or award, any bonuses or incentive compensation, (v) accelerate the vesting of, or otherwise deviate from the terms provided in the applicable award agreement with respect to the vesting, payment, settlement or

exercisability of, any TCF Equity Awards or other equity-based awards or other compensation, (vi) enter into any collective bargaining agreement or similar agreement or arrangement, (vii) fund or provide any funding for any rabbi trust or similar arrangement, (viii) terminate the employment or services of any Section 16 officer or any employee of TCF or its Subsidiaries categorized at or above Job Level 8 (each, an “Identified Employee”) or any employee, independent contractor (who is a natural person) or consultant (who is a natural person) whose annual base salary or base fee is greater than \$175,000, in each case other than for cause, or (x) hire any Identified Employee or any employee, independent contractor (who is a natural person) or consultant (who is a natural person) whose annual base salary or base fee is greater than \$175,000;

(g) except for debt workouts in the ordinary course of business, settle any claim, suit, action or proceeding (i) in an amount and for consideration in excess of \$1,000,000 individually or \$2,000,000 in the aggregate (net of any insurance proceeds or indemnity, contribution or similar payments received by TCF or any of its Subsidiaries in respect thereof) or (ii) that would impose any material restriction on the business of TCF or its Subsidiaries or the Surviving Corporation or its Subsidiaries;

(h) take any action or knowingly fail to take any action where such action or failure to act could reasonably be expected to prevent the Merger from qualifying as a “reorganization” within the meaning of Section 368(a) of the Code;

(i) amend the TCF Articles, the TCF Bylaws, or comparable governing documents of its “Significant Subsidiaries” (as such term is defined in Rule 1-02 of Regulation S-X promulgated under the Exchange Act);

(j) merge or consolidate itself or any of its Significant Subsidiaries with any other person, or restructure, reorganize or completely or partially liquidate or dissolve it or any of its Significant Subsidiaries;

(k) materially restructure or materially change its investment securities or derivatives portfolio or its interest rate exposure, through purchases, sales or otherwise, or the manner in which the portfolio is classified or reported, except as may be required by GAAP or by applicable laws, regulations, guidelines or policies imposed by any Governmental Entity or requested by a Governmental Entity;

(l) implement or adopt any change in its accounting principles, practices or methods, other than as may be required by GAAP or by applicable laws, regulations, guidelines or policies imposed by any Governmental Entity;

(m) (i) enter into any material new line of business or change in any material respect its lending, investment, underwriting, risk and asset liability management and other banking and operating, hedging policies, 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 such policies or applicable law, regulation or policies imposed by any Governmental Entity or (ii) make any loans or extensions of credit or renewals thereof, except in the ordinary course of business

consistent with past practice and (A) in the case of any loan or extension of credit or renewal thereof with a risk rating of 4 or lower (as determined in the ordinary course of business consistent with past practice under TCF's and its Subsidiaries' lending policies in effect as of the date hereof), not in excess of \$50,000,000 and (B) in the case of any loan or extension of credit or renewal thereof with a risk rating of 5 or higher (as determined in the ordinary course of business consistent with past practice under TCF's and its Subsidiaries' lending policies in effect as of the date hereof), not in excess of \$35,000,000; provided, that any consent from Huntington sought pursuant to this clause (ii) shall not be unreasonably withheld; provided, further, that, if Huntington does not respond to any such request for consent within two (2) business days after the relevant loan package is provided to Huntington, such non-response shall be deemed to constitute consent pursuant to this clause (ii);

(n) make, or commit to make, any capital expenditures that exceed by more than five percent (5%) TCF's capital expenditure budget set forth in Section 5.2(n) of the TCF Disclosure Schedule;

(o) make, change or revoke any material Tax election, change an annual Tax accounting period, adopt or change any material Tax accounting method, file any amended material Tax Return, enter into any closing agreement with respect to Taxes, or settle any material Tax claim, audit, assessment or dispute or surrender any right to claim a refund of a material amount of Taxes;

(p) (i) make any application for the opening or relocation of, or open or relocate, any branch office, loan production office or other significant office or operations facility of TCF or its Subsidiaries, (ii) other than in consultation with Huntington, make any application for the closing of or close any branch or (iii) other than in consultation with Huntington, purchase any new real property (other than other real estate owned (OREO) properties in the ordinary course) in an amount in excess of \$750,000 for any individual property or enter into, amend or renew any material lease with respect to real property requiring aggregate payments under any individual lease in excess of \$250,000;

(q) knowingly take any action that is intended to or would reasonably be likely to adversely affect or materially delay the ability of TCF or its Subsidiaries to obtain any necessary approvals of any Governmental Entity required for the transactions contemplated hereby or by the Bank Merger Agreement or the Requisite TCF Vote or to perform its covenants and agreements under this Agreement or the Bank Merger Agreement or to consummate the transactions contemplated hereby or thereby; or

(r) 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.

5.3 Huntington 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 Huntington Disclosure Schedule, as expressly contemplated or permitted by this Agreement or as required by law (including the Pandemic Measures), Huntington shall not, and shall not

permit any of its Subsidiaries to, without the prior written consent of TCF (such consent not to be unreasonably withheld, conditioned or delayed):

(a) amend the Huntington Articles or the Huntington Bylaws in a manner that would materially and adversely affect the holders of TCF Common Stock, or adversely affect the holders of TCF Common Stock relative to other holders of Huntington Common Stock;

(b) adjust, split, combine or reclassify any capital stock of Huntington or make, declare or pay any extraordinary dividend on any capital stock of Huntington;

(c) incur any indebtedness for borrowed money (other than indebtedness of Huntington or any of its wholly owned Subsidiaries to Huntington or any of its Subsidiaries) that would reasonably be expected to prevent Huntington or its Subsidiaries from assuming TCF's or its Subsidiaries' outstanding indebtedness;

(d) sell, transfer, mortgage, encumber or otherwise dispose of any of its material properties or assets to any individual, corporation or other entity other than a wholly owned Subsidiary, in each case other than in the ordinary course of business or in a transaction that, together with such other transactions, is not reasonably likely to cause the Closing to be materially delayed or the receipt of the Requisite Regulatory Approvals to be prevented or materially delayed;

(e) make any material investment whether by purchase of stock or securities, contributions to capital, property transfers, merger or consolidation or formation of a joint venture or otherwise, in or of any property or assets of any other individual, corporation or other entity, other than a wholly owned Subsidiary of Huntington, except for transactions in the ordinary course of business or in a transaction that, together with such other transactions, is not reasonably likely to cause the Closing to be materially delayed or the receipt of the Requisite Regulatory Approvals to be prevented or materially delayed;

(f) merge or consolidate itself or any of its Significant Subsidiaries with any other person (i) where it or its Significant Subsidiary, as applicable, is not the surviving person or (ii) if the merger or consolidation is reasonably likely to cause the Closing to be materially delayed or the receipt of the Requisite Regulatory Approvals to be prevented or materially delayed, or restructure, reorganize or completely or partially liquidate or dissolve it or any of its Significant Subsidiaries;

(g) take any action or knowingly fail to take any action where such action or failure to act could reasonably be expected to prevent the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code;

(h) knowingly take any action that is intended to or would reasonably be likely to adversely affect or materially delay the ability of Huntington or its Subsidiaries to obtain any necessary approvals of any Governmental Entity required for the transactions contemplated hereby or by the Bank Merger Agreement or the Requisite Huntington Vote or to perform its covenants and agreements under this Agreement or the Bank Merger Agreement or to consummate the transactions contemplated hereby or thereby; or

(i) 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

6.1 Regulatory Matters.

(a) Huntington and TCF shall promptly prepare and file with the SEC the Joint Proxy Statement and Huntington shall promptly prepare and file with the SEC the S-4, in which the Joint Proxy Statement will be included as a prospectus. Huntington and TCF, as applicable, shall use reasonable best efforts to make such filings within forty-five (45) days of the date of this Agreement. The S-4 shall also, to the extent required under the Securities Act and the regulations promulgated thereunder, register the shares of New Huntington Preferred Stock (or depository shares in lieu thereof) that will be issued in the transaction. Each of Huntington and TCF shall use their reasonable best efforts to have the S-4 declared effective under the Securities Act as promptly as practicable after such filing and to keep the S-4 effective for so long as necessary to consummate the transactions contemplated by this Agreement, and Huntington and TCF shall thereafter mail or deliver the Joint Proxy Statement to their respective shareholders. Huntington shall also use its reasonable best efforts to obtain all necessary state securities law or “Blue Sky” permits and approvals required to carry out the transactions contemplated by this Agreement as promptly as practicable, and TCF shall furnish all information concerning TCF and the holders of TCF Common Stock as may be reasonably requested in connection with any such action.

(b) The parties hereto shall cooperate with each other and use their reasonable best efforts to promptly prepare and file all necessary documentation, to effect all applications, notices, petitions and filings (and in the case of the applications, notices, petitions and filings required to obtain the Requisite Regulatory Approvals, use their reasonable best efforts to make such filings within forty-five (45) days of the date of this Agreement), to obtain as promptly as practicable all permits, consents, approvals and authorizations of all third parties and Governmental Entities which are necessary or advisable to consummate the transactions contemplated by this Agreement (including the Merger and the Bank Merger), and to comply with the terms and conditions of all such permits, consents, approvals and authorizations of all such third parties and Governmental Entities. Huntington and TCF shall each use, and shall each cause their applicable Subsidiaries to use, reasonable best efforts to obtain each such Requisite Regulatory Approval and any approvals required for the Bank Merger as promptly as reasonably practicable. The parties shall cooperate with each other in connection therewith (including the furnishing of any information and any reasonable undertaking or commitments that may be required to obtain the Requisite Regulatory Approvals) and shall respond as promptly as practicable to the requests of Governmental Entities for documents and information. Huntington and TCF 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 TCF or Huntington, 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 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. Each party will provide the other with copies of any applications and all correspondence relating thereto prior to filing and with sufficient opportunity to comment, other than any portions of material filed in connection therewith that contain competitively sensitive business or other proprietary information or confidential supervisory information filed under a claim of confidentiality. The parties hereto agree that they will consult with each other with respect to the obtaining of all permits, consents, approvals and authorizations of all third parties 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 herein. Each party shall consult with the other in advance of any meeting or conference with any Governmental Entity in connection with the transactions contemplated by this Agreement and, to the extent permitted by such Governmental Entity, give the other party and/or its counsel the opportunity to attend and participate in such meetings and conferences; and 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 Governmental Entity which the other party does not attend or participate in, to the extent permitted by such Governmental Entity and applicable law.

(c) In furtherance and not in limitation of the foregoing, each of Huntington and TCF shall use its reasonable best efforts to (i) 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, and (ii) avoid or eliminate each and every impediment so as to enable the Closing to occur as soon as possible, including proposing, negotiating, committing to and effecting, by consent decree, hold separate order, or otherwise, the sale, divestiture or disposition of businesses or assets of Huntington, TCF and their respective Subsidiaries. Notwithstanding the foregoing, nothing contained herein shall be deemed to require Huntington or TCF or any of their respective Subsidiaries, and neither Huntington nor TCF nor any of their respective Subsidiaries shall be permitted (without the written consent of the other party), to take any action, or commit to take any action, or agree to any condition or restriction, in connection with the foregoing or obtaining any permits, consents, approvals and authorizations of Governmental Entities that would reasonably be likely to have a material adverse effect on the Surviving Corporation and its Subsidiaries, taken as a whole, after giving effect to the Merger (a “Materially Burdensome Regulatory Condition”).

(d) Huntington and TCF 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 Joint Proxy Statement, the S-4 or any other statement, filing, notice or application made by or on behalf of Huntington, TCF 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. Each of Huntington and TCF agrees, as to itself and its Subsidiaries, that none of the information supplied or to be supplied by it specifically for inclusion or incorporation by reference in (i) the S-4 will, at the time the S-4 and each amendment or supplement thereto, if any, is filed and becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make

the statements therein not misleading, (ii) the Joint Proxy Statement and any amendment or supplement thereto will, at the time of filing and the date of mailing to the respective shareholders of TCF or Huntington and at the time of the Huntington Meeting and the TCF Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which such statement was made, not misleading, and (iii) any applications, notices and filings required in order to obtain the Requisite Regulatory Approvals will, at the time each is filed, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. Each of Huntington and TCF further agrees that if it becomes aware that any information furnished by it would cause any of the statements in the S-4 or the Joint Proxy Statement to be false or misleading with respect to any material fact, or to omit to state any material fact necessary to make the statements therein not false or misleading, to promptly inform the other party thereof and to take appropriate steps to correct the S-4 or the Joint Proxy Statement.

(e) Huntington and TCF 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.

(f) Without limiting the generality of this Section 6.1, TCF shall, and shall cause its Subsidiaries to, reasonably cooperate with Huntington and its Subsidiaries (including the furnishing of information and by making employees reasonably available) as is reasonably requested by Huntington in order to comply with the requirements of the Comprehensive Capital Analysis and Review and Dodd-Frank Act Stress Testing programs.

6.2 Access to Information.

(a) Subject to Section 9.7, upon reasonable notice and subject to applicable laws (including the Pandemic Measures), each of Huntington and TCF, for the purposes of verifying the representations and warranties of the other and preparing for the Merger and the other matters contemplated by this Agreement, shall, and shall cause each of their respective Subsidiaries to, afford to the officers, employees, accountants, counsel, advisors and other representatives of the other party, access, during normal business hours during the period prior to the Effective Time, to all its properties, books, contracts, personnel, information technology systems, and records, and each shall reasonably cooperate with the other party in preparing to execute after the Effective Time the conversion or consolidation of systems and business operations generally (including by entering into customary confidentiality, non-disclosure and similar agreements with such service providers and/or the other party), and, during such period, during normal business hours and in a manner so as not to interfere with normal business operations, each of Huntington and TCF shall, and shall cause its respective Subsidiaries to, make available to the other party such information concerning its business, properties and personnel as such party may reasonably request. Each party shall use commercially reasonable efforts to minimize any interference with the other party's regular business operations during any such access. Neither Huntington nor TCF nor any of their respective Subsidiaries shall be required to provide access to or to disclose information where such access or disclosure would

violate or prejudice the rights of Huntington's or TCF's, as the case may be, 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 or to the extent that TCF or Huntington, as the case may be, reasonably determines, in light of the Pandemic or the Pandemic Measures that such access would jeopardize the health and safety of any of its employees. The parties hereto will make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply.

(b) Each of Huntington and TCF shall hold all information furnished by or on behalf of the other party or any of such party's 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 agreement, dated November 20, 2020, between Huntington and TCF (the "Confidentiality Agreement").

(c) No investigation by either of the parties or their respective representatives shall affect or be deemed to modify or waive the representations and warranties of the other set forth herein. Nothing contained in this Agreement shall give either party, 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.

6.3 TCF Shareholder Approval.

(a) TCF shall take, in accordance with applicable law and the TCF Articles and TCF Bylaws, all actions necessary to convene a meeting of its shareholders (the "TCF Meeting") to be held as soon as reasonably practicable after the S-4 is declared effective for the purpose of obtaining the Requisite TCF Vote required in connection with this Agreement and the Merger. Except in the case of a TCF Adverse Recommendation Change, the Board of Directors of TCF shall use its reasonable best efforts to obtain from the shareholders of TCF the Requisite TCF Vote, including by communicating to its shareholders its recommendation (and including such recommendation in the Joint Proxy Statement) that they approve this Agreement and the transactions contemplated hereby (the "TCF Board Recommendation") and shall not make a TCF Adverse Recommendation Change except in accordance with this Section 6.3. TCF shall engage a proxy solicitor reasonably acceptable to Huntington to assist in the solicitation of proxies from shareholders relating to the Requisite TCF Vote. However, subject to Section 8.1 and Section 8.2, if the Board of Directors of TCF, after receiving the advice of its outside counsel and, with respect to financial matters, its financial advisors, determines in good faith that it would more likely than not result in a violation of its fiduciary duties under applicable law to continue to recommend this Agreement and the Merger, then, prior to the receipt of the Requisite TCF Vote, in submitting this Agreement and the Merger to its shareholders, the Board of Directors of TCF may withhold or withdraw or modify or qualify in a manner adverse to Huntington the TCF Board Recommendation or may submit this Agreement and the Merger to its shareholders without recommendation (each, a "TCF Adverse Recommendation Change") (although the resolutions approving this Agreement as of the date hereof may not be rescinded or

amended), in which event the Board of Directors of TCF may communicate the basis for its TCF Adverse Recommendation Change to its shareholders in the Joint Proxy Statement or an appropriate amendment or supplement thereto; provided, that the Board of Directors of TCF may not take any actions under this sentence unless (i) it gives Huntington at least three (3) business days' prior written notice of its intention to take such action and a reasonable description of the event or circumstances giving rise to its determination to take such action (including, in the event such action is taken by the Board of Directors of TCF in response to a TCF Acquisition Proposal, the latest material terms and conditions and the identity of the third party in any such TCF Acquisition Proposal, or any amendment or modification thereof, or describe in reasonable detail such other event or circumstances) and (ii) at the end of such notice period, the Board of Directors of TCF takes into account any amendment or modification to this Agreement proposed by Huntington and after receiving the advice of its outside counsel and, with respect to financial matters, its financial advisors, determines in good faith that it would nevertheless more likely than not result in a violation of its fiduciary duties under applicable law to continue to recommend this Agreement and the Merger. Any material amendment to any TCF Acquisition Proposal will be deemed to be a new TCF Acquisition Proposal for purposes of this Section 6.3 and will require a new notice period as referred to in this Section 6.3.

(b) Except in the case of a TCF Adverse Recommendation Change, TCF shall adjourn or postpone the TCF Meeting, if, as of the time for which such meeting is originally scheduled, there are insufficient shares of TCF Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of such meeting, or if on the date of such meeting, TCF has not received proxies representing a sufficient number of shares necessary to obtain the Requisite TCF Vote. Notwithstanding anything to the contrary herein, unless this Agreement has been terminated in accordance with its terms, the TCF Meeting shall be convened and this Agreement and the Merger shall be submitted to the shareholders of TCF at the TCF Meeting, for the purpose of voting on the approval of this Agreement and the Merger and the other matters contemplated hereby, and nothing contained herein shall be deemed to relieve TCF of such obligation. TCF shall only be required to adjourn or postpone the TCF Meeting two (2) times pursuant to the first sentence of this Section 6.3(b).

6.4 Huntington Shareholder Approval.

(a) Huntington shall take, in accordance with applicable law and the Huntington Articles and Huntington Bylaws, all actions necessary to convene a meeting of its shareholders (the "Huntington Meeting") to be held as soon as reasonably practicable after the S-4 is declared effective for the purpose of obtaining the Requisite Huntington Vote required in connection with this Agreement and the Merger. Except in the case of a Huntington Adverse Recommendation Change, the Board of Directors of Huntington shall use its reasonable best efforts to obtain from the shareholders of Huntington the Requisite Huntington Vote, including by communicating to its shareholders its recommendation (and including such recommendation in the Joint Proxy Statement) that they approve the Merger and the Huntington Charter Amendment (the "Huntington Board Recommendation") and shall not make a Huntington Adverse Recommendation Change except in accordance with this Section 6.4. Huntington shall engage a proxy solicitor reasonably acceptable to TCF to assist in the solicitation of proxies from shareholders relating to the Requisite Huntington Vote. However, subject to Section 8.1 and Section 8.2, if the Board of Directors of Huntington, after receiving the advice of its outside

counsel and, with respect to financial matters, its financial advisors, determines in good faith that it would more likely than not result in a violation of its fiduciary duties under applicable law to continue to recommend this Agreement and the Merger, then, prior to the receipt of the Requisite Huntington Vote, in submitting this Agreement and the Merger to its shareholders, the Board of Directors of Huntington may withhold or withdraw or modify or qualify in a manner adverse to TCF the Huntington Board Recommendation or may submit this Agreement and the Merger to its shareholders without recommendation (each, a “Huntington Adverse Recommendation Change”) (although the resolutions approving this Agreement as of the date hereof may not be rescinded or amended), in which event the Board of Directors of Huntington may communicate the basis for its Huntington Adverse Recommendation Change to its shareholders in the Joint Proxy Statement or an appropriate amendment or supplement thereto; provided, that the Board of Directors of Huntington may not take any actions under this sentence unless (i) it gives TCF at least three (3) business days’ prior written notice of its intention to take such action and a reasonable description of the event or circumstances giving rise to its determination to take such action and (ii) at the end of such notice period, the Board of Directors of Huntington takes into account any amendment or modification to this Agreement proposed by TCF and after receiving the advice of its outside counsel and, with respect to financial matters, its financial advisors, determines in good faith that it would nevertheless more likely than not result in a violation of its fiduciary duties under applicable law to continue to recommend this Agreement and the Merger.

(b) Except in the case of a Huntington Adverse Recommendation Change, Huntington shall adjourn or postpone the Huntington Meeting, if, as of the time for which such meeting is originally scheduled, there are insufficient shares of Huntington Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of such meeting, or if on the date of such meeting, Huntington has not received proxies representing a sufficient number of shares necessary to obtain the Requisite Huntington Vote. Notwithstanding anything to the contrary herein, unless this Agreement has been terminated in accordance with its terms, the Huntington Meeting shall be convened and this Agreement and the Merger shall be submitted to the shareholders of Huntington at the Huntington Meeting, for the purpose of voting on the approval of the Merger and the other matters contemplated hereby, and nothing contained herein shall be deemed to relieve Huntington of such obligation. Huntington shall only be required to adjourn or postpone the Huntington Meeting two (2) times pursuant to the first sentence of this Section 6.4(b). Each of TCF and Huntington shall use its reasonable best efforts to cause the TCF Meeting and the Huntington Meeting to occur as soon as reasonably practicable and on the same date.

6.5 Legal Conditions to Merger. Subject in all respects to Section 6.1 of this Agreement, each of Huntington and TCF shall, and shall cause its Subsidiaries to, use their reasonable best efforts, in each case as promptly as practicable, (a) to take, or cause to be taken, all actions necessary, proper or advisable to comply promptly with all legal and regulatory 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 Governmental Entity and any other third party that is required to be obtained by TCF or Huntington or any of their respective Subsidiaries in connection with the Merger, the Bank Merger and the other transactions contemplated by this Agreement.

6.6 Stock Exchange Listing. Huntington shall cause the shares of Huntington Common Stock and New Huntington Preferred Stock (or depositary shares in respect thereof) to be issued in the Merger to be approved for listing on the NASDAQ, subject to official notice of issuance, prior to the Effective Time.

6.7 Employee Matters.

(a) Huntington shall provide the employees of TCF and its Subsidiaries as of the Effective Time (the “Continuing Employees”), during the periods specified below for so long as they are employed following the Effective Time, with the following: (i) during the period commencing at the Effective Time and ending on the first anniversary thereof, annual base salary or wages, as applicable, that are no less than the annual base salary or wages in effect for each such Continuing Employee immediately prior to the Effective Time, (ii) during the period commencing at the Effective Time and ending on December 31, 2021, (A) target incentive opportunities (excluding equity-based awards but including any annual or short term cash incentive) that are no less favorable than those provided to each such Continuing Employee immediately prior to the Effective Time, and (B) employee benefits (other than severance) that are substantially comparable in the aggregate to those provided to such Continuing Employees immediately prior to the Effective Time; and (iii) during the period commencing on January 1, 2022 and ending on the first anniversary of the Effective Time, (A) target incentive opportunities (including equity-based awards) that are substantially comparable in the aggregate to those provided to similarly situated employees of Huntington and its Subsidiaries, and (B) employee benefits (other than severance) that are substantially comparable in the aggregate to those provided to similarly situated employees of Huntington and its Subsidiaries (excluding any frozen benefit plans of Huntington and its Subsidiaries or benefit plans that exclusively provide benefits to grandfathered employees of Huntington and its Subsidiaries); provided, that until such time as Huntington fully integrates the Continuing Employees into its plans, participation in the TCF Benefit Plans shall be deemed to satisfy the foregoing standards, it being understood that the Continuing Employees may commence participating in the plans of Huntington and its Subsidiaries on different dates following the Effective Time with respect to different benefit plans. For a period beginning at the Effective Time and continuing through the first anniversary thereof, each Continuing Employee who is not party to an individual agreement providing for severance or termination benefits and is terminated under severance qualifying circumstances shall be eligible to receive severance benefits as set forth on Section 6.7(a) of the TCF Disclosure Schedule, subject to such employee’s execution (and non-revocation) of a release of claims.

(b) With respect to any employee benefit plans of Huntington or its Subsidiaries in which any Continuing Employees become eligible to participate on or after the Effective Time (the “New Plans”), Huntington and its Subsidiaries shall: (i) waive all pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to such employees and their eligible dependents under any New Plans, except to the extent such pre-existing conditions, exclusions or waiting periods would apply under the analogous TCF Benefit Plan, (ii) use commercially reasonable efforts to provide each such employee and their eligible dependents with credit for any co-payments or coinsurance and deductibles paid prior to the Effective Time under a TCF Benefit Plan that provides health care benefits (including medical, dental and vision), to the same extent that such credit was given

under the analogous TCF Benefit Plan prior to the Effective Time, in satisfying any applicable deductible, co-payment, coinsurance or maximum out-of-pocket requirements under any New Plans, and (iii) use commercially reasonable efforts to recognize all service of such employees with TCF and its Subsidiaries for all purposes in any New Plan to the same extent that such service was taken into account under the analogous TCF Benefit Plan prior to the Effective Time; 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 service, (B) for purposes of any defined benefit pension plan, (C) for purposes of any benefit plan that is a frozen plan or provides grandfathered benefits, or (D) for purposes of any equity incentive awards granted by Huntington.

(c) Effective as of the Effective Time, Huntington agrees to assume and honor all TCF Benefit Plans in accordance with their terms as of the date hereof, it being understood that this sentence shall not be construed to limit the ability of Huntington or any of its Subsidiaries or affiliates to amend or terminate any TCF Benefit Plan to the extent that such amendment or termination is permitted by the terms of the applicable plan. Huntington and TCF shall take the actions necessary to implement the commitments set forth in Section 6.7(c) of the Huntington Disclosure Schedule.

(d) If requested by Huntington in writing at least twenty (20) business days prior to the Effective Time, TCF shall cause any 401(k) plan sponsored or maintained by TCF (the “TCF 401(k) Plan”) to be terminated effective as of the day immediately prior to the Effective Time and contingent upon the occurrence of the Closing. In the event that Huntington requests that any TCF 401(k) Plan be terminated, the Continuing Employees shall be eligible to participate, effective as of the Effective Time, in a 401(k) plan sponsored or maintained by Huntington or one of its Subsidiaries (a “Huntington 401(k) Plan”). TCF and Huntington shall take any and all actions as may be required, including amendments to the TCF 401(k) Plan and/or Huntington 401(k) Plan to permit the Continuing Employees who are then actively employed to make rollover contributions to the Huntington 401(k) Plan of “eligible rollover distributions” (with the meaning of Section 401(a)(31) of the Code) in the form of cash, notes (in the case of loans) or a combination thereof. TCF shall provide Huntington with evidence that the TCF 401(k) Plan has been terminated or amended, as applicable, in accordance with this Section 6.7(d); provided, that prior to amending or terminating the TCF 401(k) Plan, TCF shall provide the form and substance of any applicable resolutions or amendments to Huntington for review and approval (which approval shall not be unreasonably withheld, conditioned or delayed).

(e) On and after the date hereof, any broad-based employee notices or communication materials (including any website posting) to be provided or communicated by TCF with respect to employment, compensation or benefits matters addressed in this Agreement or related, directly or indirectly, to the transactions contemplated by this Agreement shall be subject to the prior prompt review and comment of Huntington, and TCF shall consider in good faith revising such notice or communication to reflect any comments or advice that Huntington timely provides.

(f) Nothing in this Agreement shall confer upon any employee, officer, director or consultant of TCF or any of its Subsidiaries or affiliates any right to continue in the employ or service of the Surviving Corporation, TCF, Huntington, or any Subsidiary or affiliate

thereof, or shall interfere with or restrict in any way the rights of the Surviving Corporation, TCF, Huntington or any Subsidiary or affiliate thereof to discharge or terminate the services of any employee, officer, director or consultant of TCF 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 TCF Benefit Plan, New Plan or any other benefit or employment plan, program, agreement or arrangement, or (ii) alter or limit the ability of the Huntington or any of its Subsidiaries or affiliates to amend, modify or terminate any particular TCF Benefit Plan, New Plan or any other benefit or employment plan, program, agreement or arrangement after the Effective Time. Without limiting the generality of Section 9.12, nothing in this Agreement, express or implied, is intended to or shall confer upon any person, including any current or former employee, officer, director or consultant of TCF or any of its Subsidiaries or affiliates, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.8 Indemnification; Directors' and Officers' Insurance.

(a) From and after the Effective Time, the Surviving Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law, each present and former director, officer or employee of TCF and its Subsidiaries (in each case, when acting in such capacity) (collectively, the "TCF 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 in whole or in part out of, or pertaining to, the fact that such person is or was a director, officer or employee of TCF or any of its Subsidiaries or is or was serving at the request of TCF 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, and the Surviving Corporation shall also advance expenses as incurred by the TCF Indemnified Party to the fullest extent permitted by applicable law; provided, that in the case of advancement of expenses the TCF Indemnified Party to whom expenses are advanced provides an undertaking (in a reasonable and customary form) to repay such advances if it is ultimately determined that such TCF Indemnified Party is not entitled to indemnification.

(b) For a period of six (6) years after the Effective Time, the Surviving Corporation shall maintain in effect the current policies of directors' and officers' liability insurance maintained by TCF (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 which are no less advantageous to the insured) with respect to claims against the present and former officers and directors of TCF or any of its Subsidiaries arising from facts or events which occurred at or before the Effective Time (including 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 TCF 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

that, in its good faith determination, provide the maximum coverage available at an annual premium equal to the Premium Cap. In lieu of the foregoing, TCF, in consultation with, but only upon the consent of Huntington, may (and at the request of Huntington, TCF shall use its reasonable best efforts to) obtain at or prior to the Effective Time a six-year “tail” policy under TCF’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. If TCF purchases such a tail policy, the Surviving Corporation shall maintain such tail policy in full force and effect and continue to honor its obligations thereunder.

(c) The provisions of this Section 6.8 shall survive the Effective Time and are intended to be for the benefit of, and shall be enforceable by, each TCF 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 of 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 6.8.

(d) The obligations of the Surviving Corporation, Huntington and TCF under this Section 6.8 shall not be terminated or modified in a manner so as to adversely affect any TCF Indemnified Party or any other person entitled to the benefit of this Section 6.8 without the prior written consent of the affected person.

6.9 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 or to vest Huntington or the Surviving Corporation with full title to all properties, assets, rights, approvals, immunities and franchises of any of the parties to the Merger, the then current officers and directors of each party to this Agreement and their respective Subsidiaries shall take, or cause to be taken, all such necessary action as may be reasonably requested by the other party, at the expense of the party who makes any such request.

6.10 Advice of Changes. Huntington and TCF shall each promptly advise the other party of any effect, change, event, circumstance, condition, occurrence or development known to it (i) that has had or is reasonably likely to have a Material Adverse Effect on it or (ii) which it believes would or would be reasonably likely to cause or constitute a material breach of any of its representations, warranties or covenants contained herein 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 6.10 or the failure of any condition set forth in Section 7.2 or 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 7.3 to be satisfied; and provided, further, that the delivery of any notice pursuant to this Section 6.10 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.

6.11 Dividends. After the date of this Agreement, each of Huntington and TCF shall coordinate with the other the declaration of any dividends in respect of Huntington Common Stock and TCF Common Stock and the record dates and payment dates relating thereto, it being the intention of the parties hereto that holders of TCF Common Stock shall not receive two dividends, or fail to receive one dividend, in any quarter with respect to their shares of TCF Common Stock and any shares of Huntington Common Stock any such holder receives in exchange therefor in the Merger.

6.12 Corporate Governance; Foundation.

(a) Huntington shall take all appropriate action so that, as of the Effective Time, the number of directors constituting the Board of Directors of Huntington shall be increased by five (5) for a total of eighteen (18) directors, and five (5) current directors of TCF shall be appointed to the Board of Directors of Huntington (the “TCF Directors”). Each of the TCF Directors shall be designated by TCF, subject to the approval of the Board of Directors of Huntington (not to be unreasonably withheld). One TCF Director shall not stand for re-election to the Huntington Board of Directors at Huntington’s 2022 annual meeting of shareholders. In addition, as of the effective time of the Bank Merger, Gary Torgow shall be appointed as Chairman of the Board of Directors of The Huntington National Bank. Following the Effective Time, the meetings of the Board of Directors of Huntington and, following the effective time of the Bank Merger, the Board of Directors of The Huntington National Bank shall rotate between (i) Columbus and (ii) Detroit / Minneapolis.

(b) The Surviving Corporation and its Subsidiaries shall have dual headquarters for banking operations in Columbus, Ohio, and Detroit, Michigan, with the headquarters of the consumer banking operations of the Surviving Corporation and its Subsidiaries being located in Columbus, Ohio and the headquarters of the commercial banking operations of the Surviving Corporation and its Subsidiaries being located in Detroit, Michigan. Notwithstanding the foregoing, the headquarters of the Surviving Corporation and the main office of The Huntington National Bank shall be located in Columbus, Ohio. Huntington and TCF (A) agree that it is the intention of the Surviving Corporation to increase total employment in the planned TCF headquarters building located at the corner of Woodward and Elizabeth Streets in Detroit, Michigan to at least eight hundred (800) employees and (B) recognize the continued importance of Minneapolis, Midland and Chicago to the Surviving Corporation and its Subsidiaries.

(c) At or prior to the Closing, Huntington shall contribute \$50 million to establish a new Huntington Donor Advised Fund at the Community Foundation for Southeast Michigan (the “Foundation”), dedicated to supporting primarily any markets in which Huntington operates. TCF’s current Executive Chairman and TCF’s current Chief Executive Officer shall recommend and allocate such funds in a manner generally consistent with Huntington’s recommended charitable giving guidelines as set forth on Section 6.12(c) of the Huntington Disclosure Schedule, and shall periodically report to Huntington regarding the activities, contributions and grants made by the Foundation. TCF’s current Executive Chairman and TCF’s current Chief Executive Officer may fully distribute the Foundation’s funds over a seven (7) year period from the Closing Date (and shall not fully distribute such funds prior to the end of such period). For the avoidance of doubt, the foregoing rights of TCF’s current Executive

Chairman and TCF's current Chief Executive Officer with respect to the Foundation shall be personal to such individuals and shall not vest or create any rights in any of their successors, heirs or representatives.

6.13 Acquisition Proposals.

(a) TCF shall not, and shall cause its Subsidiaries and use its reasonable best efforts to cause its and their officers, directors, agents, advisors and representatives (collectively, "Representatives") not to, directly or indirectly, (i) initiate, solicit, knowingly encourage or knowingly facilitate any inquiries or proposals with respect to, (ii) engage or participate in any negotiations with any person concerning or (iii) provide any confidential or nonpublic information or data to, or have or participate in any discussions with, any person relating to, any TCF Acquisition Proposal, except to notify a person that has made or, to the knowledge of TCF, is making any inquiries with respect to, or is considering making, a TCF Acquisition Proposal of the existence of the provisions of this Section 6.13(a); provided, that, prior to the receipt of the Requisite TCF Vote, in the event TCF receives an unsolicited *bona fide* written TCF Acquisition Proposal, it may, and may permit its Subsidiaries and its and its Subsidiaries' Representatives to, furnish or cause to be furnished nonpublic information or data and participate in such negotiations or discussions to the extent that its Board of Directors 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 more likely than not to result in a violation of its fiduciary duties under applicable law; provided, further, that, prior to or concurrently with providing any nonpublic information permitted to be provided pursuant to the foregoing proviso, TCF shall have provided such information to Huntington, and shall have entered into a confidentiality agreement with such third party on terms no less favorable to it than the Confidentiality Agreement, which confidentiality agreement shall not provide such person with any exclusive right to negotiate with TCF. TCF will, and will use its reasonable best efforts to 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 Huntington with respect to any TCF Acquisition Proposal. TCF will promptly (and in any event within one (1) business day) advise Huntington following receipt of any TCF Acquisition Proposal or any inquiry which could reasonably be expected to lead to a TCF Acquisition Proposal, and the substance thereof (including the material terms and conditions of and the identity of the person making such inquiry or TCF Acquisition Proposal) and will keep Huntington reasonably 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 TCF Acquisition Proposal. TCF shall use its reasonable best efforts, subject to applicable law and the fiduciary duties of the Board of Directors of TCF, 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. During the term of this Agreement, TCF shall not, and shall cause its Subsidiaries and its and their Representatives not to on its behalf, enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement or other similar agreement (other than a confidentiality agreement referred to and entered into in accordance with this Section 6.13(a)) relating to any TCF Acquisition Proposal. As used in this Agreement, "TCF Acquisition Proposal" shall mean, other than the transactions contemplated by this Agreement, any offer, inquiry or proposal relating to, or any third party indication of interest in, (i) any acquisition or purchase, direct or indirect, of 25% or more of the consolidated assets of

TCF and its Subsidiaries or 25% or more of any class of equity or voting securities of TCF or its Subsidiaries whose assets, individually or in the aggregate, constitute 25% or more of the consolidated assets of TCF, (ii) any tender offer or exchange offer that, if consummated, would result in such third party beneficially owning 25% or more of any class of equity or voting securities of TCF or its Subsidiaries whose assets, individually or in the aggregate, constitute 25% or more of the consolidated assets of TCF, or (iii) a merger, consolidation, share exchange or other business combination, reorganization or similar transaction involving TCF or its Subsidiaries whose assets, individually or in the aggregate, constitute 25% or more of the consolidated assets of TCF.

(b) Nothing contained in this Agreement shall prevent either party or its Board of Directors from complying with Rule 14d-9 and Rule 14e-2 under the Exchange Act with respect to a TCF Acquisition Proposal or Huntington Acquisition Proposal or from making any legally required disclosure to such party's shareholders; provided, that such Rules and disclosures will in no way eliminate or modify the effect that any action pursuant to such Rules or any such disclosures would otherwise have under this Agreement.

6.14 Public Announcements. TCF and Huntington shall each use their reasonable best efforts (a) to develop a joint communications plan, (b) to ensure that all press releases and other public statements with respect to the transactions contemplated hereby shall be consistent with such joint communications plan, and (c) except in respect of (i) any announcement required by applicable law or regulation, or a request by a Governmental Entity, (ii) communications that are substantially similar to communications previously approved pursuant to this Section 6.14, (iii) communications permitted by Section 6.3 or Section 6.4 or (iv) an obligation pursuant to any listing agreement with or rules of any securities exchange, TCF and Huntington agree to consult with each other and to obtain the advance approval of the other party (which approval shall not be unreasonably withheld, conditioned or delayed) before issuing any press release or, to the extent practical, otherwise making any public statement with respect to this Agreement or the transactions contemplated hereby.

6.15 Change of Method. Huntington may at any time change the method of effecting the Merger if and to the extent requested by Huntington, and TCF agrees to enter into such amendments to this Agreement as Huntington may reasonably request in order to give effect to such restructuring; provided, however, that no such change or amendment shall (i) alter or change the amount or kind of the Merger Consideration provided for in this Agreement, (ii) adversely affect the Tax treatment of the Merger with respect to TCF's shareholders or (iii) be reasonably likely to cause the Closing to be materially delayed or the receipt of the Requisite Regulatory Approvals to be prevented or materially delayed.

6.16 Restructuring Efforts. If either TCF or Huntington shall have failed to obtain the Requisite TCF Vote or the Requisite Huntington Vote at the duly convened TCF Meeting or Huntington Meeting, as applicable, or any adjournment or postponement thereof, each of the parties shall in good faith use its reasonable best efforts to negotiate a restructuring of the transactions contemplated by this Agreement (provided, however, that no party shall have any obligation to agree to (i) alter or change any material term of this Agreement, including the amount or kind of the Merger Consideration, in a manner adverse to such party or its shareholders or (ii) adversely affect the Tax treatment of the Merger with respect to such party or

its shareholders) and/or resubmit this Agreement and the transactions contemplated hereby (or as restructured pursuant to this Section 6.16) to its shareholders for approval.

6.17 Takeover Restrictions. Neither TCF nor Huntington shall take any action that would cause any Takeover Restriction to become applicable to this Agreement, the Merger, or any of the other transactions contemplated hereby, and each of Huntington and TCF shall take all necessary steps to exempt (or ensure the continued exemption of) the Merger and the other transactions contemplated hereby from any applicable Takeover Restriction now or hereafter in effect. If any Takeover Restriction may become, or may purport to be, applicable to the transactions contemplated hereby, each of Huntington and TCF will grant such approvals and take such actions 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 Restriction on any of the transactions contemplated by this Agreement, including, if necessary, challenging the validity or applicability of any such Takeover Restriction.

6.18 Exemption from Liability Under Section 16(b). TCF and Huntington agree that, in order to most effectively compensate and retain those officers and directors of TCF subject to the reporting requirements of Section 16(a) of the Exchange Act (the “TCF Insiders”), both prior to and after the Effective Time, it is desirable that TCF Insiders not be subject to a risk of liability under Section 16(b) of the Exchange Act to the fullest extent permitted by applicable law in connection with the conversion of shares of TCF Common Stock, TCF Preferred Stock and TCF Equity Awards in the Merger, and for that compensatory and retentive purpose agree to the provisions of this Section 6.18. The Boards of Directors of Huntington and of TCF, or a committee of non-employee directors thereof (as such term is defined for purposes of Rule 16b-3(d) under the Exchange Act), shall prior to the Effective Time, take all such steps as may be necessary or appropriate to cause (x) in the case of TCF, any dispositions of TCF Common Stock, TCF Preferred Stock or TCF Equity Awards by TCF Insiders and (y) in the case of Huntington, any acquisitions of Huntington Common Stock, New Huntington Preferred Stock or equity awards of Huntington into which the TCF Equity awards are converted by any TCF Insiders who, immediately following the Merger, will be officers or directors of Huntington subject to the reporting requirements of Section 16(a) of the Exchange Act, in each case pursuant to the transactions contemplated by this Agreement, to be exempt from liability pursuant to Rule 16b-3 under the Exchange Act to the fullest extent permitted by applicable law.

6.19 Litigation and Claims. Each of Huntington and TCF shall, to the extent permitted under applicable law and regulation, promptly notify the other party in writing of any action, arbitration, audit, hearing, investigation, litigation, suit, subpoena or summons issued, commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity or arbitrator pending or, to the knowledge of Huntington or TCF, as applicable, threatened against Huntington, TCF or any of their respective Subsidiaries that (a) questions or would reasonably be expected to question the validity of this Agreement, the Bank Merger Agreement or the other agreements contemplated hereby or thereby or any actions taken or to be taken by Huntington, TCF, or their respective Subsidiaries with respect hereto or thereto, or (b) seeks to enjoin or otherwise restrain the transactions contemplated hereby or thereby. TCF shall give Huntington the opportunity to participate at its own expense in the defense or settlement of any shareholder litigation against TCF and/or its directors or affiliates relating to

the transactions contemplated by this Agreement, and no such settlement shall be agreed without Huntington's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

6.20 Assumption of TCF Debt. Effective at the Effective Time (or at the effective time of the Bank Merger for any debt of TCF National Bank), Huntington or The Huntington National Bank, as applicable, shall, to the extent permitted thereunder and required thereby, assume the due and punctual performance and observance of the covenants to be performed by TCF or TCF National Bank pursuant to the definitive documents governing the short-term and long-term borrowings set forth on Section 6.20 of the TCF Disclosure Schedule, and the due and punctual payment of the principal of such borrowings (and premium, if any) and interest thereon. In connection therewith, (i) Huntington and TCF shall, and shall cause The Huntington National Bank and TCF National Bank respectively to, cooperate and use reasonable best efforts to execute and deliver any supplemental indentures, if applicable, and (ii) TCF shall, and shall cause TCF National Bank to, use reasonable best efforts to execute and deliver any officer's certificates or other documents, and to provide any opinions of counsel to the trustee thereof, in each case, required to make such assumption effective as of the Effective Time or the effective time of the Bank Merger, as applicable.

ARTICLE VII

CONDITIONS PRECEDENT

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. (i) This Agreement shall have been approved by the shareholders of TCF by the Requisite TCF Vote and (ii) the Merger and the Huntington Charter Amendment shall have been approved by the shareholders of Huntington by the Requisite Huntington Vote.

(b) Stock Exchange Listing. The shares of Huntington Common Stock and New Huntington Preferred Stock (or depositary shares in respect thereof) that shall be issuable pursuant to this Agreement shall have been authorized for listing on the NASDAQ, in each case subject to official notice of issuance.

(c) S-4. The S-4 shall have become effective under the Securities Act and no stop order suspending the effectiveness of the S-4 shall have been issued and no proceedings for that purpose shall have been initiated or threatened by the SEC and not withdrawn.

(d) 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 Merger, the Bank Merger 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 Merger, the Bank Merger or any of the other transactions contemplated by this Agreement.

(e) Regulatory Approvals. (i) All regulatory authorizations, consents, orders or approvals (x) from the Federal Reserve Board and the OCC and (y) set forth in Sections 3.4 and 4.4 which are necessary to consummate the transactions contemplated by this Agreement, including the Merger and the Bank Merger, or those the failure of which to be obtained would reasonably be likely to have, individually or in the aggregate, a Material Adverse Effect on Huntington or the Surviving Corporation, shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired (such approvals and the expiration of such waiting periods being referred to herein as the “Requisite Regulatory Approvals”) and (ii) no such Requisite Regulatory Approval shall have resulted in the imposition of any Materially Burdensome Regulatory Condition.

7.2 Conditions to Obligations of Huntington. The obligation of Huntington to effect the Merger is also subject to the satisfaction, or waiver by Huntington, at or prior to the Effective Time, of the following conditions:

(a) Representations and Warranties. The representations and warranties of TCF set forth in (i) Sections 3.2(a) and 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 (ii) Sections 3.1(a), 3.1(b) (with respect to TCF National Bank only), 3.2(c) (with respect to TCF National Bank only) and 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 TCF 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 reasonably be likely to have a Material Adverse Effect on TCF or the Surviving Corporation. Huntington shall have received a certificate signed on behalf of TCF by the Chief Executive Officer or the Chief Financial Officer of TCF to the foregoing effect.

(b) Performance of Obligations of TCF. TCF 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 Huntington shall have received a certificate

signed on behalf of TCF by the Chief Executive Officer or the Chief Financial Officer of TCF to such effect.

(c) Federal Tax Opinion. Huntington shall have received the opinion of Wachtell, Lipton, Rosen & Katz, in form and substance reasonably satisfactory to Huntington, dated as of the Closing Date, to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the Merger will qualify as a “reorganization” within the meaning of Section 368(a) of the Code. In rendering such opinion, counsel may require and rely upon representations contained in certificates of officers of Huntington and TCF reasonably satisfactory in form and substance to such counsel.

7.3 Conditions to Obligations of TCF. The obligation of TCF to effect the Merger is also subject to the satisfaction or waiver by TCF at or prior to the Effective Time of the following conditions:

(a) Representations and Warranties. The representations and warranties of Huntington set forth in (i) Sections 4.2(a) and 4.8(a) (in each case, after giving effect to the lead-in to Article IV) shall be true and correct (other than, in the case of Section 4.2(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 (ii) Sections 4.1(a), 4.1(b) (with respect to The Huntington National Bank only), 4.2(c) (with respect to The Huntington National Bank only) and 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 Huntington 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 reasonably be likely to have a Material Adverse Effect on Huntington. TCF shall have received a certificate signed on behalf of Huntington by the Chief Executive Officer or the Chief Financial Officer of Huntington to the foregoing effect.

(b) Performance of Obligations of Huntington. Huntington 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 TCF shall have received a certificate signed on behalf of Huntington by the Chief Executive Officer or the Chief Financial Officer of Huntington to such effect.

(c) Federal Tax Opinion. TCF shall have received the opinion of Simpson Thacher & Bartlett LLP, in form and substance reasonably satisfactory to TCF, dated as of the Closing Date, to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the Merger will qualify as a “reorganization” within the meaning of Section 368(a) of the Code. In rendering such opinion, counsel may require and rely upon representations contained in certificates of officers of Huntington and TCF reasonably satisfactory in form and substance to such counsel.

ARTICLE VIII

TERMINATION AND AMENDMENT

8.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after receipt of the Requisite TCF Vote or the Requisite Huntington Vote:

(a) by mutual consent of Huntington and TCF in a written instrument;

(b) by either Huntington or TCF if any Governmental Entity that must grant a Requisite Regulatory Approval has denied approval of the 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 nonappealable order, injunction or decree permanently enjoining or otherwise prohibiting or making illegal the consummation of the 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 Huntington or TCF if the Merger shall not have been consummated on or before the first 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;

(d) by either Huntington or TCF (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 TCF, in the case of a termination by Huntington, or Huntington, in the case of a termination by TCF, 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 Huntington, or Section 7.3, in the case of a termination by TCF, and which is not cured by the earlier of the Termination Date and 45 days following written notice to TCF, in the case of a termination by Huntington, or Huntington, in the case of a termination by TCF, or by its nature or timing cannot be cured during such period;

(e) by Huntington, prior to such time as the Requisite TCF Vote is obtained, if TCF or the Board of Directors of TCF (i) withholds, withdraws, modifies or qualifies in a manner adverse to Huntington the TCF Board Recommendation, (ii) fails to make the TCF Board Recommendation in the Joint Proxy Statement, (iii) adopts, approves, recommends or endorses a TCF Acquisition Proposal or publicly announces an intention to adopt, approve, recommend or endorse a TCF Acquisition Proposal, (iv) fails to publicly and without qualification (A) recommend against any TCF Acquisition Proposal or (B) reaffirm the TCF Board Recommendation, in each case within ten (10) business days (or such fewer number of days as remains prior to the TCF Meeting) after a TCF Acquisition Proposal is made public or any request by Huntington to do so, or (v) materially breaches its obligations under Section 6.3 or Section 6.13; or

(f) by TCF, prior to such time as the Requisite Huntington Vote is obtained, if Huntington or the Board of Directors of Huntington (i) withholds, withdraws, modifies or qualifies in a manner adverse to TCF the Huntington Board Recommendation, (ii) fails to make the Huntington Board Recommendation in the Joint Proxy Statement, (iii) adopts, approves, recommends or endorses a Huntington Acquisition Proposal or publicly announces an intention to adopt, approve, recommend or endorse a Huntington Acquisition Proposal, (iv) fails to publicly and without qualification (A) recommend against any Huntington Acquisition Proposal or (B) reaffirm the Huntington Board Recommendation, in each case within ten (10) business days (or such fewer number of days as remains prior to the Huntington Meeting) after a Huntington Acquisition Proposal is made public or any request by TCF to do so or (v) materially breaches its obligations under Section 6.4.

The party desiring to terminate this Agreement pursuant to clause (b), (c), (d), (e) or (f) of this Section 8.1 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.

8.2 Effect of Termination.

(a) In the event of termination of this Agreement by either Huntington or TCF as provided in Section 8.1, this Agreement shall forthwith become void and have no effect, and none of Huntington, TCF, 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) and this Section 8.2 and Article IX (other than Section 9.13) shall survive any termination of this Agreement, and (ii) notwithstanding anything to the contrary contained in this Agreement, neither Huntington nor TCF shall be relieved or released from any liabilities or damages arising out of its fraud or Willful Breach of any provision of this Agreement occurring prior to termination (which, in the case of TCF, shall include the loss to the holders of its capital stock and of TCF Equity Awards of the economic benefits of the Merger (including the loss of premium offered to the shareholders of TCF), it being understood that TCF shall be entitled to pursue damages for such losses and to enforce the right to recover such losses on behalf of its shareholders and the holders of TCF Equity Awards in its sole and absolute discretion, and any amounts received by TCF in connection therewith may be retained by TCF). “Willful 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) (i) In the event that after the date of this Agreement and prior to the termination of this Agreement, a *bona fide* TCF Acquisition Proposal shall have been communicated to or otherwise made known to the Board of Directors or senior management of TCF or shall have been made directly to its shareholders generally or any person shall have publicly announced (and not withdrawn at least two (2) business days prior to the TCF Meeting) a TCF Acquisition Proposal with respect to TCF and (A) thereafter this Agreement is terminated by either Huntington or TCF pursuant to Section 8.1(c) without the Requisite TCF Vote having been obtained or (B) thereafter this Agreement is terminated by Huntington pursuant to Section 8.1(d), and (C) prior to the date that is twelve (12) months after the date of such termination, TCF enters into a definitive agreement or consummates a transaction with respect to a TCF Acquisition Proposal (whether or not the same TCF Acquisition Proposal as that referred to above), then TCF shall, on the earlier of the date it enters into such definitive agreement and the date of consummation of such transaction, pay Huntington, by wire transfer of same day funds, a fee equal to \$238,800,000 (the "Termination Fee"); provided, that for purposes of this Section 8.2(b)(i), all references in the definition of TCF Acquisition Proposal to "25%" shall instead refer to "50%".

(ii) In the event that this Agreement is terminated by Huntington pursuant to Section 8.1(e), then TCF shall pay Huntington, by wire transfer of same day funds, the Termination Fee as promptly as reasonably practicable after the date of termination (and in any event, within three (3) business days thereafter).

(c) (i) In the event that after the date of this Agreement and prior to the termination of this Agreement, a *bona fide* Huntington Acquisition Proposal shall have been communicated to or otherwise made known to the Board of Directors or senior management of Huntington or shall have been made directly to its shareholders generally or any person shall have publicly announced (and not withdrawn at least two (2) business days prior to the Huntington Meeting) a Huntington Acquisition Proposal with respect to Huntington and (A) thereafter this Agreement is terminated by either TCF or Huntington pursuant to Section 8.1(c) without the Requisite Huntington Vote having been obtained or (B) thereafter this Agreement is terminated by TCF pursuant to Section 8.1(d), and (C) prior to the date that is twelve (12) months after the date of such termination, Huntington enters into a definitive agreement or consummates a transaction with respect to a Huntington Acquisition Proposal (whether or not the same Huntington Acquisition Proposal as that referred to above), then Huntington shall, on the earlier of the date it enters into such definitive agreement and the date of consummation of such transaction, pay TCF, by wire transfer of same day funds, a fee equal to the Termination Fee; provided, that for purposes of this Section 8.2(c)(i), all references in the definition of Huntington Acquisition Proposal to "25%" shall instead refer to "50%".

(ii) In the event that this Agreement is terminated by TCF pursuant to Section 8.1(f), then Huntington shall pay TCF, by wire transfer of same day funds, the

Termination Fee as promptly as reasonably practicable after the date of termination (and in any event, within three (3) business days thereafter).

(iii) As used in this Agreement, “Huntington Acquisition Proposal” shall mean, other than the transactions contemplated by this Agreement, any offer, inquiry or proposal relating to, or any third party indication of interest in, (i) any acquisition or purchase, direct or indirect, of 25% or more of the consolidated assets of Huntington and its Subsidiaries or 25% or more of any class of equity or voting securities of Huntington or its Subsidiaries whose assets, individually or in the aggregate, constitute 25% or more of the consolidated assets of Huntington, (ii) any tender offer or exchange offer that, if consummated, would result in such third party beneficially owning 25% or more of any class of equity or voting securities of Huntington or its Subsidiaries whose assets, individually or in the aggregate, constitute 25% or more of the consolidated assets of Huntington, or (iii) a merger, consolidation, share exchange or other business combination, reorganization or similar transaction involving Huntington or its Subsidiaries whose assets, individually or in the aggregate, constitute 25% or more of the consolidated assets of Huntington.

(d) Notwithstanding anything to the contrary herein, but without limiting Section 8.2(e) or the right of any party to recover liabilities or damages arising out of the other party’s fraud or Willful Breach of any provision of this Agreement, the maximum aggregate amount of fees, liabilities or damages payable by TCF or Huntington under this Section 8.2 shall be equal to the Termination Fee. In no event shall TCF or Huntington be required to pay the Termination Fee on more than one occasion.

(e) Each of Huntington and TCF 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 either party fails promptly to pay the amount 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 against the non-paying party for the Termination Fee or any portion thereof, such non-paying party shall pay the costs and expenses of the other party (including reasonable attorneys’ fees and expenses) in connection with such suit. In addition, if TCF or Huntington, as the case may be, fails to pay the amounts payable pursuant to this Section 8.2, then such party shall pay interest on such overdue amounts (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) at a rate per annum equal to the “prime rate” (as announced by JPMorgan Chase & Co. or any successor thereto) in effect 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. The amounts payable by TCF and Huntington pursuant to Section 8.2(b) and Section 8.2(c), respectively, and this Section 8.2(e), constitute liquidated damages and not a penalty, and, except in the case of fraud or Willful Breach, shall be the sole monetary remedy of the other party in the event of a termination of this Agreement specified in such applicable section.

ARTICLE IX

GENERAL PROVISIONS

9.1 Nonsurvival of Representations, Warranties and Agreements. None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement (other than the Confidentiality Agreement, which shall survive in accordance with its terms) shall survive the Effective Time, except for Section 6.8 and for those other covenants and agreements contained herein and therein which by their terms apply or are to be performed in whole or in part after the Effective Time.

9.2 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 TCF Vote or the Requisite Huntington Vote; provided, however, that after the receipt of the Requisite TCF Vote or the Requisite Huntington Vote, there may not be, without further approval of such shareholders of TCF or Huntington, as applicable, 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.

9.3 Extension; Waiver. At any time prior to the Effective Time, 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 party hereto, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered by the other party pursuant hereto, and (c) waive compliance with any of the agreements or satisfaction of any conditions for its benefit contained herein; provided, however, that after the receipt of the Requisite TCF Vote or the Requisite Huntington Vote, there may not be, without further approval of such shareholders of TCF or Huntington, as applicable, 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.

9.4 Expenses. Except (i) with respect to costs and expenses of printing and mailing the Joint Proxy Statement and all filing and other fees paid to the SEC and any other Governmental Entity in connection with the Merger, the Bank Merger and the other transactions contemplated hereby, which shall be borne equally by Huntington and TCF, and (ii) as otherwise expressly provided in this Agreement, including in Section 8.2, all fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees or expenses, whether or not the Merger is consummated.

9.5 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by email, upon confirmation of receipt, (b) on the first (1st) business day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the

earlier of confirmed receipt or the fifth (5th) business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

if to TCF, to:

TCF Financial Corporation
11100 Wayzata Blvd, Ste. 802
Minnetonka, MN 55305
Attention: Joseph T. Green, General Counsel
E-mail: jgreen@tcfbank.com, kbjorklu@tcfbank.com,
anesbitt@tcfbank.com

With a copy (which shall not constitute notice) to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: Lee A. Meyerson and Sebastian Tiller
E-mail: lmeyerson@stblaw.com and stiller@stblaw.com

and

if to Huntington, to:

Huntington Bancshares Incorporated
41 South High Street
Columbus, OH 43287
Attention: Jana J. Litsey, General Counsel
E-mail: jana.j.litsey@huntington.com

With a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 W. 52nd Street
New York, NY 10019
Attention: Edward D. Herlihy and Jacob A. Kling
E-mail: EDHerlihy@wlrk.com and JAKling@wlrk.com

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, Exhibits or Schedules, such reference shall be to an Article or Section of or Exhibit 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 TCF means the actual knowledge of any of the officers of TCF listed on Section 9.6 of the TCF Disclosure Schedule, and the “knowledge” of Huntington means the actual knowledge of any of the officers of Huntington listed on Section 9.6 of the Huntington Disclosure Schedule. As used herein, (a) “business day” means any day other than a Saturday, a Sunday or a day on which banks in New York, New York, Columbus, Ohio or Detroit, Michigan are authorized by law or executive order to be closed, (b) 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, (c) 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, (d) the term “made available” means any document or other information that was (i) provided by one party or its representatives to the other party and its representatives prior to the date hereof, (ii) included in the virtual data room of a party prior to the date hereof or (iii) filed by a party with the SEC and publicly available on EDGAR prior to the date hereof and (e) references to a party’s shareholders shall mean, in the case of Huntington, its stockholders. The TCF Disclosure Schedule and the Huntington 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. All references to “dollars” or “\$” in this Agreement are to United States dollars. This Agreement shall not be interpreted or construed to require any person to take any action, or fail to take any action, if to do so would violate any applicable law (including the Pandemic Measures).

9.7 Confidential Supervisory Information. No disclosure, representation or warranty shall be made (or any 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. § 4.32(b)) of a Governmental Entity by any party hereto to the extent prohibited by applicable law, and, to the extent legally permissible, appropriate substitute disclosures or actions shall be made or taken under circumstances in which the limitations of this sentence apply.

9.8 Counterparts. This Agreement may be executed in counterparts (including by 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.

9.9 Entire Agreement. This Agreement (including the documents and the 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.

9.10 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any applicable conflicts of law principles

(except that matters relating to the fiduciary duties of the Board of Directors of TCF shall be subject to the laws of the State of Michigan and matters relating to the fiduciary duties of the Board of Directors of Huntington shall be subject to the laws of the State of Maryland).

(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 Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware or, if the Delaware Court of Chancery 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.

9.11 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 FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR OTHER PROCEEDING 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 ANY SUIT, ACTION OR OTHER PROCEEDING, 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 9.11.

9.12 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 6.8, which is intended to benefit each TCF 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 herein. 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. Except as provided in Section 6.8, notwithstanding any other provision in this Agreement to the contrary, no consent, approval or agreement of any third-party beneficiary will be required to amend, modify or waive any provision of this Agreement.

9.13 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, the parties shall be entitled to specific performance of the terms of this Agreement, including an injunction or injunctions to prevent 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.

9.14 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.

9.15 Delivery by 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 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 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 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.

[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.

HUNTINGTON BANCSHARES INCORPORATED

By: Stephen D. Steinour
Name: Stephen D. Steinour
Title: Chairman, President and
Chief Executive Officer

TCF FINANCIAL CORPORATION

By: _____
Name:
Title:

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.

**HUNTINGTON BANCSHARES
INCORPORATED**

By: _____
Name:
Title:

TCF FINANCIAL CORPORATION


By: 
Name: DAVID PROBST
Title: C.E.O.

EXHIBIT A
FORM OF HUNTINGTON CHARTER AMENDMENT

HUNTINGTON BANCSHARES INCORPORATED

FORM OF ARTICLES OF AMENDMENT

Huntington Bancshares Incorporated, a Maryland corporation (the “Corporation”), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST: The charter of the Corporation (the “Charter”) is hereby amended to delete the first paragraph of Article FIFTH of the Charter and to substitute the following in lieu thereof:

“FIFTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 2,256,617,808, of which 2,250,000,000 shares shall be Common Stock, par value \$0.01 per share, and 6,617,808 shares shall be Serial Preferred Stock, par value \$0.01 per share. The aggregate par value of all authorized shares of stock of all classes having par value is \$22,566,178.08.”

SECOND: The amendment to the Charter as set forth above, increasing the number of shares of stock and the number of shares of Common Stock that the Corporation is authorized to issue, has been duly advised by the Board of Directors and approved by the stockholders of the Corporation as required by law.

THIRD: The total number of shares of stock which the Corporation had authority to issue immediately prior to the foregoing amendment of the Charter was 1,506,617,808 shares of stock, consisting of 1,500,000,000 shares of Common Stock, par value \$0.01 per share, and 6,617,808 shares of Serial Preferred Stock, par value \$0.01 per share. The aggregate par value of all authorized shares of stock of all classes having par value immediately prior to the foregoing amendment of the Charter was \$15,066,178.08.

FOURTH: The total number of shares of stock which the Corporation has authority to issue pursuant to the foregoing amendment of the Charter is 2,256,617,808 shares of stock, consisting of 2,250,000,000 shares of Common Stock, par value \$0.01 per share, and 6,617,808 shares of Serial Preferred Stock, par value \$0.01 per share. The aggregate par value of all authorized shares of stock of all classes having par value is \$22,566,178.08.

FIFTH: The information required by Section 2-607(b)(2)(i) of the Maryland General Corporation Law is not changed by the foregoing amendment of the Charter.

SIXTH: The undersigned Chairman, President and Chief Executive Officer of the Corporation acknowledges these Articles of Amendment to be the corporate act of the Corporation and, as to all matters of fact required to be verified under oath, the undersigned Chairman, President and Chief Executive Officer acknowledges that, to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties of perjury.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be signed in its name and on its behalf by its President and attested to by its [duly authorized officer] on this [•] day of [•], [•].

ATTEST:

HUNTINGTON BANCSHARES INCORPORATED

By: _____

Name:

Title:

By: _____

Name: Stephen D. Steinour

Title: Chairman, President and Chief Executive Officer

EXHIBIT B
FORM OF BANK MERGER AGREEMENT

**FORM OF AGREEMENT AND PLAN OF MERGER OF
TCF NATIONAL BANK
WITH AND INTO
THE HUNTINGTON NATIONAL BANK**

This Agreement and Plan of Merger (this “Agreement”), dated as of [●], is made by and between The Huntington National Bank, a national bank, and TCF National Bank, a national bank.

WITNESSETH:

WHEREAS, The Huntington National Bank is a national banking association duly organized and existing under the laws of the United States, with its main office located in Columbus, Ohio, all the issued and outstanding capital stock of which is owned as of the date hereof directly by Huntington Bancshares Incorporated, a Maryland corporation (“Huntington”), has authorized capital stock consisting of (a) 4,000,000 shares of common stock, par value \$10 per share, of which 4,000,000 shares of common stock are issued and outstanding as of the date hereof; (b) 500,000 shares of Class B preferred stock, par value \$1,000 per share, of which no shares are issued and outstanding as of the date hereof; (c) 2,000,000 shares of Class C preferred stock, par value \$25 per share, of which no shares are issued and outstanding as of the date hereof; (d) 14,000,000 shares of Class D preferred stock, par value \$25 per share, of which no shares are issued and outstanding as of the date hereof; (e) 400,000 shares of Class E preferred stock, par value \$1,000 per share, of which no shares are issued and outstanding as of the date hereof; (f) 500,000 shares of Class F preferred stock, par value \$1,000 per share, of which 490,000 shares are issued and outstanding as of the date hereof; and (g) 300,000 shares of Class G preferred stock, par value \$1,000 per share, of which 290,000 shares are issued and outstanding as of the date hereof;

WHEREAS, TCF National Bank is a national banking association duly organized and existing under the laws of the United States, with its main office located in Sioux Falls, South Dakota, all the issued and outstanding capital stock of which is owned as of the date hereof directly by TCF Financial Corporation, a Michigan corporation (“TCF”);

WHEREAS, Huntington and TCF have entered into an Agreement and Plan of Merger, dated as of December 13, 2020 (as amended and/or supplemented from time to time, the “Merger Agreement”), pursuant to which, subject to the terms and conditions thereof, TCF will merge with and into Huntington (the “Merger”), with Huntington surviving the merger as the surviving corporation;

WHEREAS, contingent upon the Merger, on the terms and subject to the conditions contained in this Agreement, the parties to this Agreement intend to effect the merger of TCF National Bank with and into The Huntington National Bank, with The Huntington National Bank surviving the merger (the “Bank Merger”); and

WHEREAS, the board of directors of The Huntington National Bank and the board of directors of TCF National Bank deem the Bank Merger advisable and in the best interests of their respective banks, and have each adopted resolutions authorizing and approving the execution and delivery of this Agreement and the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

BANK MERGER

Section 1.01 The Bank Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined below), TCF National Bank shall be merged with and into The Huntington National Bank in accordance with the provisions of, and with the effects provided in, applicable law (including 12 U.S.C. § 215a-1, 12 U.S.C. § 1831u and 12 U.S.C. § 1828(c)). At the Effective Time, the separate existence of TCF National Bank shall cease, and The Huntington National Bank, as the surviving entity in the Bank Merger (the “Surviving Bank”), shall continue its existence under the laws of the United States as a national banking association. The Surviving Bank shall be responsible for all of the liabilities of every kind and description, including liabilities arising from the operation of any trust department, of each of the merging banks existing as of the Effective Time of the Bank Merger. Immediately following the Effective Time, the Surviving Bank shall continue to operate the main office and each of the branches of TCF National Bank existing as of the Effective Time as branches of the Surviving Bank at the officially designated address of each such office or branch and shall continue to operate each of the branches of the Surviving Bank existing at the Effective Time, in each case without limiting the authority under applicable law of The Huntington National Bank or of the Surviving Bank (as applicable) to close, relocate or otherwise make any change regarding any such branch.

Section 1.02 Closing. The closing of the Bank Merger will take place immediately following the Merger, but in no case prior to the date on which all of the conditions precedent to the consummation of the Bank Merger specified in this Agreement shall have been satisfied or duly waived by the party or parties entitled to satisfaction thereof, at such place as is agreed by the parties hereto.

Section 1.03 Effective Time. On the terms and subject to the conditions of this Agreement and subject to applicable law, the Bank Merger shall become effective as set forth in the certification of merger issued by the Office of the Comptroller of the Currency (“OCC”) (the date and time of such effectiveness being herein referred to as the “Effective Time”).

Section 1.04 Articles of Association and By-laws. The national bank charter, articles of association and bylaws of The Huntington National Bank in effect immediately prior to the Effective Time shall be the national bank charter, articles of association and the bylaws of the Surviving Bank, in each case until amended in accordance with applicable law and the terms thereof.

Section 1.05 Name and Main Office. The name of the Surviving Bank shall be “The Huntington National Bank” and the main office of the Surviving Bank shall be at 17 South High Street, Columbus, Ohio 43215.

Section 1.06 Board of Directors. As of the Effective Time, the directors of the Surviving Bank shall be (a) the persons serving as directors of The Huntington National Bank immediately prior to the Effective Time and (b) Gary Torgow, who shall be appointed as Chairman of the Board of Directors of the Surviving Bank pursuant to the terms of the Merger Agreement. Following the Effective Time, the meetings of the Board of Directors of the Surviving Bank shall rotate between (i) Columbus and (ii) Detroit / Minneapolis.

Section 1.07 Tax Treatment. It is the intention of the parties that the Bank Merger be treated for U.S. federal income tax purposes as a “tax free reorganization” pursuant to Section 368(a) of the Internal Revenue Code of 1986, as amended.

ARTICLE II

TREATMENT OF SHARES

Section 2.01 Effect on TCF National Bank Capital Stock. At the Effective Time, by virtue of the Bank Merger and without any action on the part of the holder of any capital stock of TCF National Bank, all shares of TCF National Bank capital stock issued and outstanding shall be automatically cancelled and retired and shall cease to exist, and no cash, new shares of common stock, or other property shall be delivered in exchange therefor.

Section 2.02 Effect on The Huntington National Bank Capital Stock. Each share of The Huntington National Bank capital stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and unaffected by the Bank Merger.

ARTICLE III

COVENANTS

Section 3.01 If at any time the Surviving Bank shall reasonably require that any further assignments, conveyances or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Bank title to any property or rights of TCF National Bank as of the Effective Time or otherwise carry out the provisions hereof, the proper officers and directors of TCF National Bank, as of the Effective Time, and thereafter the officers of the Surviving Bank acting on behalf of TCF National Bank, shall execute and deliver any and all proper assignments, conveyances and assurances, and do all things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Bank and otherwise carry out the provisions hereof.

ARTICLE IV

CONDITIONS PRECEDENT

Section 4.01 The Bank Merger and the respective obligations of each party hereto to consummate the Bank Merger are subject to the fulfillment or written waiver of each of the following conditions prior to the Effective Time:

- a. The approval of the OCC under 12 U.S.C. § 215a-1, 12 U.S.C. § 1831u and 12 U.S.C. § 1828(c) with respect to the Bank Merger shall have been obtained and shall be in full force and effect, and all related waiting periods shall have expired; and all other material consents, approvals, permissions, and authorizations of, filings and registrations with, and notifications to, all governmental authorities required for the consummation of the Bank Merger shall have been obtained or made and shall be in full force and effect and all waiting periods required by law shall have expired.
- b. The Merger shall have been consummated in accordance with the terms of the Merger Agreement.
- c. No jurisdiction or governmental authority shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and prohibits consummation of the Bank Merger.
- d. This Agreement and the Bank Merger shall have been approved, or ratified and confirmed, as applicable, by the sole shareholder of each of The Huntington National Bank and TCF National Bank.

ARTICLE V

TERMINATION AND AMENDMENT

Section 5.01 Termination. This Agreement may be terminated at any time prior to the Effective Time by a written instrument executed by each of the parties hereto. This Agreement will terminate automatically without any action by the parties hereto upon the termination of the Merger Agreement as therein provided.

Section 5.02 Amendment. This Agreement may be amended by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01 Representations and Warranties. Each of the parties hereto represents and warrants that this Agreement has been duly authorized, executed and delivered by such party and constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with the terms hereof.

Section 6.02 Nonsurvival of Agreements. None of the representations, warranties or agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time or the termination of this Agreement in accordance with Section 5.01.

Section 6.03 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be duly deemed given (a) on the date of delivery if

delivered personally, or if by email, upon confirmation of receipt, (b) on the first business day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to The Huntington National Bank, to:

Huntington Bancshares Incorporated
41 South High Street
Columbus, OH 43287
Attention: Jana J. Litsey, General Counsel
E-mail: jana.j.litsey@huntington.com

With a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 W. 52nd Street
New York, NY 10019
Attention: Edward D. Herlihy and Jacob A. Kling
E-mail: EDHerlihy@wlrk.com and JAKling@wlrk.com

If to TCF National Bank, to:

TCF Financial Corporation
11100 Wayzata Blvd, Ste. 802
Minnetonka, MN 55305
Attention: Joseph T. Green, General Counsel
E-mail: jgreen@tcfbank.com, kbjorklu@tcfbank.com,
anesbitt@tcfbank.com

With a copy (which shall not constitute notice) to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: Lee A. Meyerson and Sebastian Tiller
E-mail: lmeyerson@stblaw.com and stiller@stblaw.com

Section 6.04 Interpretation. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified. The 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.” References to “the date hereof” shall mean the date of this Agreement.

Section 6.05 Counterparts. This Agreement may be executed in two (2) or more counterparts (including by 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 party, it being understood that each party need not sign the same counterpart.

Section 6.06 Entire Agreement. This Agreement (including the documents and the instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement, other than the Merger Agreement.

Section 6.07 Governing Law; WAIVER OF JURY TRIAL. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to any applicable conflicts of law principles, except to the extent that the federal laws of the United States shall be applicable hereto. EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.

Section 6.08 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 6.09 Assignment. 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) and any attempted assignment in contravention of this Section 6.09 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in counterparts by their duly authorized officers and attested by their officers thereunto duly authorized, all as of the day and year first above written.

TCF NATIONAL BANK

By:
Title:

THE HUNTINGTON NATIONAL BANK

By:
Title:

EXHIBIT C
FORM OF ARTICLES SUPPLEMENTARY

FORM OF ARTICLES SUPPLEMENTARY
DESIGNATING THE RIGHTS AND PREFERENCES
OF
5.70% SERIES [H] NON-CUMULATIVE PERPETUAL PREFERRED STOCK,
PAR VALUE \$0.01 PER SHARE
OF
HUNTINGTON BANCSHARES INCORPORATED

HUNTINGTON BANCSHARES INCORPORATED, a Maryland corporation (hereinafter called the “Corporation”), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST: Under a power contained in Article Fifth of the charter of the Corporation (the “Charter”), the board of directors of the Corporation (the “Board of Directors”) and a duly authorized committee thereof (the “Committee”), by duly adopted resolutions, classified and designated 7,000 shares of the authorized but unissued serial preferred stock of the Corporation, par value \$0.01 per share (the “Serial Preferred Stock”), as 5.70% Series [H] Non-Cumulative Perpetual Preferred Stock, par value \$0.01 per share, with the following preferences and rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, and terms and conditions of redemption, which, upon any restatement of the Charter, shall become part of Article Fifth of the Charter, with any necessary or appropriate renumbering or relettering of the sections or subsections hereof.

5.70% SERIES [H] NON-CUMULATIVE PERPETUAL PREFERRED STOCK

Section 1. Designation. The designation of the series of preferred stock shall be 5.70% Series [H] Non-Cumulative Perpetual Preferred Stock (hereinafter referred to as the “Series [H] Preferred Stock”). Each share of Series [H] Preferred Stock shall be identical in all respects to every other share of Series [H] Preferred Stock. Series [H] Preferred Stock will rank, with respect to the payment of dividends and the distribution of assets in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, (1) on a parity with the Corporation’s Floating Rate Series B Non-Cumulative Perpetual Preferred Stock, par value \$0.01 per share and liquidation value per share of \$1,000, the Corporation’s 5.875% Series C Non-Cumulative Perpetual Preferred Stock, par value \$0.01 per share and liquidation value per share of \$1,000, the Corporation’s 6.250% Series D Non-Cumulative Perpetual Preferred Stock, par value \$0.01 per share and liquidation value per share of \$1,000, the Corporation’s 5.700%

Series E Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, par value \$0.01 per share and liquidation value per share of \$100,000, 5.625% Series F Non-Cumulative Perpetual Preferred Stock, par value \$0.01 per share and liquidation value per share of \$100,000, 4.450% Series G Non-Cumulative Perpetual Preferred Stock, par value \$0.01 per share and liquidation value per share of \$100,000 and each class or series of Serial Preferred Stock that the Corporation may issue in the future, the terms of which expressly provide that such class or series will rank on a parity with the Series [H] Preferred Stock as to dividend rights and rights on liquidation, winding-up and dissolution of the Corporation (collectively, the “Parity Stock”) and (2) senior to the Common Stock and each other class or series of Serial Preferred Stock the Corporation may issue in the future, the terms of which do not expressly provide that it ranks on a parity with or senior to the Series [H] Preferred Stock as to dividend rights and rights on liquidation, winding-up and dissolution of the Corporation (the “Junior Stock”).

Section 2. Number of Shares. The number of authorized shares of Series [H] Preferred Stock shall be 7,000. Such number may from time to time be increased (but not in excess of the total number of authorized shares of preferred stock) or decreased (but not below the number of shares of Series [H] Preferred Stock then outstanding) by further resolution duly adopted by the Board of Directors or any duly authorized committee of the Board of Directors and in accordance with applicable law. All additional shares of Series [H] Preferred Stock shall be deemed to form a single series with the Series [H] Preferred Stock, provided that any such additional shares of Series [H] Preferred Stock are not treated as “disqualified preferred stock” within the meaning of Section 1059(f)(2) of the U.S. Internal Revenue Code of 1986, as amended, and such additional shares of Series [H] Preferred Stock are otherwise treated as fungible with the Series [H] Preferred Stock authorized under this Section 2 for U.S. federal income tax purposes. The Corporation shall have the authority to issue fractional shares of Series [H] Preferred Stock.

Section 3. Definitions. As used herein with respect to Series [H] Preferred Stock:

(a) “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. Section 1813(q)), or any successor provision.

(b) “Business Day” means each Monday, Tuesday, Wednesday, Thursday or Friday on which banking institutions are not authorized or obligated by law, regulation or executive order to close in New York, New York.

(c) “Closing Date” means [•].

(d) “Common Stock” means the common stock, par value \$0.01 per share, of the Corporation.

(e) “Continuing Director” means (a) if an “interested stockholder” (as defined in Section 3-601 of the Maryland General Corporation Law, as the same shall be in effect from time to time) exists, any member of the Board of Directors who is not an interested stockholder or an “affiliate” or an “associate” (as such terms are defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended, as the same shall be in effect from time to time) of an interested stockholder and who was a member of the Board of Directors immediately prior to the time that

an interested stockholder became an interested stockholder, and any successor to a Continuing Director who is not an interested stockholder or an affiliate or associate of an interested stockholder and is recommended to succeed a Continuing Director by a majority of the Continuing Directors who are then members of the Board of Directors; and (b) if an interested stockholder does not exist, any member of the Board of Directors.

(f) “Corporation” means Huntington Bancshares Incorporated, a Maryland corporation.

(g) “Depository Company” shall have the meaning set forth in Section 6(d) hereof.

(h) “Dividend Payment Date” shall have the meaning set forth in Section 4(a) hereof.

(i) “Dividend Period” shall have the meaning set forth in Section 4(a) hereof.

(j) “DTC” means The Depository Trust Company, together with its successors and assigns.

(k) “Preferred Director” shall have the meaning set forth in Section 7(c)(i) hereof.

(l) “Redemption Price” shall have the meaning set forth in Section 6(a) hereof.

(m) “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 (including any announced prospective 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 on or after September 7, 2017, (ii) any proposed change in those laws or regulations that is announced or becomes effective on or after September 7, 2017, 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 on or after September 7, 2017, there is more than an insubstantial risk that the Corporation will not be entitled to treat the full liquidation value of all shares of Series [H] Preferred Stock then outstanding as “tier 1 capital” (or its equivalent) for purposes of the capital adequacy 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, for as long as any share of Series [H] Preferred Stock is outstanding.

(n) “Series [H] Preferred Stock” shall have the meaning set forth in Section 1 hereof.

Section 4. Dividends.

(a) *Rate.* Holders of Series [H] Preferred Stock shall be entitled to receive, if, as and when declared by the Board of Directors or any duly authorized committee of the Board of Directors, but only out of assets legally available therefor, non-cumulative cash dividends on the

liquidation preference of \$25,000 per share of Series [H] Preferred Stock, and no more, payable quarterly in arrears on each [●], [●], [●] and [●]; provided, however, if any such day is not a Business Day, then payment of any dividend otherwise payable on that date will be made on the next succeeding day that is a Business Day (without any interest or other payment in respect of such delay) (each such day on which dividends are payable a “Dividend Payment Date”), commencing with the first such Dividend Payment Date to occur after the Closing Date. The period from and including the date of issuance of the Series [H] Preferred Stock or any Dividend Payment Date to but excluding the next Dividend Payment Date is a “Dividend Period,” except that the initial Dividend Period shall commence on and include [●]¹. Dividends on each share of Series [H] Preferred Stock will accrue on the liquidation preference amount of \$25,000 per share at a rate *per annum* equal to 5.70%. The record date for payment of dividends on the Series [H] Preferred Stock shall be the close of business on [●] or such other date, not exceeding 30 days before the applicable Dividend Payment Date, as shall be fixed by the Board of Directors. The amount of dividends payable shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Notwithstanding any other provision hereof, dividends on the Series [H] Preferred Stock shall not be declared, paid or set aside for payment to the extent such act would cause the Corporation to fail to comply with laws and regulations applicable thereto, including applicable capital adequacy guidelines.

(b) *Non-Cumulative Dividends.* Dividends on shares of Series [H] Preferred Stock shall be non-cumulative. To the extent that any dividends payable on the shares of Series [H] Preferred Stock on any Dividend Payment Date are not declared and paid, in full or otherwise, on such Dividend Payment Date, then such unpaid dividends shall not cumulate and shall cease to accrue and be payable and the Corporation shall have no obligation to pay, and the holders of Series [H] Preferred Stock shall have no right to receive, dividends accrued for such Dividend Period after the Dividend Payment Date for such Dividend Period or interest with respect to such dividends, whether or not dividends are declared for any subsequent Dividend Period with respect to Series [H] Preferred Stock, any Parity Stock, any Junior Stock or any other class or series of authorized preferred stock of the Corporation.

(c) *Priority of Dividends.* So long as any share of Series [H] Preferred Stock remains outstanding, unless full dividends on all outstanding shares of Series [H] Preferred Stock for the then-current Dividend Period have been declared and paid in full or declared and a sum sufficient for the payment thereof has been set aside, (i) no dividend shall be declared or paid or set aside for payment and no distribution shall be declared or made or set aside for payment on any Junior Stock, other than a dividend payable solely in Junior Stock, (ii) no shares of Junior Stock shall be repurchased, redeemed or otherwise acquired for consideration by the Corporation, directly or indirectly (other than as a result of a reclassification of Junior Stock for or into other Junior Stock, or the exchange or conversion of one share of Junior Stock for or into another share of Junior Stock, and other than through the use of the proceeds of a substantially contemporaneous sale of other shares of Junior Stock), nor shall any monies be paid to or made available for a sinking fund for the redemption of any such securities by the Corporation and (iii) no shares of Parity Stock shall be repurchased, redeemed or otherwise acquired for consideration by the Corporation otherwise than pursuant to pro rata offers to purchase all, or a pro rata portion, of the Series [H]

¹ To reflect the last dividend payment date in respect of the 5.70% Series C Non-Cumulative Perpetual Preferred Stock, no par value, of TCF Financial Corporation.

Preferred Stock and such Parity Stock except by conversion into or exchange for Junior Stock, during such dividend period. When dividends are not paid in full upon the shares of Series [H] Preferred Stock and any Parity Stock, all dividends declared upon shares of Series [H] Preferred Stock and any Parity Stock shall be declared on a proportional basis so that the amount of dividends declared per share will bear to each other the same ratio that accrued dividends for the then-current Dividend Period per share on Series [H] Preferred Stock, and accrued dividends, including any accumulation, on any Parity Stock, bear to each other. No interest will be payable in respect of any dividend payment on shares of Series [H] Preferred Stock that may be in arrears. If the Board of Directors or any duly authorized committee of the Board of Directors determines not to pay any dividend or a full dividend on a Dividend Payment Date, the Corporation will provide, or cause to be provided, written notice to the holders of the Series [H] Preferred Stock prior to such date. Subject to the foregoing, and not otherwise, dividends (payable in cash, stock or otherwise) as may be determined by the Board of Directors or any duly authorized committee of the Board of Directors may be declared and paid on any Junior Stock from time to time out of any assets legally available therefor, and the shares of Series [H] Preferred Stock shall not be entitled to participate in any such dividend.

Section 5. Liquidation Rights.

(a) *Liquidation.* In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, holders of Series [H] Preferred Stock shall be entitled, out of assets legally available therefor, before any distribution or payment out of the assets of the Corporation may be made to or set aside for the holders of any Junior Stock and subject to the rights of any holders of any class or series of securities ranking senior to or on parity with Series [H] Preferred Stock upon liquidation and the rights of the Corporation's depositors and other creditors, to receive in full a liquidating distribution in the amount of the liquidation preference of \$25,000 per share, plus any authorized, declared and unpaid dividends, without accumulation of any undeclared dividends, to the date of liquidation. Holders of Series [H] Preferred Stock shall not be entitled to any further payments in the event of any such voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation other than what is expressly provided for in this Section 5.

(b) *Partial Payment.* If the assets of the Corporation are not sufficient to pay in full the liquidation preference plus any authorized, declared and unpaid dividends to all holders of Series [H] Preferred Stock and all holders of any Parity Stock, the amounts paid to the holders of Series [H] Preferred Stock and to the holders of all Parity Stock shall be paid pro rata in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full.

(c) *Residual Distributions.* If the liquidation preference plus any authorized, declared and unpaid dividends has been paid in full to all holders of Series [H] Preferred Stock, the holders of shares of Series [H] Preferred Stock will not be entitled to any further participation in any distribution of assets by the Corporation.

(d) *Merger, Consolidation and Sale of Assets Not Liquidation.* For purposes of this Section 5, the sale, conveyance, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all of the property and assets of the Corporation shall

not be deemed a voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Corporation, nor shall the merger, consolidation or any other business combination transaction of the Corporation into or with any other corporation or person or the merger, consolidation or any other business combination transaction of any other corporation or person into or with the Corporation be deemed to be a voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Corporation.

Section 6. Redemption.

(a) *Optional Redemption.* The Corporation, at the option of its Board of Directors or any duly authorized committee of the Board of Directors, may redeem in whole or in part the shares of Series [H] Preferred Stock at the time outstanding, at any time on [●]² or any Dividend Payment Date thereafter, upon notice given as provided in Section 6(b) below. The redemption price for shares of Series [H] Preferred Stock shall be \$25,000 per share, plus any declared and unpaid dividends for prior Dividend Periods, without accumulation of undeclared dividends (the “Redemption Price”). Notwithstanding the foregoing, within 90 days following the occurrence of a Regulatory Capital Treatment Event, the Corporation may, at its option, subject to the approval of the Appropriate Federal Banking Agency, provide notice of its intent to redeem as provided in Section 6(b) below, and subsequently redeem, all (but not less than all) of the shares of Series [H] Preferred Stock at the time outstanding, at the Redemption Price applicable on such date of redemption.

(b) *Notice of Redemption.* Notice of every redemption of shares of Series [H] Preferred Stock shall be either (i) mailed by first class mail, postage prepaid, addressed to the holders of record of such shares to be redeemed at their respective last addresses appearing on the stock register of the Corporation or (ii) transmitted by such other method approved by the Depository Trust Company, in its reasonable discretion, to the holders of record of such shares to be redeemed. Such mailing or transmittal shall be at least 30 days and not more than 60 days before the date fixed for redemption. Notwithstanding the foregoing, if the Series [H] Preferred Stock is held in book-entry form through DTC, the Corporation may give such notice in any manner permitted by DTC. Any notice mailed or transmitted as provided in this Section 6(b) shall be conclusively presumed to have been duly given, whether or not the holder receives such notice, but failure duly to give such notice by mail or other transmission, or any defect in such notice or in the mailing or transmittal thereof, to any holder of shares of Series [H] Preferred Stock designated for redemption shall not affect the validity of the proceedings for the redemption of any other shares of Series [H] Preferred Stock. Each notice shall state (i) the redemption date; (ii) the number of shares of Series [H] Preferred Stock to be redeemed and, if fewer than all the shares held by such holder are to be redeemed, the number of such shares to be redeemed from such holder; (iii) the Redemption Price; (iv) the place or places where the certificates for such shares are to be surrendered for payment of the Redemption Price; and (v) that dividends on the shares to be redeemed will cease to accrue on the redemption date.

(c) *Partial Redemption.* In case of any redemption of only part of the shares of Series [H] Preferred Stock at the time outstanding, the shares of Series [H] Preferred Stock to be redeemed shall be selected either pro rata from the holders of record of Series [H] Preferred Stock

² To be no earlier than December 1, 2022.

in proportion to the number of shares of Series [H] Preferred Stock held by such holders or in such other manner consistent with the rules and policies of the NASDAQ as the Board of Directors or any duly authorized committee of the Board of Directors may determine to be fair and equitable. Subject to the provisions of this Section 6, the Board of Directors or any duly authorized committee of the Board of Directors shall have full power and authority to prescribe the terms and conditions upon which shares of Series [H] Preferred Stock shall be redeemed from time to time.

(d) *Effectiveness of Redemption.* If notice of redemption has been duly given and if on or before the redemption date specified in the 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 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 Board of Directors or any duly authorized committee of the Board of Directors (the “Depository Company”) 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 so called for redemption shall cease to be outstanding, all dividends with respect to such shares 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 such bank or trust company at any time after the redemption date from the funds so deposited, without interest. The Corporation shall be entitled to receive, from time to time, from the Depository Company 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 three years from the 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 so called for redemption shall be deemed to be unsecured creditors of the Corporation for an amount equivalent to the amount deposited as stated above for the redemption of such shares and so repaid to the Corporation, but shall in no event be entitled to any interest.

Section 7. Voting Rights. The holders of Series [H] Preferred Stock will have no voting rights and will not be entitled to elect any directors, except as expressly provided by law and except that:

(a) *Supermajority Voting Rights-Amendments.* Unless the vote or consent of the holders of a greater number of shares shall then be required by law, the affirmative vote or consent of the holders of at least 66 $\frac{2}{3}$ % of all of the shares of the Series [H] Preferred Stock at the time outstanding, voting separately as a class, shall be required to authorize any amendment of the Charter or of any certificate amendatory thereof or supplemental thereto (including any articles supplementary or any similar document relating to any series of preferred stock) which will materially and adversely affect the powers, preferences, privileges or rights of the Series [H] Preferred Stock, taken as a whole; provided, however, that the following will not be deemed to adversely affect the powers, preferences, privileges or rights of the Series [H] Preferred Stock: (i) any increase in the amount of the authorized or issued Series [H] Preferred Stock, (ii) any increase in the amount of authorized preferred stock of the Corporation, or (iii) the creation and issuance, or an increase in the authorized or issued amount, of other series of preferred stock ranking equally with and/or junior to the Series [H] Preferred Stock with respect to the payment of dividends

(whether such dividends are cumulative or non-cumulative) and/or the distribution of assets upon liquidation, dissolution or winding up of the Corporation.

(b) *Supermajority Voting Rights-Priority.* Unless the vote or consent of the holders of a greater number of shares shall then be required by law, the affirmative vote or consent of the holders of at least 66 $\frac{2}{3}$ % of all of the shares of the Series [H] Preferred Stock and all other Parity Stock, at the time outstanding, voting as a single class without regard to series, shall be required to issue, authorize or increase the authorized amount of, or to issue or authorize any obligation or security convertible into or evidencing the right to purchase, any additional class or series of stock ranking prior to the shares of the Series [H] Preferred Stock and all other Parity Stock as to dividends or the distribution of assets upon liquidation, dissolution or winding up of the Corporation.

(c) *Special Voting Right.*

(i) Voting Right. If and whenever dividends on the Series [H] Preferred Stock or any other class or series of preferred stock that ranks on parity with the Series [H] Preferred Stock as to payment of dividends, and upon which voting rights equivalent to those granted by this Section 7(c) have been conferred and are exercisable, have not been paid in an aggregate amount equal, as to any class or series, to at least six quarterly Dividend Periods (whether consecutive or not), the number of directors constituting the Board of Directors shall be increased by two, and the holders of the Series [H] Preferred Stock (together with holders of any other class of the Corporation's authorized preferred stock having equivalent voting rights, whether or not the holders of such preferred stock would be entitled to vote for the election of directors if such default in dividends did not exist), shall have the right, voting separately as a single class without regard to series, to the exclusion of the holders of Common Stock, to elect two directors of the Corporation to fill such newly created directorships (and to fill any vacancies in the terms of such directorships), provided that the Board of Directors shall at no time include more than two such directors. Each such director elected by the holders of shares of Series [H] Preferred Stock and any other class or series of preferred stock that ranks on parity with the Series [H] Preferred Stock as to payment of dividends is a "Preferred Director."

(ii) Election. The election of the Preferred Directors will take place at any annual meeting of stockholders or any special meeting of the holders of Series [H] Preferred Stock and any other class or series of the Corporation's stock that ranks on parity with Series [H] Preferred Stock as to payment of dividends and for which dividends have not been paid, called as provided herein. At any time after the special voting power has vested pursuant to Section 7(c)(i) above, a majority of the Continuing Directors may, and within 20 days after the written request of any holder of Series [H] Preferred Stock (addressed to the Continuing Directors at the Corporation's principal office) must (unless such request is received less than 90 days before the date fixed for the next annual or special meeting of the stockholders, in which event such election shall be held at such next annual or special meeting of stockholders), call a special meeting of the holders of Series [H] Preferred Stock, and any other class or series of preferred stock that ranks on parity with Series [H] Preferred Stock as to payment of dividends and for which dividends have not been paid, for the election of the two directors to be elected by them as provided in Section

7(c)(iii) below. The Preferred Directors shall each be entitled to one vote per director on any matter.

(iii) Notice for Special Meeting. Notice for a special meeting will be given in a similar manner to that provided in the Corporation's bylaws for a special meeting of the stockholders. The Preferred Directors elected at any such special meeting will hold office until the next annual meeting of the Corporation's stockholders unless they have been previously terminated or removed pursuant to Section 7(c)(iv). In case any vacancy in the office of a Preferred Director occurs (other than prior to the initial election of the Preferred Directors), the vacancy may be filled by the written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of the outstanding shares of Series [H] Preferred Stock (together with holders of any other class of the Corporation's authorized preferred stock having equivalent voting rights, whether or not the holders of such preferred stock would be entitled to vote for the election of directors if such default in dividends did not exist) to serve until the next annual meeting of the stockholders.

(iv) Termination; Removal. Whenever full dividends have been paid regularly on the Series [H] Preferred Stock and any other class or series of preferred stock that ranks on parity with Series [H] Preferred Stock as to payment of dividends, if any, for at least four consecutive Dividend Periods, then the right of the holders of Series [H] Preferred Stock to elect such additional two directors will cease (subject to the same provisions for the vesting of the special voting rights in the case of any similar non-payment of dividends in respect of future Dividend Periods) and the term of office of each Preferred Director so elected will immediately terminate and the number of directors constituting the Corporation's board of directors will be automatically reduced accordingly. Any Preferred Director may be removed at any time without cause by the holders of record of a majority of the outstanding shares of Series [H] Preferred Stock (together with holders of any other class of the Corporation's authorized preferred stock having equivalent voting rights, whether or not the holders of such preferred stock would be entitled to vote for the election of directors if such default in dividends did not exist) when they have the voting rights described in this Section 7(c).

(d) *Changes after Provision for Redemption.* No vote or consent of the holders of Series [H] Preferred Stock shall be required pursuant to Section 7(a), (b) or (c) above if, at or prior to the time when any such vote or consent would otherwise be required pursuant to such section, all outstanding Series [H] Preferred Stock shall have been redeemed, or notice of redemption has been given and sufficient funds shall have been irrevocably deposited in trust to effect such redemption.

Section 8. Conversion. The holders of Series [H] Preferred Stock shall not have any rights to convert such Series [H] Preferred Stock into shares of any other class of capital stock of the Corporation.

Section 9. Rank. Notwithstanding anything set forth in the Charter or these Articles Supplementary to the contrary, the Board of Directors or any duly authorized committee of the Board of Directors, without the vote of the holders of the Series [H] Preferred Stock, may authorize

and issue additional shares of Junior Stock, Parity Stock or, subject to the voting rights granted in Section 7, any class of securities ranking senior to the Series [H] Preferred Stock as to dividends and the distribution of assets upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

Section 10. Repurchase. Subject to the limitations imposed herein, the Corporation may purchase and sell Series [H] Preferred Stock from time to time to such extent, in such manner, and upon such terms as the Board of Directors or any duly authorized committee of the Board of Directors may determine; provided, however, that the Corporation shall not use any of its funds for any such purchase when there are reasonable grounds to believe that the Corporation is, or by such purchase would be, rendered insolvent.

Section 11. Unissued or Reacquired Shares. Shares of Series [H] Preferred Stock not issued or which have been issued, redeemed or otherwise purchased or acquired by the Corporation shall be restored to the status of authorized but unissued shares of preferred stock without designation as to series.

Section 12. No Sinking Fund. Shares of Series [H] Preferred Stock are not subject to the operation of a sinking fund.

SECOND: The Series [H] Preferred Stock has been classified and designated by the Board of Directors and the Committee, under the authority contained in the Charter.

THIRD: These Articles Supplementary have been approved by the Board of Directors and the Committee in the manner and by the vote required by law.

FOURTH: These Articles Supplementary shall become effective on [●].

FIFTH: The undersigned Chairman, President and Chief Executive Officer of the Corporation acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned Officer acknowledges that, to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties of perjury.

IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be signed in its name and on its behalf by its Chairman, President and Chief Executive Officer and attested to by its [duly authorized officer] on this [●] day of [●], [●].

ATTEST:

HUNTINGTON BANCSHARES INCORPORATED

By: _____

Name:

Title:

By: _____

Name: Stephen D. Steinour

Title: Chairman, President and Chief Executive Officer

Public Exhibit 2

Subsidiaries of TCF and TCF Bank

Subsidiaries of TCF

Name	Main Office Address	Name of Immediate Parent	Form of Equity / \$ Amount and %	Business Activity/Purpose of Subsidiary	State and Federal Banking Regulatory Authority	Licenses Held by Subsidiary	Explanatory Notes
First Place Capital Trust I	Troy, MI 48084	TCF		Established solely for the purpose of issuing trust-preferred securities and, with the proceeds of such issuances, purchasing subordinated debt from TCF.	12 U.S.C. § 1843(c)(1)(C); 12 C.F.R. § 225.22(b)(2)	None	Trust Preferred was acquired by Talmer Bank and Trust's acquisition of First Place Bank. Talmer Bank and Trust was subsequently acquired by Chemical Bank prior to Chemical Bank's merger with TCF Bank.
First Place Capital Trust II (Delaware)	Troy, MI 48084	TCF		Established solely for the purpose of issuing trust-preferred securities and, with the proceeds of such issuances, purchasing subordinated debt from TCF.	12 U.S.C. § 1843(c)(1)(C); 12 C.F.R. § 225.22(b)(2)	None	Trust Preferred was acquired by Talmer Bank and Trust's acquisition of First Place Bank. Talmer Bank and Trust was subsequently acquired by Chemical Bank prior to Chemical Bank's merger with TCF Bank.

Name	Main Office Address	Name of Immediate Parent	Form of Equity / \$ Amount and %	Business Activity/Purpose of Subsidiary	State and Federal Banking Regulatory Authority	Licenses Held by Subsidiary	Explanatory Notes
First Place Capital Trust III	Troy, MI 48084	TCF		Established solely for the purpose of issuing trust-preferred securities and, with the proceeds of such issuances, purchasing subordinated debt from TCF.	12 U.S.C. § 1843(c)(1)(C); 12 C.F.R. § 225.22(b)(2)	None	Trust Preferred was acquired by Talmer Bank and Trust's acquisition of First Place Bank. Talmer Bank and Trust was subsequently acquired by Chemical Bank prior to Chemical Bank's merger with TCF Bank.
First of Huron Capital Trust I	833 North Van Dyke, Bad Axe, MI 48413	TCF		Established solely for the purpose of issuing trust-preferred securities and, with the proceeds of such issuances, purchasing subordinated debt from TCF.	12 U.S.C. § 1843(c)(1)(C); 12 C.F.R. § 225.22(b)(2)	None	Trust Preferred was acquired by Talmer Bancorp's acquisition of First of Huron Corp. Talmer Bancorp was subsequently acquired by Chemical Financial Corporation. Chemical Financial Corporation subsequently acquired TCF and changed its name to TCF.
TCF National Bank	2508 S. Louise Ave, Sioux Falls SD 57106	TCF	100%	Commercial Banking	Bank Holding Company Act; National Bank Act	National Bank Charter with Full Trust Powers	

Subsidiaries of TCF Bank

Name	Main Office Address	Name of Immediate Parent	Form of Equity / \$ Amount and %	Business Activity/Purpose of Subsidiary	State and Federal Banking Regulatory Authority	Licenses Held by Subsidiary	Explanatory Notes
TVPX 2019 MSN 6800199 Business Trust	39 E. Eagle Ridge Dr., Ste. 201, North Salt Lake, UT 84054	TCF Bank is the 100% Beneficial Owner	Beneficial Owner – 100%	Grantor business trust to hold Cessna corporate aircraft.	12 U.S.C. § 1843(c)(5); 12 C.F.R. § 225.22(e)(1); 12 U.S.C. § 24(Seventh); 12 C.F.R. § 5.34(v)(A) & (B)	None	
TCF Servicing Company, LLC	¹ 200 Lake St. E., Wayzata, MN 55391	TCF Bank	Sole Member - 100%	Engage in reporting bank IRA customer distribution withdrawals.	12 U.S.C. § 1843(c)(5); 12 C.F.R. § 225.22(e)(1); 12 U.S.C. § 24(Seventh); 12 C.F.R. § 5.34(e)(5)(v)(J)	None	
TCF Management Corporation	1405 Xenium Lane N., Plymouth, MN 55441	TCF Bank	Common-Stock-100%	Engage in property management and holding company.	12 U.S.C. § 1843(c)(5); 12 C.F.R. § 225.22(e)(1); 12 U.S.C. § 24(Seventh); 12 C.F.R. §§ 5.34(e)(5)(v)(C) & (D); 12 C.F.R. § 7.1000(a)(2)(iii)	None	Approved OCC Corp Dec 97-13

¹ This address is in the process of being changed, as the building is no longer occupied by TCF.

Name	Main Office Address	Name of Immediate Parent	Form of Equity / \$ Amount and %	Business Activity/Purpose of Subsidiary	State and Federal Banking Regulatory Authority	Licenses Held by Subsidiary	Explanatory Notes
TCF Agency Insurance Services, Inc.	435 Water St., Excelsior, MN 55331	TCF Bank	Common Stock-100%	Engage in the insurance agency business.	12 U.S.C. § 1843(c)(5); 12 C.F.R. § 225.22(e)(1); 12 U.S.C. § 92; 12 C.F.R. § 7.1001; 12 U.S.C. § 24(Seventh) 12 C.F.R. §§ 5.34(e)(5)(v)(P) & (T)	Minnesota Resident Producer License; Arizona, Colorado, Illinois, Michigan, South Dakota and Wisconsin Non-Resident Producer Licenses	TCF Agency maintains an office in a town with a place the population of which is 5,000 or less to maintain grandfathered powers to underwrite certain insurance. Does not underwrite any insurance today.
TCF Commercial Finance, LLC	11100 Wayzata Blvd, Minnetonka, MN 55305	TCF Bank	Common Stock-100%	Engage in commercial lending to borrowers in Australia and others outside the United States.	12 U.S.C. § 1843(c)(5); 12 C.F.R. § 225.22(e)(1); 12 U.S.C. § 24(Seventh); 12 C.F.R. § 5.34(e)(5)(v)(C)	None	
TCF Inventory Finance, Inc.	1475 E. Woodfield Rd, Ste. 1100, Schaumburg, IL 60173	TCF Bank	Common Stock-100%	Engage in the inventory finance business. Extend loans for floor plan equipment, equipment delivered to customer directly from manufacturer, and business in all states.	12 U.S.C. § 1843(c)(5); 12 C.F.R. § 225.22(e)(1); 12 U.S.C. § 24(Seventh); 12 C.F.R. § 5.34(e)(5)(v)(C)	Vermont Commercial Lender License	
CHEMBACO LLC	235 East Main St., Midland, Michigan 48640	TCF Bank	Managing Member-100%	Engage in holding securities in nominee name for customers of Wealth Management	12 U.S.C. § 1843(c)(5); 12 C.F.R. § 225.22(e)(1); 12 U.S.C. § 92a; 12 C.F.R. Part 9	None	

Name	Main Office Address	Name of Immediate Parent	Form of Equity / \$ Amount and %	Business Activity/Purpose of Subsidiary	State and Federal Banking Regulatory Authority	Licenses Held by Subsidiary	Explanatory Notes
Gateway One Lending & Finance, LLC	160 N. Riverview Drive, Suite 100, Anaheim, CA 92808	TCF Bank	Membership Interest split TCF Bank with 75% and TCF Illinois Realty Investments LLC with 25%	Previously acquired consumer auto loans from auto dealers and serviced or collected for its own and sold portfolios	12 U.S.C. § 1843(c)(5); 12 C.F.R. § 225.22(e)(1); 12 U.S.C. § 24(Seventh); 12 C.F.R. §§ 5.34(e)(5)(v)(C) & (D)	UCCC/Consumer Notification – CO, IA, KS, UT, WI & WY Debt Collector – IA, ME, RI, TN Sale Finance – IL, ME, NE, & SC, VT Servicing - ME	Gateway sold its remaining portfolio in December 2019 and transferred all servicing and collection to another entity as of March 1, 2020. Gateway is still the servicer of record and Santander USA is the subservicer for certain auto loan securitizations and loan sales. Gateway is continuing to evaluate and surrender licenses.
-TCF Auto Receivables, LLC	² 200 Lake Street East, Wayzata, MN 55391	Gateway One Lending & Finance, LLC	Sole Equity Member-100%	Securitizations of auto loans.	12 U.S.C. § 1843(c)(5); 12 C.F.R. § 225.22(e)(1); 12 U.S.C. § 24(Seventh); 12 C.F.R. §§ 1.3(g), 5.34(e)(5)(v)(C) & (D)	None	

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Name	Main Office Address	Name of Immediate Parent	Form of Equity / \$ Amount and %	Business Activity/Purpose of Subsidiary	State and Federal Banking Regulatory Authority	Licenses Held by Subsidiary	Explanatory Notes
TCF Investments Management, Inc.	³ 200 Lake St. E., Wayzata, MN 55391	TCF Bank	Common Stock-100%	Engage in the business of holding certain loan and investment portfolios assigned to it by TCF Bank.	12 U.S.C. § 1843(c)(5); 12 C.F.R. § 225.22(e)(1); 12 U.S.C. § 24(Seventh); 12 C.F.R. §§ 5.34(e)(5)(A), (C), & (D)	None	
-TCF International Operations, Inc.	⁴ 200 Lake St. E., Wayzata, MN 55391	TCF Investments Management, Inc.	Common Stock-100%	Engage in the general business activities including software, investment portfolio and international operations management	12 U.S.C. § 1843(c)(5); 12 C.F.R. § 225.22(e)(1); 12 U.S.C. § 24(Seventh); 12 C.F.R. §§ 5.34(e)(5)(v)(A), (B) & (H)	None	
--TCF Illinois Reality Investments, LLC	⁵ 200 Lake St. E., Wayzata, MN 55391	TCF International Operations, Inc.	Ordinary Membership Interest-100%	Engage in the business of holding certain loan and investment portfolios assigned to it be TCF Bank.	12 U.S.C. § 1843(c)(5); 12 C.F.R. § 225.22(e)(1); 12 U.S.C. § 24(Seventh); 12 C.F.R. §§ 5.34(e)(5)(A), (C) & (D)	None	
--Winthrop Resources Holdings I, LLC	11100 Wayzata Blvd, Minnetonka, MN 55305	TCF International Operations, Inc.	Ownership Interest-100%	Engage in holding foreign-leased assets and in general business activity allowed by law.	12 U.S.C. § 1843(c)(5); 12 C.F.R. § 225.22(e)(1); 12 U.S.C. § 24(Seventh); 12 C.F.R. §§ 5.34(C), (D) & (M)	None	

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⁴ This address is in the process of being changed, as the building is no longer occupied by TCF.

⁵ This address is in the process of being changed, as the building is no longer occupied by TCF.

Name	Main Office Address	Name of Immediate Parent	Form of Equity / \$ Amount and %	Business Activity/Purpose of Subsidiary	State and Federal Banking Regulatory Authority	Licenses Held by Subsidiary	Explanatory Notes
TCFIF Joint Venture I, LLC	1475 E. Woodfield Rd., Ste. 1100, Schaumburg, IL 60173	TCF Bank	Membership Interest-100%	Separate LLC jointly owned by subsidiaries of TCF Inventory Finance, Inc. and The Toro Company as part of a joint venture that TCF Inventory Finance, Inc. and The Toro Company formed. TCFIF Joint Venture I, LLC will not engage in any business activities other than serving as a member in Red Iron Acceptance, LLC.	12 U.S.C. § 1843(c)(5); 12 C.F.R. § 225.22(e)(1); 12 U.S.C. § 24(Seventh); 12 C.F.R. § 5.36; 12 C.F.R. § 5.34(e)(5)(v)(A) & (C)	None	
-Red Iron Acceptance, LLC	1475 E. Woodfield Rd., Ste. 1100, Schaumburg, IL 60173	EVERGEENIF Joint Venture I, LLC	Membership Interest-55%	Engaged in commercial inventory financing to distributors and dealers of The Toro Company. TCFIF Joint Venture I, LLC and Red Iron Holding Corporation acquired 55% and 45% of the total equity interests of Red Iron Acceptance, LLC, respectively.	12 U.S.C. § 1843(c)(5); 12 C.F.R. § 225.22(e)(1); 12 U.S.C. § 24(Seventh); 12 C.F.R. § 5.36; 12 C.F.R. §§ 5.34(e)(5)(v)(C)	Vermont Commercial Lender License	

Name	Main Office Address	Name of Immediate Parent	Form of Equity / \$ Amount and %	Business Activity/Purpose of Subsidiary	State and Federal Banking Regulatory Authority	Licenses Held by Subsidiary	Explanatory Notes
TCF Bank International, Inc.	200 Lake St. E., Wayzata, MN 55391	TCF Bank	Common Stock- 100%	Engage in holding all of the capital stock of TCF Commercial Finance Canada, Inc.; TCF Commercial Finance Australia Pty Ltd; and TCF Commercial Finance New Zealand Limited	Federal Reserve Act Section 25A; 12 C.F.R. § 211.5	None	Regulated by the Federal Reserve as an Edge Corporation
-TCF Commercial Finance Australia Pty Ltd	6 Lord Street, Botany, New South Wales 2019	TCF Bank International, Inc.	Issued Shares- 100%	Engage in portfolio servicing in Australia	Federal Reserve Act Section 25A 12 C.F.R. §§ 211.5 & 211.8	None	
-TCF Commercial Finance New Zealand Limited	Simpson Grierson, Level 27, Lumley Centre, 88 Shortland Street, Auckland	TCF Bank International, Inc.	Issued Shares- 100%	Engage in commercial financing in New Zealand.	Federal Reserve Act Section 25A 12 C.F.R. §§ 211.5 & 211.8	None	
-TCF Commercial Finance Canada, Inc.	700 Dorval Drive, Suite 102, Oakville, Ontario Canada	TCF Bank International, Inc.	Issued Shares- 100%	Engage in commercial financing in Canada and organized as a Canadian Federal Corporation.	Federal Reserve Act Section 25A 12 C.F.R. §§ 211.5 & 211.8	None	TCF Bank was required to obtain an approval to have a foreign establishment in Canada under the Canadian Banking Act.
The TCF Foundation*	1405 Xenium Lane N., Plymouth, MN 55441	TCF Bank	No Stock – Controlled by TCF Bank	A non-profit corporation	12 U.S.C. § 24(Eleventh); 12 C.F.R. Part 24		

TCF has investments in various affordable housing limited liability entities that either operate qualified affordable housing projects or invest in other limited liability entities formed to operate affordable housing projects. In many cases, TCF owns up to 100% of the

limited liability entity, but in no case does TCF exercise operational control of the entity. TCF does not consider these entities to be operating subsidiaries.

TCF National Bank also owns the following special purpose entities and other investment entities (100% ownership if not otherwise noted): Unless otherwise noted, all are related to low income housing tax credit, historic tax credits, or new market tax credit investments that are Public Welfare investments under 12 C.F.R. Part 24(Eleventh) and 12 C.F.R. Part 24.

- (1) Midtown Investors, LLC
 - a. Midtown Credit Partners is owned 66.67% by Midtown Investors I LLC, a wholly-owned subsidiary of TCF Bank, and 33.33% by an unrelated third-party investor.
- (2) LMFC Community Equity, LLC
 - a. Thomas Edison Inn Investment Fund LLC is a wholly-owned subsidiary of LMFC Community Equity LLC, which is a wholly-owned subsidiary of TCF Bank.
- (3) Hart Seniors Investors, LLC
- (4) Coldwater Kerr Investors, LLC
- (5) Fremont Gateway Investor, LLC
- (6) Mill Creek Investors, LLC
- (7) Plaza InSite Investor, LLC
- (8) Grandview Marquette Investor, LLC
- (9) Elliott Building Investor, LLC
- (10) Wurlitzer Master Tenant Investor, LLC
- (11) Casamira Investor, LLC
- (12) 6568 Woodward Investor, LLC
- (13) Metea Court Investor, LLC
- (14) SVRC Marketplace Investor, LLC
- (15) Miller Court Investor, LLC
- (16) Metropolitan Master Tenant Investor, LLC
- (17) 2101 Superior Investor, LLC
- (18) Mueller Building Investor, LLC
- (19) Norman Towers Investor, LLC
- (20) Lofts of West 9 Investor, LLC
- (21) Berkshire Niles Investor, LLC
- (22) Midtown Inspirion Investor, LLC
- (23) West Highland Investor, LLC
- (24) Auburn Square Investor, LLC

- (25) Stockbridge Investor, LLC
- (26) 501 Eastern Investor, LLC
- (27) Ariel on Broadway Investor, LLC
- (28) Maple Hill Investor, LLC
- (29) Blackhawk Commons Investor, LLC
- (30) 2707 Barber Investor, LLC
- (31) AK Master Tenant Investor, LLC
- (32) 640 Temple Investor, LLC
- (33) Kalamazoo Creamery Investor, LLC
- (34) Prestwick Village II Investor, LLC
- (35) Law Building Investor, LLC
- (36) Milnes Plaza Investor, LLC
- (37) Grand Circus Investor, LLC
- (38) Ferguson Apartments Investor, LLC
- (39) Berkley Place Investor, LLC
- (40) Alma Opera Block Investor, LLC
- (41) 28 West Investor, LLC
- (42) 6001 Cass Investor, LLC
- (43) Antoine Court Investor, LLC
- (44) Eastern Elementary Investor, LLC
- (45) Washington Building Investor, LLC
- (46) Felch Street Investor, LLC
- (47) Hillcrest Investor, LLC
- (48) Marwood Investor, LLC

Other:

- (49) NCTI III LP (3.81%)
- (50) GROW MICHIGAN, LLC (3.30%) (Community and economic development entity 12 CFR part 24)
- (51) THE BLACKSTONE GROUP, INC. (4000 UNITS)
- (52) UFC LIMITED PARTNERSHIP (10.99%)
- (53) Larkin Parking Structure Condominium Association, Inc. (33.00%) - Corporation for condominium owners in a Midland MI parking structure (own 1 of 3 floors) 12 U.S.C. § 29 (Second, Third, Fourth); 12 CFR 5.34(e)(5)(v)(A); 12 CFR § 7.1000(a)(2)(iii); 12 C.F.R. 34 Subpart E.

Public Exhibit 3

Summary of the Principal Terms of the Holdco Merger Agreement

SUMMARY OF PRINCIPAL TERMS OF THE PROPOSED TRANSACTION
pursuant to the
Agreement and Plan of Merger
by and between
Huntington Bancshares Incorporated and
TCF Financial Corp. (“Holdco Merger Agreement”)

Structure	<p>TCF Financial Corp. (“<u>TCF</u>”) will merge with and into Huntington Bancshares Incorporated (“<u>Huntington</u>”), with Huntington continuing as the surviving corporation (the “<u>Holdco Merger</u>”).</p> <p>Immediately following the Holdco Merger, TCF’s wholly owned bank subsidiary, TCF National Bank, will merge with and into Huntington’s wholly owned bank subsidiary, The Huntington National Bank, with The Huntington National Bank continuing as the surviving bank (the “<u>Bank Merger</u>”).</p>
Consideration	<p>Each outstanding share of TCF common stock will be converted into the right to receive 3.0028 shares of Huntington common stock (the “<u>Exchange Ratio</u>”).</p>
Treatment of TCF Preferred Stock	<p>Each outstanding share of TCF’s 5.70% Series C preferred stock will be converted into the right to receive one share of a newly issued series of Huntington preferred stock (“<u>New Huntington Preferred Stock</u>”) with the terms set forth in the form of Articles Supplementary designating the New Huntington Preferred Stock attached to the Holdco Merger Agreement.</p>
Treatment of Equity Awards	<p><i>Stock Options:</i> Each outstanding TCF stock option will be converted into an option to purchase shares of Huntington common stock, with the exercise price and the number of shares of Huntington common stock underlying the converted option adjusted based on the Exchange Ratio.</p> <p><i>Restricted Stock:</i> Each unvested restricted stock award in respect of TCF common stock that is held by a non-employee director will vest and be converted into the right to receive the merger consideration. Each other unvested restricted stock award will be converted into a restricted stock award in respect of Huntington common stock, with the number of shares of Huntington common stock underlying such converted restricted stock award adjusted based on the Exchange Ratio.</p> <p><i>Restricted Stock Units (RSUs):</i> Each RSU award in respect of TCF common stock will be converted into an RSU award in respect of Huntington common stock, with the number of shares of Huntington common stock underlying the converted RSU award adjusted based on the Exchange Ratio. Any applicable performance goals will be deemed satisfied at the greater of the target and actual level of performance through the most recently completed quarter prior to closing.</p> <p><i>Deferred Stock Awards:</i> Each deferred stock award in respect of TCF common stock will be converted into a deferred stock award in respect of Huntington common stock, with the number of shares of Huntington common stock underlying such converted deferred stock award adjusted based on the Exchange Ratio.</p>
Governance; Foundation	<p><u>Governance</u></p> <p>The Holdco Merger Agreement provides that, at the closing, the size of the Huntington board will be increased by five directors to accommodate the appointment of five current TCF directors to the Huntington board, subject to the reasonable approval of the Huntington board, and one of such five directors will not stand for re-election to the Huntington board at Huntington’s 2022 annual meeting of shareholders. The Holdco Merger Agreement provides that Gary Torgow will be appointed Chairman of</p>

	<p>The Huntington National Bank board at closing. The Holdco Merger Agreement also provides that, following the closing, the meetings of the Huntington board and, following the closing of the Bank Merger, the board of directors of The Huntington National Bank, will rotate between (i) Columbus and (ii) Detroit / Minneapolis.</p> <p>The Holdco Merger Agreement provides that Huntington will have dual headquarters for banking operations in Columbus, Ohio, and Detroit, Michigan, with the headquarters of the consumer banking operations located in Columbus, Ohio and the headquarters of the commercial banking operations located in Detroit, Michigan. Huntington’s headquarters and the main office of The Huntington National Bank will be located in Columbus, Ohio.</p> <p><u>Foundation</u></p> <p>The Holdco Merger Agreement provides that, at closing, Huntington will contribute \$50 million to establish a new Huntington Donor Advised Fund at the Community Foundation for Southeast Michigan (the “<u>Foundation</u>”), dedicated to supporting primarily any markets in which Huntington operates. Gary Torgow and David Provost will recommend and allocate the funds in a manner generally consistent with Huntington’s recommended charitable giving guidelines and will periodically report to Huntington regarding the activities, contributions and grants made by the Foundation. Messrs. Torgow and Provost may fully distribute the Foundation’s funds over a seven-year period from the closing (and may not fully distribute the funds prior to the end of such seven-year period).</p> <p><u>Charter Amendment</u></p> <p>At closing, Huntington’s charter will be amended to increase the number of authorized shares of Huntington common stock by 750 million shares.</p>
<p>Conditions to Closing the Holdco Merger</p>	<p>Each party’s obligation to close the Holdco Merger is subject to the following conditions:</p> <ul style="list-style-type: none"> • approval of the Holdco Merger and the Huntington charter amendment by the shareholders of Huntington (each by 2/3 of the votes entitled to be cast) and approval of the Holdco Merger Agreement by the shareholders of TCF (by a majority of the votes entitled to be cast); • receipt of required regulatory approvals, without any approval resulting in a condition that would reasonably be likely to have a material adverse effect on the combined company; • absence of any law or injunction prohibiting the Holdco Merger; • effectiveness of the S-4 registration statement for the Huntington shares to be issued in the Holdco Merger; • authorization for listing on the NASDAQ of the shares of Huntington common stock and preferred stock to be issued in the Holdco Merger; • receipt of a tax opinion from its counsel to the effect that the Holdco Merger qualifies as a “reorganization” for tax purposes; and • the accuracy of the other party’s representations and warranties as of the date of the Holdco Merger Agreement and as of the closing date, and performance of its covenants, generally subject to customary materiality standards.
<p>No Shop; Shareholder Recommendation</p>	<p>TCF has agreed to non-solicitation covenants restricting TCF from soliciting or negotiating competing business combination proposals or changing its recommendation that its shareholders approve the Holdco Merger Agreement. TCF’s non-solicitation commitments are subject to a customary fiduciary duty exception</p>

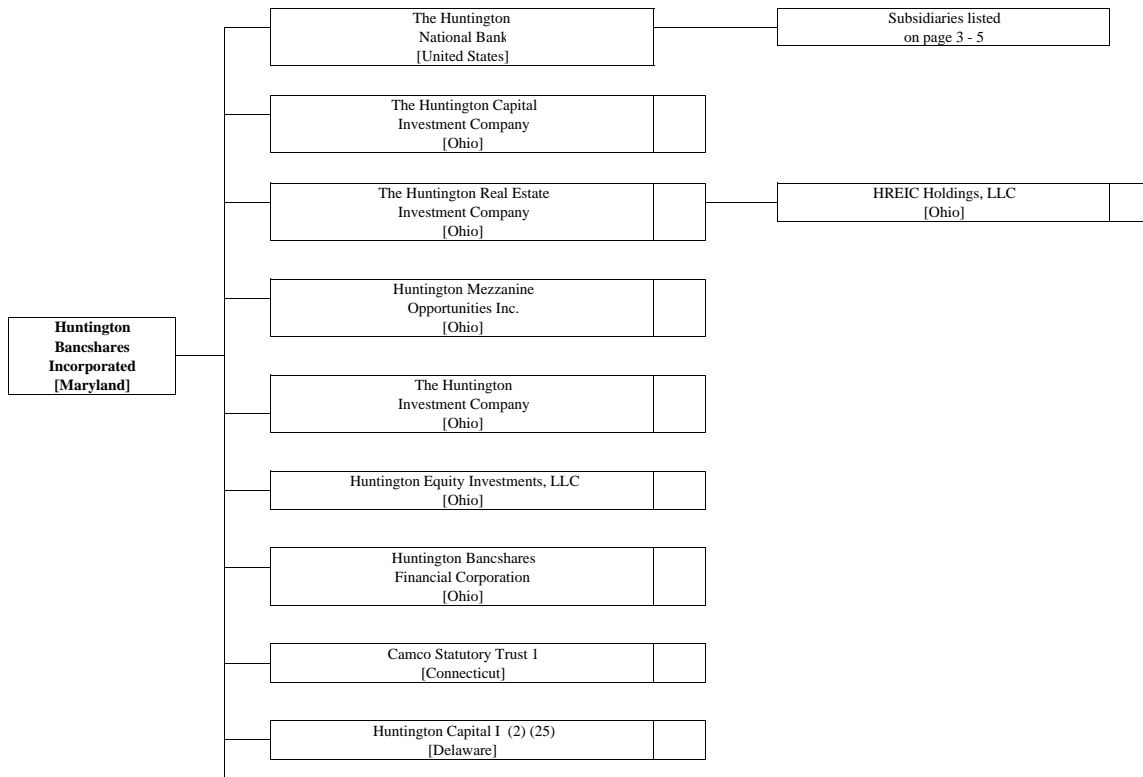
	<p>permitting its board of directors to engage in discussions regarding an unsolicited proposal prior to the receipt of the TCF shareholder approval of the Holdco Merger Agreement to the extent that the board determines in good faith that failure to do so would more likely than not result in a violation of its fiduciary duties.</p> <p>Each party’s board of directors is not permitted to change its recommendation of the Holdco Merger to its shareholders unless it determines that failure to do so would more likely than not result in a violation of its fiduciary duties.</p> <p>Neither party may terminate the Holdco Merger Agreement on account of a competing business combination proposal, and each party is required to submit the Holdco Merger to a vote at its shareholder meeting, even if its board of directors changes its recommendation to shareholders.</p>
<p>Termination Rights</p>	<p>The Holdco Merger Agreement is terminable at any time prior to the closing by mutual consent, and in the following limited circumstances:</p> <ul style="list-style-type: none"> • by TCF or Huntington if there is a final injunction prohibiting the closing or if a required regulatory approval has been finally denied (unless the failure to obtain a regulatory approval is due to the terminating party’s breach of its covenants); • by TCF or Huntington if the Holdco Merger has not been consummated by the first anniversary of the Holdco Merger Agreement (the “<u>Termination Date</u>”) (so long as the terminating party’s breach of its covenants is not the cause of the delay); • by either party if there is an uncured or incurable breach by the other party of any of its representations or covenants that would result in the failure of a closing condition; • by Huntington if TCF or its board of directors has withdrawn its recommendation that its shareholders approve the Holdco Merger Agreement, failed to make such recommendation in the joint proxy statement, recommended a competing business combination, or failed to recommend against a competing business combination or to reaffirm its recommendation of the Holdco Merger Agreement upon request (any of the foregoing, a “<u>Recommendation Change</u>”), or materially breached its covenants related to the no-shop and shareholder approval; or • by TCF if Huntington or its board of directors has made a Recommendation Change, or materially breached its covenants related to shareholder approval. <p>TCF and Huntington have agreed, in the event that either party fails to obtain the requisite vote of its shareholders to approve the Holdco Merger at its shareholder meeting, to in good faith use its reasonable best efforts to negotiate a restructuring of the transaction (other than material terms, including the amount or kind of Merger consideration, or with respect to the tax treatment of the Holdco Merger) and/or resubmit the Holdco Merger to its shareholders for approval.</p>
<p>Termination Fee</p>	<p>A cash termination fee of \$238,800,000 will be payable by either TCF or Huntington if: (1) such party receives a competing business combination proposal, its shareholders fail to approve the Holdco Merger and the Holdco Merger Agreement is then terminated because the Termination Date is reached (or is terminated in other limited circumstances) and within 12 months of termination such party accepts a competing business combination proposal or (2) the Holdco Merger Agreement is terminated because such party made a Recommendation Change or materially breached its covenants related to shareholder approval or, in the case of TCF, the no-shop.</p>

Employee Matters	<p><i>Post-Closing Compensation and Benefits.</i> Huntington will provide each continuing TCF employee with the following compensation and benefits for the periods specified below:</p> <ul style="list-style-type: none"> • during the one year period following the closing, (i) annual base salary or wages that are no less than that in effect for each employee prior to the closing, and (ii) severance benefits under TCF’s new proposed severance schedule, subject to such employee’s execution of a release of claims; • during the period from the closing through December 31, 2021, (i) target incentive opportunities (excluding equity-based awards but including any annual or short term cash incentive) that are no less favorable than those provided to each employee prior to the closing, and (ii) employee benefits (other than severance) that are substantially comparable in the aggregate to those provided to such employees prior to the closing; and • during the period from January 1, 2022 through the first anniversary of the closing, target incentive opportunities (including equity-based awards) and employee benefits (other than severance) that are substantially comparable in the aggregate to those provided to similarly situated employees of Huntington (with the TCF employees’ participation to take into account their prior service with TCF).
Other Agreements	<p>The Holdco Merger Agreement also contains customary covenants of the parties with respect to access to information, SEC filings (including the filing of a joint proxy statement for the meetings of Huntington and TCF shareholders and a registration statement for the Huntington shares to be issued in the Holdco Merger), cooperation to obtain regulatory and other approvals and consents, Huntington’s commitment to provide customary D&O insurance and indemnity, public announcements, shareholder litigation and assumption of TCF’s outstanding indebtedness.</p>
Conduct of Business Covenants	<p>Until the closing, TCF is subject to customary covenants and restrictions requiring it to refrain from certain specified actions and conduct its business in the ordinary course.</p>
Representations and Warranties	<p>TCF has made customary public company representations and warranties with respect to its and its subsidiaries’ business. Huntington has made more limited representations and warranties.</p>

Public Exhibit 4

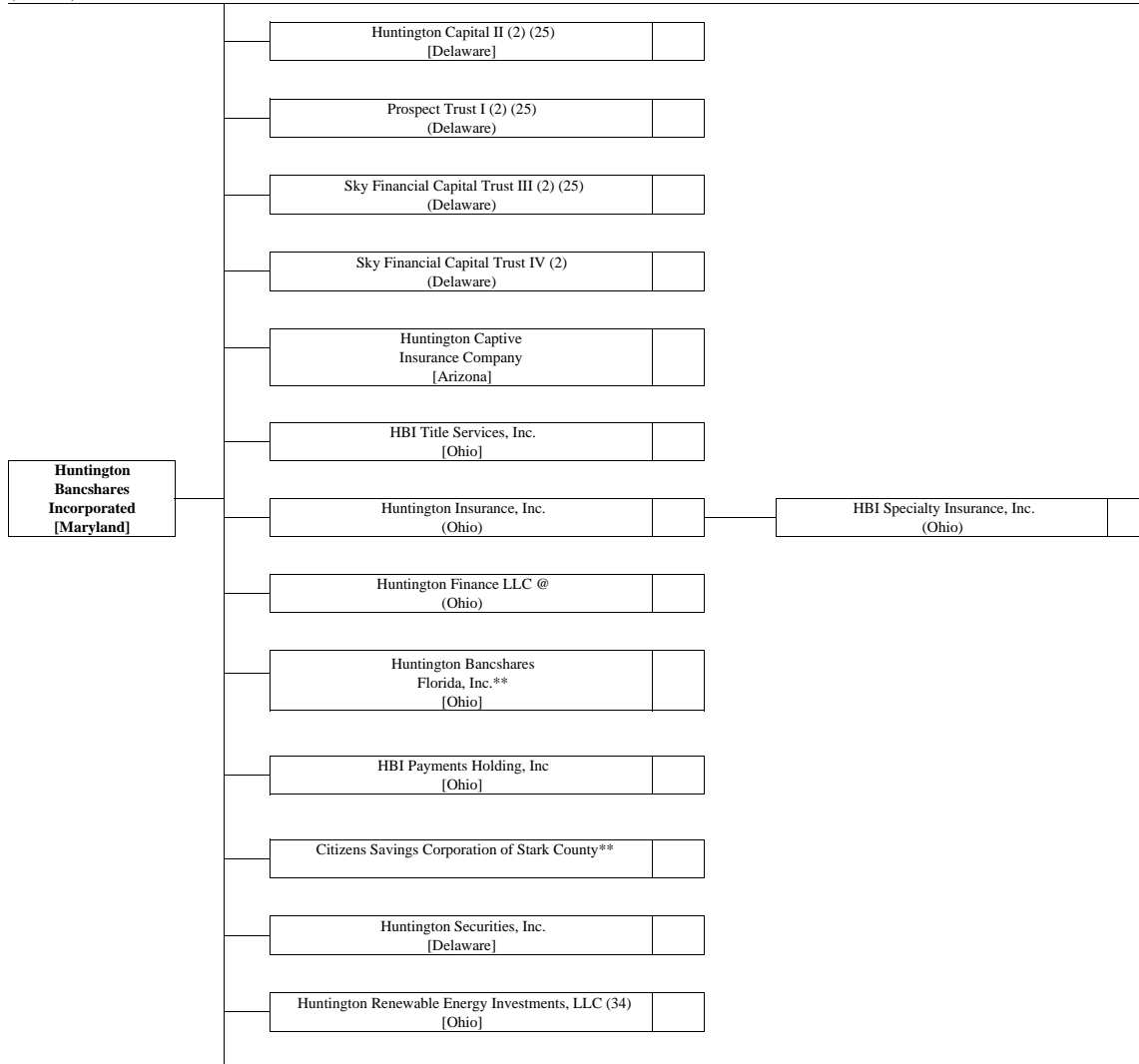
Huntington Organization Chart

**Current Organization Chart of Huntington Bancshares Incorporated
(prior to acquisition of TCF Financial Corporation)**



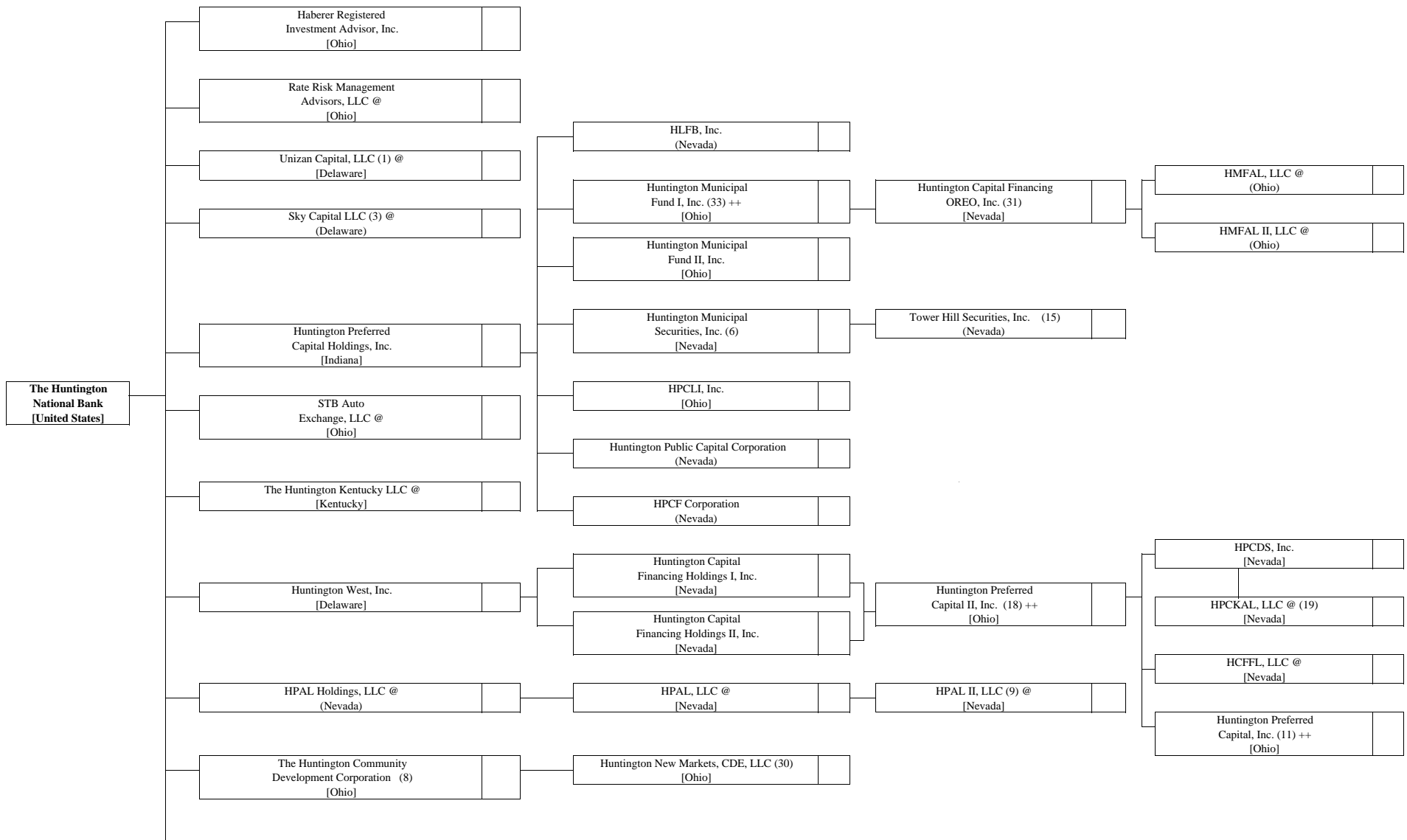
**Current Organization Chart of Huntington Bancshares Incorporated
(prior to acquisition of TCF Financial Corporation)**

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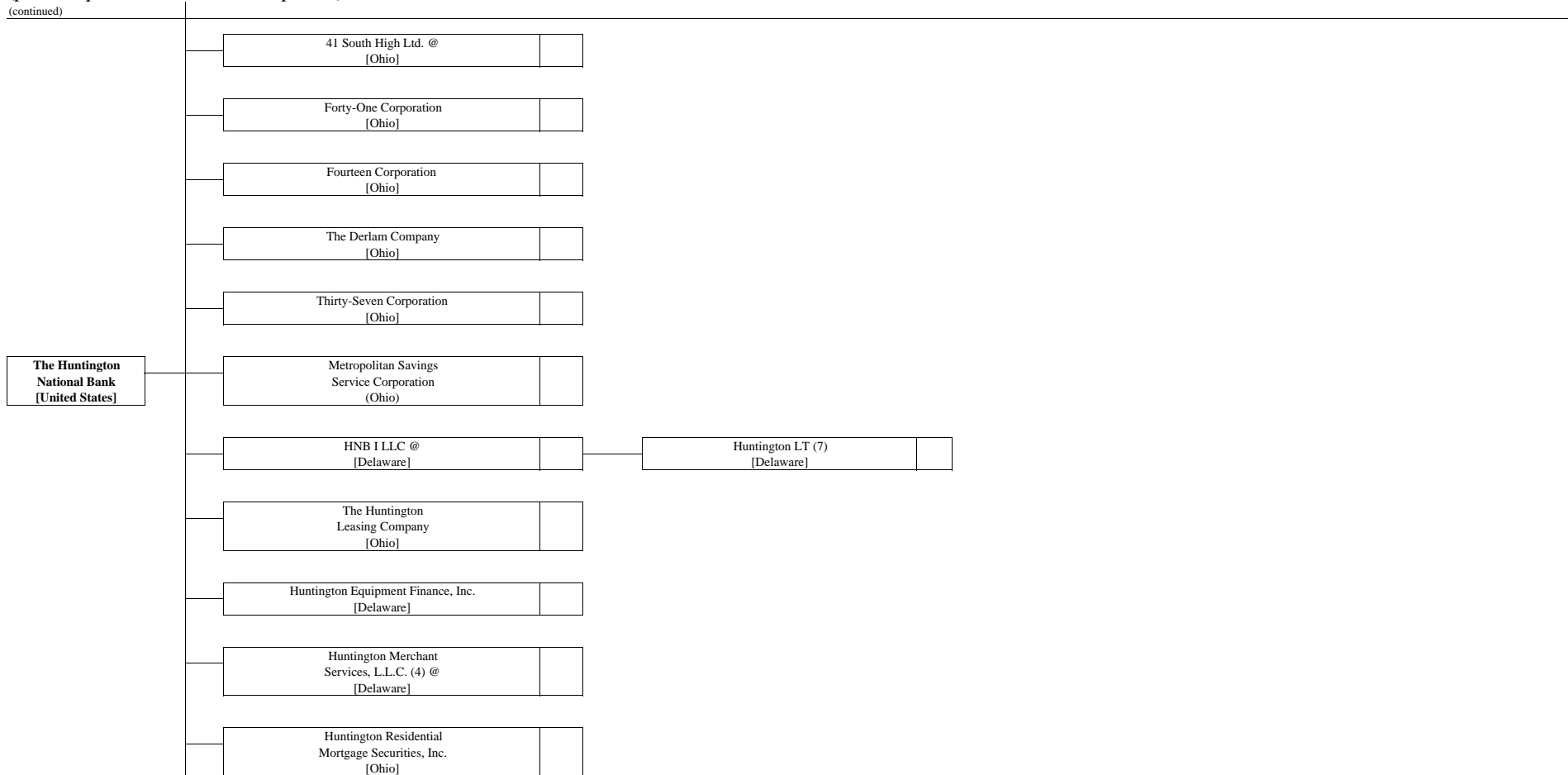
**Current Organization Chart of Huntington Bancshares Incorporated
(prior to acquisition of TCF Financial Corporation)**

(continued)



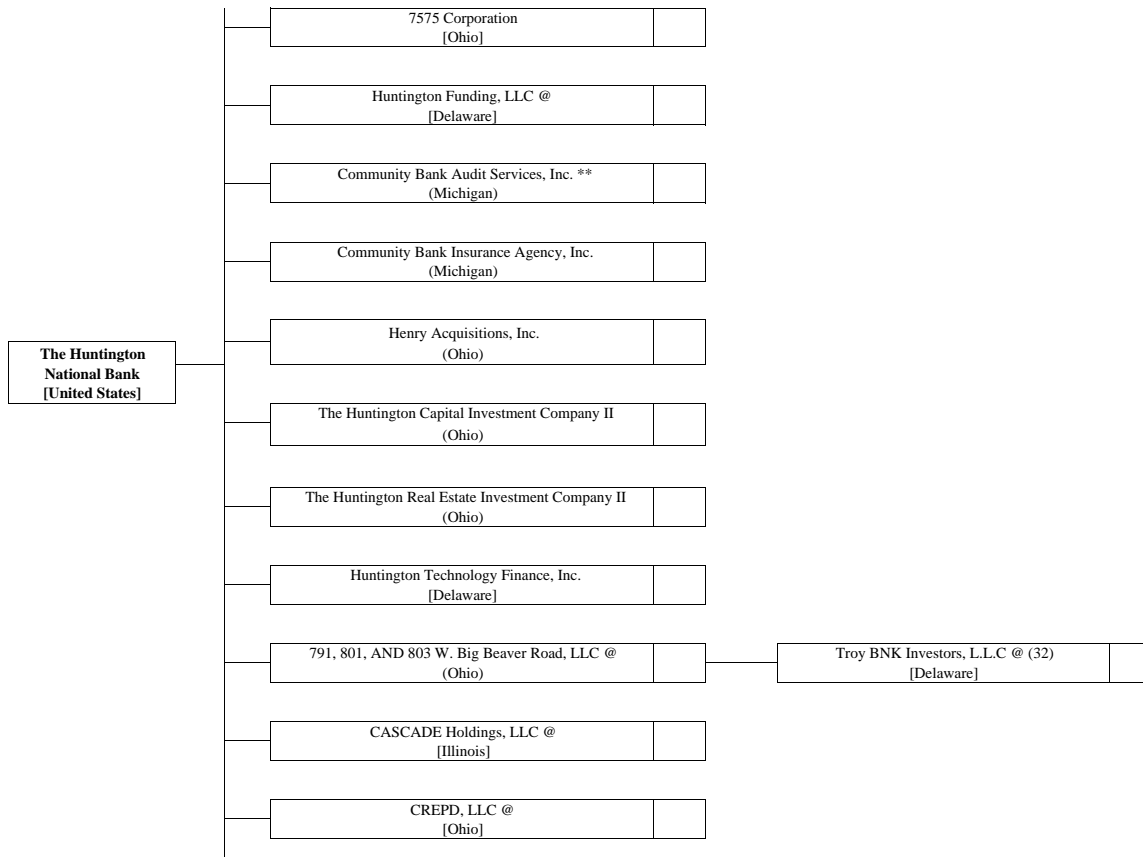
**Current Organization Chart of Huntington Bancshares Incorporated
(prior to acquisition of TCF Financial Corporation)**

(continued)



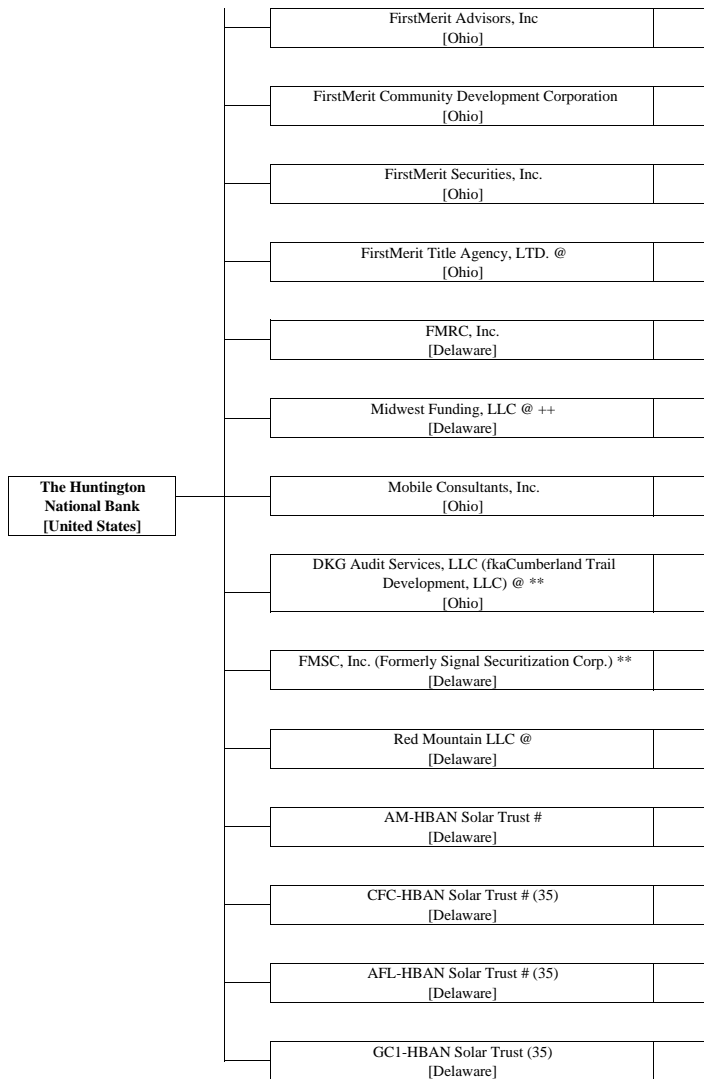
**Current Organization Chart of Huntington Bancshares Incorporated
(prior to acquisition of TCF Financial Corporation)**

(continued)



**Current Organization Chart of Huntington Bancshares Incorporated
(prior to acquisition of TCF Financial Corporation)**

(continued)



Current Organization Chart of Huntington Bancshares Incorporated

Footnotes

(prior to acquisition of TCF Financial Corporation)

- (1) Trust preferred stock is 30% owned by Huntington Capital Financing OREO, Inc. and 70% owned by HBI.
- (2) Delaware statutory trust where HBI owns 100% of voting securities.
- (3) Trust preferred stock is 30% owned by Huntington Capital Financing OREO, Inc. and 70% owned by HBI.
- (4) Class A voting interest: 1% owned by HNB and 99% owned by First Data Merchant Services Corporation (unaffiliated); Class B non-voting interest: 100% owned by HNB.
- (5) Reserved.
- (6) 607,799,487.43 common shares owned by Huntington Preferred Capital Holdings, Inc. and 7 common shares owned by HBI.
- (7) Delaware statutory trust of which HNB I LLC is grantor and initial beneficiary.
- (8) The Huntington Community Development Corporation has subsidiaries that are excluded from reporting on form FR Y-10 as public welfare investments, and these subsidiaries are not shown on this chart. The Legal Department should be contacted if information is needed about these subsidiaries.
- (9) 98.5% owned by HPAL, LLC and 1.5% owned by HPCDS, Inc.
- (10) Reserved.
- (11) 11,130,000 common shares owned by Huntington Preferred Capital II, Inc., and 2,870,000 common shares owned by Huntington Preferred Capital Holdings, Inc.
Preferred shares: Class A -- 897 shares owned by Huntington Preferred Capital Holdings, Inc. and 103 shares owned by present and former Huntington employees to meet 100 person test for being a REIT.
Class B -- 30% owned by Huntington Preferred Capital II, Inc. and 70% owned by HBI.
Class C -- authorized but none currently issued; previously 100% owned by outside public shareholders but redeemed 12/31/13
Class D -- authorized but none currently issued
Class E -- 100% owned by Tower Hill Securities, Inc.
- (12) Reserved.
- (13) Reserved.
- (14) Reserved.
- (15) Huntington Municipal Securities, Inc. owns 100% of Common Shares, which has 100% of voting interest, Huntington Preferred Capital Holdings, Inc. owns 100% of the Class A preferred stock, with no voting rights.
- (16) Reserved.
- (17) Reserved.
- (18) 90 common shares owned by Huntington Preferred Capital Holdings, Inc., 164 common shares owned by HNB, 75,757 common shares owned by Huntington Capital Financing Holdings I, Inc., 75,757 common shares owned by Huntington Capital Financing Holdings II, Inc, Preferred shares: Class A -- 187 shares owned by present and former Huntington employees to meet 100 person test for being a REIT; 449 shares owned by Huntington Capital Financing Holdings I, Inc.; 448 shares owned by Huntington Capital Financing Holdings II, Inc; 916 shares held by HPCH.
Class B -- 60,971.56 shares owned by HPCH; 72 shares owned by HNB.
Class C--authorized but none currently issued
Class D -- 1,172,20383 shares owned by HPCH and 343,969 shares owned by Huntington Municipal Fund I, Inc.
Class E -- 100% owned by HNB
Class F-- 100% owned by MUFG (unaffiliated)
Class G -- 100% owned by MUFG (unaffiliated)
Class I -- 100% owned by MUFG (unaffiliated)
- (19) 95% owned by HPCDS, Inc. and 5% owned by Huntington Preferred Capital II, Inc.
- (20) Reserved.
- (21) Reserved.
- (22) Reserved.
- (23) Reserved.
- (24) Reserved.

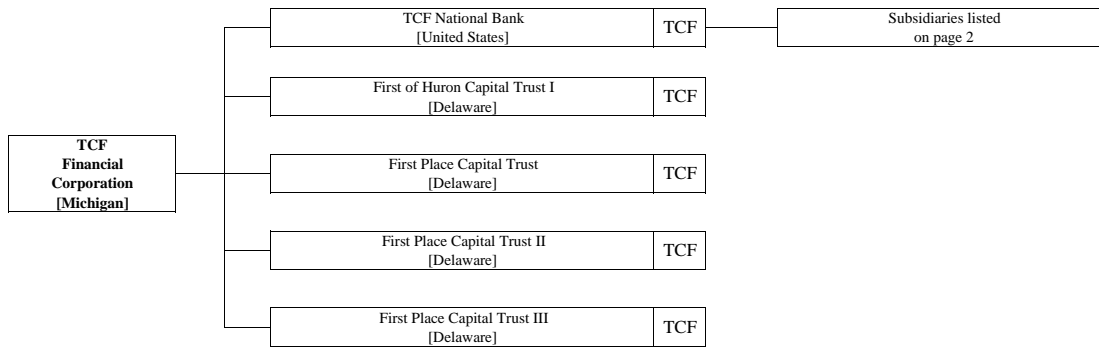
- (25) Deconsolidated for financial reporting upon implementation of FIN 46.
- (26) Reserved.
- (27) Reserved.
- (28) Reserved.
- (29) Reserved.
- (30) This company was exempt from reporting a FRY-10 report since it is a public welfare investment subject to the CD-1 notice process under OCC's regulations in 12 CFR Part 24
- (31) 63.3% Owned by Huntington Municipal Funding I, Inc. and 36.7% owned by HCFFL, LLC.
- (32) 100% Owned by 791, 801, AND 803 W. Big Beaver Road, LLC
- (33) Huntington Preferred Capital Holdings Inc. owns 100% of Common Shares, which has 100% of voting interest, Huntington Preferred Capital Holdings, Inc. owns 896 of the non-voting Class A preferred shares and individuals own 104 shares
- (34) FR Y-10 to be filed after business activity commences.
- (35) Entity is a Special Purpose Vehicle formed for specific leasing transactions and does not meet the criteria for an FR Y-10 filing.
- @ Limited liability company.
- ++ Real estate investment trust (REIT) for tax purposes.
- ** Inactive.
- # Wilmington Trust, National Association is the Trustee of the trust

Note: All subsidiaries are 100% owned unless otherwise indicated. The jurisdiction in brackets is the jurisdiction of organization.
HBI = Huntington Bancshares Incorporated
HNB = The Huntington National Bank

Public Exhibit 5

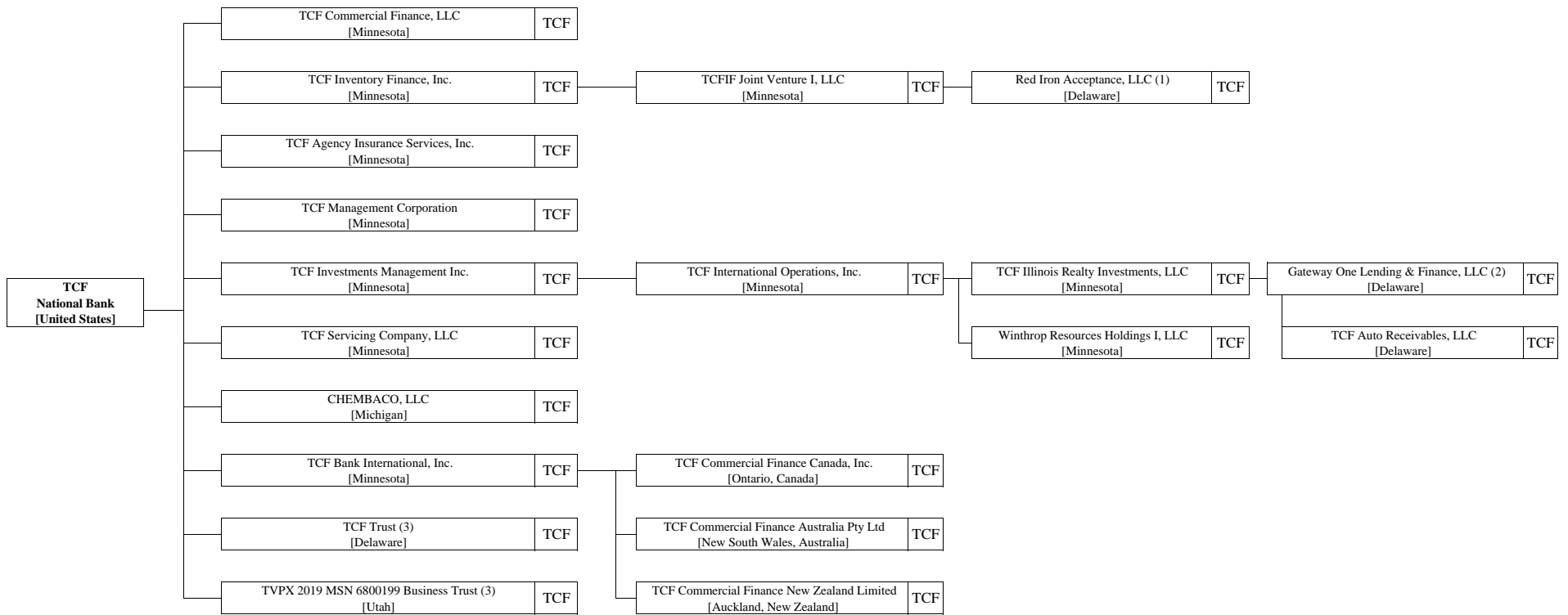
TCF Organization Chart

**Current Organization Chart of TCF Financial Corporation and Subsidiaries
(prior to acquisition by Huntington Bancshares Incorporated)**



**Current Organization Chart of TCF Financial Corporation and Subsidiaries
(prior to acquisition by Huntington Bancshares Incorporated)**

(continued)



**Current Organization Chart of TCF Financial Corporation and Subsidiaries
(prior to acquisition by Huntington Bancshares Incorporated)
Footnotes**

- (1) 55% owned by TCFIF Joint Venture I, LLC
- (2) 25% owned by TCF Illinois Realty Investments, LLC and 75% owned by TCF National Bank (to transfer to The Huntington National Bank)
- (3) Not reportable on FR Y-10

Note: All subsidiaries are 100% owned unless otherwise indicated. The jurisdiction in brackets is the jurisdiction of organization.
TCF = TCF Financial Corporation

Public Exhibit 6

Form of Newspaper Notice for the Bank Merger Act Application

Notice of Application for the Merger of
TCF National Bank
into
The Huntington National Bank

Notice is given that application has been made to the Comptroller of the Currency, 400 7th Street, SW, Washington, D.C. 20219, on or about January 11, 2021, for consent to merge TCF National Bank (“TCF Bank”), main office located at 2508 South Louise Ave., Sioux Falls, SD 57106, into The Huntington National Bank (“Huntington Bank”), main office located at 17 South High St., Columbus, OH 43215 (the “Bank Merger”).

TCF Bank is a wholly owned subsidiary of TCF Financial Corporation, headquarters located at 333 West Fort Street St., Detroit, MI 48226. Huntington Bank is a wholly owned subsidiary of Huntington Bancshares Incorporated, headquarters located at 41 South High St., Columbus, OH 43215. Prior to the Bank Merger, TCF Financial Corporation will merge with and into Huntington Bancshares Incorporated (the “Holdco Merger”).

The Bank Merger will occur immediately after the Holdco Merger. In the Bank Merger, TCF Bank would be merged with and into Huntington Bank. Huntington Bank would be the surviving bank and continue as a national banking association.

It is contemplated that the main offices and branch offices of the above-mentioned banks will continue to operate, except:

- (a) the main office of TCF Bank located at 2508 South Louise Ave., Sioux Falls, SD 57106, would become a branch location of the surviving bank;
- (b) legacy TCF Bank branches located at the following addresses would be closed:

- 2301 N Harlem Ave, Chicago, IL 60707;
- 2538 W 47th St, Chicago, IL 60632;
- 301 Summer St, Algonac, MI 48001;
- 9061 First St, Baroda, MI 49101;
- 314 E Midland St, Bay City, MI 48706;
- 834 Nickerson Ave, Benton Harbor, MI 49022;
- 128 Main St, Buchanan, MI 49107;
- 375 E Railway St, Coleman, MI 48618;
- 3213 N Genesee Rd, Flint, MI 48506;
- 3501 S Linden Rd, Flint, MI 48507;
- 6120 Fenton Rd, Flint, MI 48507;
- 220 E Main St, Flushing, MI 48433;
- 18 N Center St, Hartford, MI 49057;
- 1 W Carleton Rd, Hillsdale, MI 49242;
- 7409 W Houghton Lake Dr, Houghton Lake, MI 48629;
- 1963 Baldwin St, Jenison, MI 49428;
- 9650 N Greenville Rd, Lakeview, MI 48850;
- 3965 W US Hwy 10, Ludington, MI 49431;

2592 S Van Dyke Rd, Marlette, MI 48453;
107 N Park Ave, Marshall, MI 49068;
303 Arlington St, Middleville, MI 49333;
2106 N Saginaw Rd, Midland, MI 48640;
318 Main St, Morrice, MI 48857;
281 Seminole Rd, Muskegon, MI 49444;
47500 Grand River Ave, Novi, MI 48374;
2300 Midland Rd, Saginaw, MI 48603;
5420 Gratiot Road, Saginaw, MI 48638;
2600 S Cleveland Ave, Saint Joseph, MI 49085;
668 Unionville Rd, Sebawaing, MI 48759;
2138 E Big Beaver Rd, Troy, MI 48083;
2180 Dixie Hwy, Waterford, MI 48328;
9581 Riley St, Zeeland, MI 49464;
724 Boardman-Poland Rd, Boardman, OH 44512;
185 E Market St, Warren, OH 44481;
and

(c) legacy Huntington Bank branches located at the following addresses would be closed:

2805 W Cheesman Rd, Alma, MI 48801;
3145 Ann Arbor-Saline Rd, Ann Arbor, MI 48103;
5645 Jackson Rd, Ann Arbor, MI 48103;
2191 Columbia Ave. West, Battle Creek, MI 49015;
6405 B Drive North, Battle Creek, MI 49014;
595 N Pine Rd, Bay City, MI 48708;
701 Washington Ave, Bay City, MI 48708;
9515 Birch Run Rd, Birch Run, MI 48415;
G-2333 S. Center Rd, Burton, MI 48519;
8605 East 34 Road, Cadillac, MI 49601;
3700 17 Mile Rd, Cedar Springs, MI 49319;
1167 East Clinton Trail, Charlotte, MI 48813;
40445 S Groesbeck Hwy, Clinton Twp, MI 48036;
2591 E. M21, Corunna, MI 48817;
8089 Lapeer Rd, Davison, MI 48423;
1301 8 Mile Rd, Detroit, MI 48203;
21431 Grand River Ave, Detroit, MI 48219;
12821 Cross Over Dr, DeWitt, MI 48820;
2030 S River Rd, East China, MI 48054;
1350 W Lake Lansing Rd, East Lansing, MI 48823;
7157 E Saginaw St, East Lansing, MI 48823;
505 N 26th Street, Escanaba, MI 49829;
26100 Vreeland Rd, Flat Rock, MI 48134;
4145 24th Ave, Fort Gratiot, MI 48059;
250 Meijer Dr, Suite C, Gaylord, MI 49735;
730 E Saginaw Hwy, Grand Ledge, MI 48837;

1540 28th Street, Grand Rapids, MI 49508;
1997 E Beltline Ave NE, Grand Rapids, MI 49525;
2425 Alpine Ave NW, Grand Rapids, MI 49544;
315 Wilson Ave NW, Grand Rapids, MI 49534;
3757 Plainfield Ave NE, Grand Rapids, MI 49526;
5531 28th St SE, Grand Rapids, MI 49512;
611 E Grand River Ave, Howell, MI 48843;
2770 S State Rd, Ionia, MI 48846;
2777 Airport Road, Jackson, MI 49202;
3333 E Michigan Ave, Jackson, MI 49202;
4300 W Main St, Kalamazoo, MI 49006;
5125 W Saginaw Hwy, Lansing, MI 48917;
6200 S. Pennsylvania Ave, Lansing, MI 48911;
1555 DeMille Rd, Lapeer, MI 48446;
36865 26 Mile Rd, Lenox, MI 48048;
3710 Dix Highway, Lincoln Park, MI 48146;
13000 Middlebelt Rd, Livonia, MI 48150;
30207 Plymouth Road, Livonia, MI 48150;
11901 Fulton St E, Lowell, MI 49334;
3900 W. US Highway 10, Ludington, MI 49431;
1005 E 13 Mile Rd, Madison Heights, MI 48071;
3630 US 41 West, Marquette, MI 49855;
550 Hull Rd, Mason, MI 48854;
5300 Harvey St, Muskegon, MI 49444;
700 W Norton Ave, Muskegon, MI 49441;
51066 Washington St, New Baltimore, MI 48047;
929 South 11th Street, Niles, MI 49120;
1345 N M 52, Owosso, MI 48867;
900 N Lapeer Rd, Oxford, MI 48371;
5121 S Westnedge Ave, Portage, MI 49002;
8850 Shaver Rd, Portage, MI 49024;
3610 Marketplace Circle, Rochester Hills, MI 48309;
2799 10 Mile Rd NE, Rockford, MI 49341;
3360 Tittabawassee Rd, Saginaw, MI 48604;
8400 Gratiot Rd, Saginaw, MI 48609;
1138 W 3 Mile Rd, Sault Saint Marie, MI 49783;
13630 21 Mile Road, Shelby Township, MI 48315;
20000 Twelve Mile Rd, Southfield, MI 48076;
26336 W Twelve Mile Road, Southfield, MI 48034-1768;
12820 Fort St, Southgate, MI 48195;
4141 Morrish Rd, Swartz Creek, MI 48473;
14640 Pardee Rd, Taylor, MI 48180;
9895 Telegraph Rd, Taylor, MI 48180-3332;
800 S. US 131, Three Rivers, MI 49093;
29505 Mound Rd, Warren, MI 48092;
6001 Highland Rd, White Lake, MI 48383;

4900 M 72 E, Williamsburg, MI 49690;
22600 Allen Rd, Woodhaven, MI 48183;
5500 Clyde Park Ave SW, Wyoming, MI 49509;
4349 Mahoning Ave. NW, Warren, OH 44483;
525 Niles-Cortland Rd. SE, Warren, OH 44484;
3960 South Ave., Youngstown, OH 44512;
and

(d) legacy TCF Bank branches located at the following addresses would be consolidated with a nearby Huntington Bank or TCF Bank branch:

9801 S Cicero Ave, Oak Lawn, IL 60453;
980 S Old Woodward Ave, Birmingham, MI 48009;
2445 84th St SW, Byron Center, MI 49315;
9568 US 10, Evart, MI 49631;
521 W Main St, Gaylord, MI 49735;
6275 28th St SE, Grand Rapids, MI 49546;
9252 Joseph Campau St, Hamtramck, MI 48212;
177 N River Ave, Holland, MI 49424;
12368 Riley St, Holland, MI 49424;
112 S Cedar St, Kalkaska, MI 49646;
919 Spring St, Petoskey, MI 49770;
8025 Creekside Dr, Portage, MI 49024;
840 S Chestnut St, Reed City, MI 49677;
8010 26 Mile Rd, Shelby Township, MI 48316;
73881 M-43, South Haven, MI 49090;
203 S Union St, Traverse City, MI 49684;
625 S Garfield Ave, Traverse City, MI 49686;
2170 Packard Rd, Ypsilanti, MI 48197;
101 S Canfield Niles Rd, Austintown, OH 44515;
325 S High St, Cortland, OH 44410;
200 Middle Ave, Elyria, OH 44035;
6002 Youngstown Warren Rd, Niles, OH 44446;
35423 Center Ridge Rd, North Ridgeville, OH 44039;
999 E Main St, Ravenna, OH 44266;
34050 Solon Rd, Solon, OH 44139;
and

(e) legacy Huntington Bank branches located at the following addresses would be consolidated with a nearby Huntington Bank or TCF Bank branch:

1519 W Dundee Rd, Arlington Heights, IL 60004;
501 W North Ave, Melrose Park, IL 60160;
135 Marshall St., Allegan, MI 49010;
3565 Fairlane Dr, Allen Park, MI 48101;
6065 Lake Michigan Drive, Allendale, MI 49401;

1251 M 32 W, Alpena, MI 49707;
800 Brown Rd, Auburn Hills, MI 48326;
15400 Waldron Way, Big Rapids, MI 49307;
301 South State Street, Big Rapids, MI 49307;
1801 Marketplace Dr SE, Caledonia, MI 49316;
44530 Ford Rd, Canton, MI 48187;
45001 Ford Rd, Canton, MI 48187;
201 State St, Charlevoix, MI 49720;
16673 East 15 Mile Road, Clinton Township, MI 48035;
620 E Chicago Rd, Coldwater, MI 49036;
37600 West 12 Mile Road, Farmington Hills, MI 48331;
4775 24th Ave, Fort Gratiot, MI 48059;
34835 Utica Rd, Fraser, MI 48026;
2 West Main Street, Fremont, MI 49412;
24 South Division Street, Fremont, MI 49412;
15000 US 31, Grand Haven, MI 49417;
40 Pearl St, Grand Rapids, MI 49503;
3434 Century Center St SW, Grandville, MI 49418;
606 S Greenville West Dr, Greenville, MI 48838;
19683 Mack Ave, Grosse Pointe Woods, MI 48236;
2160 Hartland Rd, Hartland, MI 48353;
3320 Westshore Dr, Holland, MI 49424;
3883 E Grand River Ave, Howell, MI 48843;
9402 E Highland Rd, Howell, MI 48843;
4075 32nd Avenue, Hudsonville, MI 49426;
0-550 Baldwin St, Jenison, MI 49428;
332 First Street, Manistee, MI 49660;
71 Division Street, Manistee, MI 49660;
205 S. Range Rd, Marysville, MI 48040;
20401 Haggerty Rd, Northville, MI 48167;
2055 W Grand River Rd, Okemos, MI 48864;
1201 Lears Road, Petoskey, MI 49770;
3175 S Rochester Rd, Rochester Hills, MI 48307;
30800 Little Mack, Roseville, MI 48066;
5150 Coolidge Hwy, Royal Oak, MI 48073;
450 E Michigan Ave, Saline, MI 48176;
1223 Phoenix St, South Haven, MI 49090;
16300 Fort St, Southgate, MI 48195;
Downtown branch, 120 N Forest St, Standish, MI 48658;
Downtown remote branch, 120 N Forest St, Standish, MI 48658;
35653 Dodge Park, Sterling Heights, MI 48312;
36600 VanDyke Ave, Sterling Heights, MI 48312;
408 W South St, Sturgis, MI 49091;
3955 US 31 S, Traverse City, MI 49684;
15055 Hall Rd, Utica, MI 48315;
39440 West 14 Mile Road, Walled Lake, MI 48390;

2000 East 12 Mile Road, Warren, MI 48092;
25225 Schoenherr Rd, Warren, MI 48089;
8401 26 Mile Rd, Washington, MI 48094;
4200 Highland Rd, Waterford, MI 48328;
4396 Highland Road, Waterford, MI 48328;
37201 Warren Rd, Westland, MI 48185;
49900 Grand River Ave, Wixom, MI 48393;
3825 Carpenter Rd, Ypsilanti, MI 48197;
432 Main St, Grafton, OH 44044;
23 Federal Plaza, Youngstown, OH 44503.

This notice is published pursuant to 12 U.S.C. § 1828(c) and 12 CFR 5. Anyone may find information on this application (including the closing date of the comment period and the public portion of the application) in the Weekly Bulletin available at www.occ.treas.gov. Anyone may submit written comments on this application by February 13, 2021 to: LargeBanks@occ.treas.gov. The public file is available on request. Written requests for a copy of the public file on the application should be sent to: LargeBanks@occ.treas.gov.

January 14, 2021 TCF National Bank, Sioux Falls, SD

The Huntington National Bank, Columbus, OH

Public Exhibit 7

General Overview of Huntington's Risk Management Program and Risk Management Philosophy

ENTERPRISE-WIDE RISK MANAGEMENT PROGRAM OVERVIEW AND RISK MANAGEMENT PHILOSOPHY OF HUNTINGTON BANCSHARES INCORPORATED

Huntington Bancshares Incorporated (“Huntington” or “Company”) strongly believes that risk management governance begins with *Tone at the Top*, which is communicated and driven by Huntington’s Board of Directors, CEO, and the Executive Leadership Team. While the tone is set at the top, Huntington stresses the principle that *everyone owns risk* – all colleagues, regardless of their position in the company, play a role in identifying and managing risk. Huntington also firmly believes that all colleagues will act with the utmost integrity and ethical values as set forth in the company’s Code of Business Conduct and Ethics (“Code of Conduct”). In addition, the Company recognizes that the risk job is never complete as the risk environment continually evolves and new risks manifest themselves over time. Therefore, Huntington views risk management as a process of continuous improvement.

Risk is Inherent to HBI’s Business

At its core, banking is a business of taking risks. Huntington’s shareholders expect the Company will assume risk to generate revenue and provide a commensurate return on their investment. Thus, Huntington has a fiduciary responsibility to take appropriate risks and soundly manage them. To do so, Huntington must ensure that existing and emerging risks are identified and managed in a way that is consistent with its Risk Appetite Statement and defined risk tolerances approved by Huntington’s Board of Directors.

Tone at the Top

The Board of Directors is ultimately accountable for the oversight of Huntington’s risk management. The Board of Directors serves in an oversight capacity ensuring that Huntington’s enterprise-wide risks are managed through an effective governance and management leadership structure. Huntington’s Enterprise-wide Risk Management (“ERM”) Program begins with the Company’s Risk Appetite Statement. The Board of Directors establishes the Risk Appetite Statement and establishes a reporting process to ensure adherence to the Risk Appetite Statement. To ensure appropriate focus on risk management issues, the Board’s structure includes dedicated audit, technology and risk committees, which have specific financial industry, legal, or other relevant risk management experience, thus enabling credible challenges to the Executive Leadership Team.

The CEO is responsible for the ERM Program priorities, strategies and policies. The CEO sets the tone for the risk culture and has the authority, subject to oversight by the Board of Directors, for setting business strategies that are consistent with Huntington’s Risk Appetite Statement. This includes, but is not limited to, ensuring alignment of objectives, compensation, incentive plans and risk responsibilities. The ERM Program is approved by the Risk Oversight Committee of the Board of Directors. The Chief Risk Officer (“CRO”) leads independent risk management, oversees the Company’s risk taking activities and assesses risk independent of the business units. The Chief Credit Officer (“CCO”) is responsible for credit risk management. Both the

CRO and CCO have unfettered access to the Board of Directors, as well as to the CEO. The CEO, together with the CRO, the CCO and the support of the Board of Directors drives implementation of the Company's risk appetite through the Executive Leadership Team to the entire enterprise.

Executive management is responsible for day-to-day identification, assessment, monitoring, testing, reporting and mitigation of risk. They instill the desired culture within their respective areas of responsibility and work collectively to create a company that is committed to effective and continuous risk management.

Ownership and Identification of Risk

Huntington believes strongly that all colleagues are responsible for the ownership of risk. While some have a greater or more direct role, risk management is everyone's responsibility. All colleagues, regardless of position, are expected to be continuously vigilant about which risks present themselves to the Company, to ensure they are mitigated and managed and to promptly escalate them to the appropriate level. An underlying principle related to escalation of risks is the existence of a risk culture in which colleagues are encouraged to "Raise Your Hand" immediately when a risk issue is identified. Management has the responsibility to foster this culture throughout the Company.

The Risk Job is Never Finished

Risk governance is a process that is never complete. Risk continuously evolves and manifests itself in many different ways, and can arise from the economy, financial markets, new products and services, technology, geographic markets, competition, regulations or personnel. Accordingly, Huntington's philosophy is that risk management is a process of continuous improvement.

Both the CEO and entire Executive Leadership Team are responsible for ensuring decisions are made to address both immediate circumstances and the Company's strategic direction, so that short-term rewards do not result in adverse long-term consequences.

Huntington conducts ongoing risk assessments that include quantitative and qualitative analysis. The CRO is responsible for preparing an enterprise-wide risk management assessment report on a quarterly basis, which is provided to Huntington's Board of Directors.

Integrity and Code of Business Conduct and Ethics

Huntington's Code of Conduct reflects the values that define Huntington, and provides guidance to avoid any circumstances that may give an appearance of impropriety. The Code of Conduct covers a wide range of business practices and procedures and must be complied with by all colleagues. The members of Huntington's Board of Directors are also bound by the Code of Conduct, where applicable. To ensure appropriate awareness, annually, all colleagues are required to confirm their review and acknowledgment of Huntington's Employee Handbook which includes the Code of Conduct.

The Code also provides instructions on how to communicate and escalate potential violations of the Code, including the use of Huntington's Ethics Line which offers an anonymous channel to voice concerns or potential issues. The Code and use of the Ethics Line is accessible internally and to the public.

Talent Management

The Company has established talent development, recruitment and succession planning processes to ensure its colleagues have the knowledge, skills and ability to carry out their responsibilities – including those associated with “Everyone Owns Risk.” In addition to annual goals and assessment processes, succession plans are in-place (and evaluated at least annually) for the CEO's direct reports (all three lines of defense) and their respective direct reports. In addition, Huntington's compensation plans are designed to be market competitive to attract and retain colleagues while providing the appropriate risk-balanced incentives.

Incentive Compensation

A key component of an ERM Program is the approach and philosophy related to incentive compensation. Huntington has developed guiding principles from a risk perspective for all incentive plans. The five guiding principles are:

1. **“Everyone Owns Risk”** — As noted, Huntington embraces the philosophy that everyone owns risk. Incentive plans are continuously reviewed for opportunities to tie risk to incentive compensation to ensure that employees are focused on delivering appropriate risk-balanced returns. All incentive plan documents contain language specifically addressing management's ability to adjust, eliminate and/or recoup incentive awards based on the risk factors of credit, market, operational, compliance, strategic, legal, liquidity, reputational and/or any other unique business segment risk. Huntington utilizes a variety of compensation-related tools to induce appropriate behavior, including claw-back provisions and the right to terminate compensation plans at any time if there are undesirable outcomes.
2. **Incentives for Long-Term Performance** — The Company's executive compensation philosophy places a heavier weighting on long-term compensation to appropriately balance risk with rewards and align long-term performance with the creation of shareholder value. In line with this philosophy, holding period requirements are included in the terms and conditions of equity grants. All incentive plans have appropriate balancing mechanisms that consider the duration of risks.
3. **Corporate Performance Component in Incentive Plans** — Incentive plans also have a corporate performance component to align colleague compensation with the Company's overall performance.
4. **Corporate Oversight of Incentive Plans** — The business segments develop their incentive plans based on the guiding principles established by Huntington. The Incentive

Compensation Oversight Committee, through the support of its working group and the Compensation Department, is responsible for the oversight of the design and governance of all incentive plans, with appropriate and necessary input from the business segments, Finance, Credit Administration, Legal, Corporate Strategy, Compliance, Optimal Customer Relationships Management and Risk Management for specific design.

5. **All incentive plans must be able to demonstrate an appropriate linkage between incentive compensation spend and financial performance** — Incentive compensation should create a wide dispersion in pay between top and bottom performers. Incentive compensation over target should be appropriate relative to both the incremental revenue generated and risk management.

Huntington believes incentive compensation is a powerful driver of the Company's risk appetite. Accordingly, the Company has built incentive programs which recognize accountability for risk and management of risk.

Public Exhibit 8

Overview of Huntington's Compliance Risk Management Program

OVERVIEW OF HUNTINGTON BANCSHARES INCORPORATED ENTERPRISE-WIDE COMPLIANCE RISK MANAGEMENT PROGRAM

The Compliance Risk Management Program (CRMP) establishes Huntington's approach for identifying, assessing, controlling, measuring, monitoring, and reporting compliance risks across the enterprise. The CRMP encompasses all of the policies, procedures, processes, structures, and strategies that guide colleagues' adherence to rules and regulations. The CRMP provides the Board and senior management with reasonable assurance that the Huntington Bancshares Incorporated's (HBI's) compliance risk is appropriately controlled and managed.

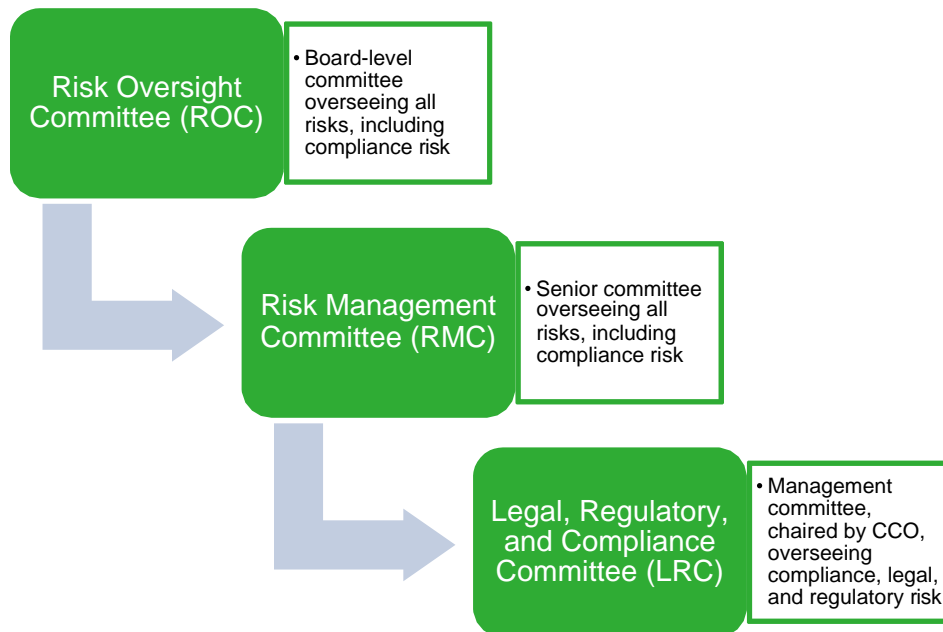
Huntington's objective is to abide by all rules, regulations, and regulatory expectations, whether formally published or communicated through informal channels. To that end, Huntington has developed a program of compliance risk management that is focused on the entire enterprise and has incorporated the OCC's heightened standards for governance and risk management practices for large financial institutions including the three Lines of Defense (LOD). The first line of defense includes the revenue generating business units and takes responsibility and are accountable for appropriately assessing and effectively managing all of the compliance risks associated with their activities. The second line of defense includes Corporate Compliance and oversees risk-taking activities and assesses risks and issues independent of front-line units. The third line of defense includes the Internal Audit Department and ensures the risk governance framework complies with OCC guidance and is appropriate based on the size, complexity, and risk profile of Huntington. The Chief Compliance Officer and Corporate Compliance colleagues are responsible for defining the components of the CRMP and ensuring they are executed appropriately across all Business Segments.

The components or pillars of the CRMP include:

- Board and management oversight
- Compliance policies and procedures
- Control monitoring and testing
- Corrective action/Issues Management
- Training
- Customer complaint response
- Third-Party oversight and management
- Regulatory change management

Board and Management Oversight

The HBI Board of Directors and senior management have established a compliance management system (CMS), governed and administered by the CCO and Corporate Compliance colleagues and effectuated by the Business Segments, that protects the enterprise and uses resources effectively. HBI has set forth a governance structure by which all corporate committee charters and policies are to be reviewed, approved, and documented in order to ensure the enterprise is in compliance with all internal and external requirements. Compliance oversight is provided by the following Board and Management level committees:



Compliance with rules and regulations is an integral part of HBI’s business strategy. The Board and senior management of Huntington promote and demonstrate an organizational culture that expects integrity from all colleagues in conducting HBI’s business along with a sound and prudent approach to compliance risk identification and management.

The responsibility of HBI’s Board and senior management is to ensure the enterprise meets regulatory and statutory requirements and has management practices to prudently manage compliance risk. Management has primary responsibility for compliance risks faced by the enterprise. The Board is involved in the approval of committees that oversee the CRMP, and the committees provide the Board with assurances that the CRMP is being followed.

Compliance Policies and Procedures

Corporate Compliance is responsible for administering all LRC-approved compliance policies. Additionally, Corporate Compliance will review and recommend for approval all RMC and ROC policies that are in place to govern and manage compliance risk.

All ROC, RMC, and LRC policies are reviewed and approved on an annual basis. Corporate Compliance partners with Operational Risk to maintain a calendar of policy approval dates to help ensure annual policies reviews and approvals stay on-schedule. All exceptions to annual reviews and approvals must be approved by the appropriate governing committee. Similarly, if a policy owner proposes retirement of a compliance policy, the appropriate governing committee must approve.

Business Segments may develop policies and procedures that implement ROC, RMC, or LRC policies. However, Business Segment policies may not supersede or otherwise conflict with corporate-level compliance policies. In the event a corporate-level compliance policy does not

exist, a Business Segment policy or procedure can serve as the primary policy or procedure control assuming that Corporate Compliance has reviewed the Business Segment policy or procedure. This may occur, for example, in the Private Client Group, which has a number of investment and wealth management-related rules and regulations that do not generally impact other areas of the enterprise.

Corporate Compliance colleagues are expected to understand Business Segment processes and operations in order to provide accurate, effective compliance advice. In furtherance of this objective, Corporate Compliance periodically reviews Business Segment procedures to evaluate their conformance with regulatory expectations. Such reviews frequently occur in conjunction with governing policy review, evaluating new products or services, evaluating regulatory change, or as Business Segments bring the procedures up for review. Business Segment procedure reviews do not generally occur through the Corporate Risk governance structure, though procedure reviews may occur within Business Segment committees or working groups.

Control Monitoring and Testing

Corporate Compliance's evaluation of enterprise control monitoring and testing efforts occurs through a myriad of processes and activities. However, all such processes and activities are focused on the concept that continual risk assessment, whether formally published (quarterly), documented through committee minutes, and communicated one-on-one between Corporate Compliance and Segment Risk, will help ensure compliance risk is managed within Huntington's risk appetite.

Key Control Monitoring and Testing Stakeholders

Risk Shared Services

Risk Shared Services (RSS), a group that reports through Corporate Risk, includes the Compliance Testing Group (CTG) and is responsible for conducting testing of controls identified within ERMS. CTG works with Corporate Compliance to establish independent, risk-based reviews of adherence to compliance rules, regulations, and policies and procedures within a Business Segment, based on a schedule that is developed annually and approved by LRC. Reviews may be conducted horizontally (across the enterprise) and/or vertically (within the same Business Segment), and the review types may include all or some of the following: comprehensive (end-to-end), targeted, and transactional. While CTG is primarily responsible for testing engagements which focus on key and emerging risks, CTG may perform quality assurance reviews of ERMS data, including, but not limited to, risks and controls. Quality assurance reviews of controls may also be performed separately and apart from a scheduled engagement. RSS also plays a key control in evaluating control and/or test design, ensuring consistent approaches are taken toward testing, consolidating testing where "like" controls exist, and providing general intelligence on ways to more efficiently and effectively test across all risk disciplines.

Quality Assurance

The Quality Assurance (QA) group, which reports through Corporate Risk, provides two notable functions in support of Corporate Compliance. First, QA evaluates responses to Internal Audit findings and regulator MRAs when Corporate Compliance is the owner of the finding or MRA. This process mirrors processes that exist elsewhere in the enterprise where a secondary party reviews responses to Internal Audit findings or regulator MRAs before they are provided to Internal Audit or the regulator.

Second, QA performs periodic quality control reviews of all ERMS data, including data owned by Corporate Compliance. These quality control reviews help ensure Corporate Compliance is using ERMS in a manner consistent with enterprise expectations and that ERMS data accuracy and integrity support the enterprise CMS.

Internal Audit

Part of the third-line of defense, Internal Audit performs periodic, independent reviews of Huntington's control environment. As part of these responsibilities, Internal Audit may periodically perform engagements that focus specifically on regulatory compliance, either by auditing a particular regulation (e.g., SCRA or Flood) or by examining business processes into which there are significant embedded compliance requirements (e.g., Retail Banking's account opening process or the enterprise process for complaint monitoring). Internal Audit may issue findings to either the business or Corporate Compliance depending on their root causes analysis of any issues identified. From time-to-time, Internal Audit will work with Corporate Compliance to assist in reviewing and evaluating issues identified during the course of an audit. In furtherance of Huntington's goal to maintain a strong audit department, the following are elements of the enterprise audit program:

- Independent assessment of risk
- Auditor expertise
- Formal audit plan and schedule
- Issue tracking
- Corrective action follow up that is timely, effective, and sustainable
- Documentation and work papers
- Reporting

Corrective Action/Issue Management

Corporate Compliance actively tracks and monitors corrective action taken to remediate compliance issues identified across the enterprise. ERMS serves as the enterprise repository for all compliance related issues that are identified through testing and monitoring. ERMS allows appropriate escalation of compliance issues to the appropriate levels of Business Segment and Corporate Risk management. All Corporate Compliance colleagues share the responsibility to ensure all compliance exceptions are identified, documented, responded to, and corrected, both within the Business Segment as well as ERMS. These responsibilities exist regardless of the channel or line of defense that identified the issue.

Channels through which compliance issues can be identified include: Business Segment self-testing, Business Segment management monitoring, CTG, Corporate Compliance monitoring, internal audits, or regulatory exams.

Training

Corporate Compliance is responsible for ensuring that colleagues are provided, and management supports appropriate levels of training on rules, regulations, and how these interact with business products, services, and operational processes. Corporate Compliance, in conjunction with Huntington's Learning and Leadership Development (L&LD) department, has established a training framework to assist in accomplishing this objective. In addition, the Corporate Compliance Training Standards were developed to provide expectations surrounding the general and types of courses based on job title and top performers. By ensuring that colleagues across the enterprise receive appropriate, risk-based compliance training at the start of employment, and periodically thereafter, and providing a framework against which Corporate Compliance colleagues can execute, Corporate Compliance can monitor and evaluate the effectiveness of the training framework.

Customer Complaint Response

Understanding customer feedback through a well-managed, defined complaint process is a critical component of Huntington's CMS. Complaints play a vital role in helping Huntington understand its processes and their impact on customers. Complaints also are integral in helping Huntington understand the processes and actions of its third parties. To provide governance and oversight of the enterprise complaint management process, Huntington has established the Customer Advocacy Team (CAT) to manage the enterprise complaint management process. Among other things, CAT colleagues are responsible for managing the complaint system of record (MAX), providing complaint data and analytics, and responding to most escalated complaints.

Corporate Compliance, in conjunction with CAT, provides governance and oversight of customer complaints within Business Segments. In coordination with CAT, Corporate Compliance helps ensure that customer complaint feedback is reviewed and, as appropriate, responded to through changes to products, services, or operational processes within Business Segments. Additionally, the Fair and Responsible Banking team supports the Priority Response Unit (PRU), which is the group within CAT responsible for responding to escalated complaints. This group assists by reviewing certain escalated complaint responses (UDAAP, Fair Lending, etc.) to ensure all regulatory requirements as well as the root issue generating the complaint, have been addressed. Other Corporate Compliance colleagues may be brought in to assist as subject matter experts from time-to-time.

Third-Party Management and Oversight

Corporate Compliance's objective is to identify all products, services, and operational processes associated with a third-party's operations that introduce compliance risk and mitigate those risks consistent with how the risks would be mitigated if the products, services or operational processes were inside Huntington's control environment. This is consistent with published

Office of the Comptroller of the Currency (OCC), Federal Reserve Board, and Consumer Finance Protection Bureau guidance.

Third-Party Risk Management (3PRM) is responsible for managing third-party relationships in a manner that complies with all regulatory guidance. This includes managing a number of risks that are not compliance, such as various safety and soundness risks, contractual risks, and other risk disciplines. Corporate Compliance partners with 3PRM to provide subject matter expertise on various compliance topics, including those associated with particular third-party relationships as well as the design of the 3PRM process. Corporate Compliance is a member of the 3PRM Steering Committee.

Corporate Compliance colleagues are expected to manage compliance risk introduced by a third-party relationship in the same manner as it would manage a compliance risk identified within Huntington's control environment. Corporate Compliance colleagues are expected to use the processes and guidance outlined elsewhere in the CRMP to accomplish this objective. Notably, appropriate risk identification and control monitoring and testing should be documented in ERMS consistent with the Key Control Testing Guidelines as well as the CRMP.

Regulatory Change Management

Corporate Compliance monitors, tracks, and evaluates Huntington's response to new and changed rules and regulations. Additionally, Corporate Compliance monitors, tracks, and evaluates Huntington's practices against public enforcement actions or other similar actions that may be impacting other institutions within the financial services or other related industries. Corporate Compliance has a designated Regulatory Change Manager who is responsible for leading this process. Monitoring for new and changed rules and regulations as well as industry enforcement actions comprise the core elements of Huntington's Regulatory Change Management Process.

Public Exhibit 9

Overview of Huntington's Fair Lending Program

Fair Lending Compliance Program of The Huntington National Bank

It is the policy of The Huntington National Bank (“Huntington Bank” or the “Bank”) to prevent discriminatory lending practices and to ensure compliance with all applicable federal, state and local fair lending laws and regulations. As noted in its Fair and Responsible Banking Policy (the “Policy”), the Bank understands the importance of fair lending to our customers, our business, and the communities we serve. Huntington Bank is strongly committed to making its credit products and services available to prospective and existing customers on a fair and equitable basis.

The Board of Directors of the Bank (the “Board”) has approved a comprehensive fair lending compliance risk management structure with three lines of defense to assess and address enterprise-wide fair lending risk. Board oversight of the fair lending compliance management structure resides with the Board-level Risk Oversight Committee (“ROC”). The ROC is comprised of four members of the Board and is the primary forum through which senior management and compliance personnel report enterprise-wide fair lending related initiatives and/or regulatory issues to the Board. The Community Development Committee of the Board also has review authority over Fair Lending as it impacts the Community Reinvestment Act for which it has primary oversight. The management-level Risk Management Committee (“RMC”) has established a subcommittee, the Fair and Responsible Banking Subcommittee (“FRBSC”), to monitor fair, responsible, and transparent banking/financial practices and prudence in all dealings with customers. The FRBSC is required to provide periodic status updates to the RMC and to escalate to RMC or executive management, as appropriate, matters or other concerns regarding FRBSC’s ability to meet stated objectives, duties, and responsibilities.

The Bank is committed to complying with both the letter and spirit of all applicable federal, state, and local fair lending laws, which require consistent, objective, and nondiscriminatory treatment of all applicants and borrowers without regard to any basis prohibited by law. The primary federal fair lending laws applicable to the Bank are the Equal Credit Opportunity Act (“ECOA”), implemented by Regulation B, and the Fair Housing Act. Other laws and regulations, including those at the state or local level, also apply to the Bank and contain additional prohibited bases, including, for example, military and veteran status or sexual orientation. A rule of the U.S. Department of Housing and Urban Development requires equal access to housing regardless of sexual orientation or gender identity. These fair lending laws and regulations promote the availability of credit to all creditworthy applicants without regard to any prohibited basis, including an applicant’s race, color, religion, national origin, sex, marital status, familial status, handicap, age (provided the applicant has the legal capacity to enter into a binding contract), sexual orientation, gender identity, military, or veteran status, or the fact that all or part of a customer’s income is derived from any public assistance program, or the fact that a customer has in good faith exercised any right under the Consumer Credit Protection Act.

This Fair Lending Compliance Program (the “Program”) is designed to provide a framework to integrate the elements of the Policy into daily operations.

This Program outlines a commitment to fair lending that requires the participation of all personnel. Each employee must treat applicants and borrowers in a consistent, objective, and nondiscriminatory manner and without regard to any basis prohibited by law.

This Program applies to all Business Segments and operational areas responsible for product development/change, sales, marketing, credit risk, pricing, origination/processing, and servicing practices (Servicing / Collection / Loss Mitigation / Foreclosure) for all credit products. It also applies to non-operational areas that support the Business Segments, such as Corporate Compliance and Credit Administration.

The components of the Program include the following:

- Board and Management Oversight
- Fair & Responsible Banking Subcommittee
- Three Lines of Defense
- Policies and Procedures
- Comprehensive Risk Assessments
- System of internal controls
- Control Monitoring and Testing
- Reporting and Communication
- Training
- Customer Complaint Response
- Compliance Audit Function
- Marketing / Outreach Initiatives
- ECOA and Fair and Responsible Lending Policies
- Regulatory Change Management (Identifying, tracking, and implementing any Fair and Responsible Banking regulatory changes)

Governance Process

The Program supports the Bank's overall Compliance Risk Management Program, which is established to further the Board's and senior management's objective to ensure compliance with applicable laws and regulations. Pursuant to this objective, Corporate Compliance has established the ECOA and Fair & Responsible Policies, which are annually reviewed and approved by Huntington's Legal, Regulatory, and Compliance Committee ("LRC"). Moreover, Huntington's Chief Compliance Officer ("CCO") or designee is responsible for providing updates regarding the state of Huntington's fair lending compliance to the Community Development Committee of the Board on a quarterly basis and ROC as appropriate. Reporting mechanisms exist to ensure that important Fair Lending updates can be provided to the CCO, Community Development Committee, ROC, or FRBSC outside of standard reporting intervals.

Fair Lending Roles and Responsibilities

As noted, all employees directly or indirectly involved in lending-related activities are responsible for adhering to the Policy and Program and any other fair lending guidelines applicable to their Business Segment. The Bank maintains three lines of defense and Business Support Units (Human Resources, Legal, and part of Accounting and Finance) for complying

with fair lending laws and this Program sets forth specific responsibilities for the Business Segments, the Fair and Responsible Banking team (“FRBT”), and Internal Audit (“IA”). The following sets forth the roles of these and other key stakeholders having responsibility for compliance with the fair lending laws.

Three-Lines of Fair Lending Defense

First Line of Fair Lending Defense – Business Segment

General Procedures and Controls

Each Business Segment must maintain preventive and detective controls commensurate with the Business Segment’s level of fair lending risk and sufficient to ensure adherence to the Program.

New Product Development and Product Modification

The Bank will not develop or maintain products or services with discriminatory terms or features. Business Segments must ensure that any new or materially modified products and related materials are designed, implemented, and deployed in a manner consistent with the Program and safety and soundness principles.

Prior to implementation, all new products or services and material modifications to existing products and services must be submitted for review and approval through the New Product and Services process and/or New Product Policy Risk Assessment process as appropriate.

Advertising and Marketing

The Bank will advertise all 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 will be designed to promote equal access to products and services on a consistent basis. Advertisements and marketing materials will 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. In accordance with the Program and the Marketing Policy, Business Segments and Corporate Marketing must ensure that advertisements or marketing materials comply with this Program.

All Business Segment advertising, marketing, and solicitation campaigns and materials may be subject to a fair lending review. A designated Compliance Section Manager (“CSM”) has been identified to review and, as necessary, coordinate review of marketing and advertising by / within Corporate Compliance (“Advertising CSM”) to ensure compliance risk is reasonably mitigated within such initiatives and materials. As requested by the Advertising CSM, a fair lending review may be performed on specific campaigns by the FRBT. Additionally, the FRBT team may periodically review marketing campaigns by using a risk-based approach in determining what marketing campaigns and materials will be subject to review.

Sales Practices

Relevant Business Segments must have policies, procedures, and controls in place to ensure that customer sales practices are consistent with the Policy and Program. Specifically:

- All applicants and prospective applicants must be treated equally and fairly without regard to any prohibited bases. Business Segments must ensure that they do not use oral or written statements that may discourage an applicant on a prohibited basis from pursuing an application;
- Business Segment credit sales practices must be designed to ensure that potential customers receive information regarding all available products and services within a particular Business Segment so that the consumer may make an informed decision and obtain the product or service they feel best meets their needs;
- Potential applicants must receive product information and application assistance on a fair and consistent basis; and
- Any new referral programs or significant changes to existing referral programs should be reviewed by the FRBT.

Credit Risk and Underwriting

Credit policies and application procedures must be consistent with the Policy and Program and ensure that all requests for credit are evaluated without regard to any prohibited basis or factor. Each applicable Business Segment must implement procedures to ensure that credit application, processing, and underwriting policies are consistently followed. The procedures should:

- Detail permissible and prohibited application information requests;
- Provide for consistent consideration of collateral requirements;
- Institute a second review process for preliminarily declined applications as appropriate;
- Make certain that any credit risk or scoring models, scorecards, or other predictive models, processes, or systems used to assess loan applications are consistent with fair lending considerations and safety and soundness principles; and
- Have controls in place for underwriting policies that allow exceptions.

Credit Administration may submit new or substantially modified credit underwriting policies and procedures, credit risk or scoring models, scorecards, or other predictive models to the FRBT for review.

Pricing

Each Business Segment should ensure that proper documentation is maintained regarding the process for establishing or changing the pricing charged to customers for credit products and services. Loans must be priced in a manner consistent with applicable pricing policies, fair lending laws and regulations, the Policy, and the Program. If a pricing policy allows exceptions, the Business Segment must develop and implement appropriate controls.

Exceptions to Underwriting and Pricing Policies

Business Segments with policies that allow underwriting and/or pricing exceptions must have controls in place to ensure that exceptions are granted in a non-discriminatory manner and formally document the exception processes. The exception monitoring should include testing to ensure no disparate impact or treatment is occurring. Business Segment exception processes must be periodically reviewed by the FRBT and should include:

- Appropriate limitations on the permissible extent of variance, including the process for any authorization required to exceed such limitations;
- Approval authorities;
- Documentation requirements; and
- Tracking, monitoring, and reporting requirements.

Business Segments must provide the FRBT with periodic reporting on credit and pricing exceptions and overrides, and in conjunction with Credit Administration and the Business Segment, the team will periodically analyze these reports for possible fair lending concerns.

Discretionary Pricing

Business Segments with policies that allow discretion in pricing must have controls in place to ensure that credit products and services are priced in a non-discriminatory manner. Business Segments may provide the FRBT with periodic reporting on discretionary pricing practices and trends. The FRBT in conjunction with the Business Segment will periodically analyze these reports for possible fair lending concerns.

Servicing Practices

Account servicing practices must be conducted in a fair and consistent manner. Account servicing practices includes maintenance, customer retention, payment processing, credit reporting, escrow account administration, collection practices, lien releases, responding to consumer disputes, foreclosure, and loss mitigation practices such as loan modification, homeownership counseling, and asset disposition. Business Segments involved in servicing activities must have written policies and procedures that, for example, limit exceptions and discretionary decisions, which are designed to ensure that accounts are serviced in a non-discriminatory manner.

Compensation Practices

Compensation programs for any employee related to the referral, sale, origination, or servicing of credit products must be designed to promote sound business practices consistent with fair banking concepts.

Third-Party Relationships

Business Segments that utilize third parties for lending or servicing activities, including brokers, correspondents, dealers, retailers, service providers, suppliers, merchants and realtors, are expected to establish, where appropriate, policies, procedures, controls, and monitoring programs to help ensure that such third parties are not engaging in discriminatory practices. Where appropriate, such Business Segments must have:

- Policies and processes for entering into third-party contracts, including servicing and/or sub-servicing, that include the third-party's expressed agreement to comply with fair lending laws; and
- Due diligence procedures that include assessing fair lending risk.

Fair Lending Data

Each Business Segment must ensure that data necessary for accurate and complete fair lending analysis and reporting is properly collected and maintained. Business Segments must

have in place systems of record (e.g., electronic loan origination and servicing systems) that will allow for the Business Segment and the FRBT to conduct such testing and monitoring. Where appropriate, as determined in consultation with the FRBT, the Business Segment will appoint a BSFLDC to facilitate compliance with these responsibilities.

Second Line of Fair Lending Defense – Fair Lending Compliance Division

Fair Lending Risk Assessment

The FRBT has primary responsibility for developing and overseeing the fair lending risk assessment process, with input from the Business Segments, Segment Risk Officers, Compliance Group, and Section Managers. The risk assessment strives to identify any unacceptable levels of risk and address any fair lending control gaps. Additionally, the results of the risk assessment serve as a basis for determining the need for testing and risk management activities.

The risk assessment evaluates fair lending compliance risk across identified Business Segments. Pursuant to the Interagency Fair Lending Examination Procedures, there are six categories of fair lending risk for evaluation: underwriting, pricing, steering, redlining, marketing, and loan servicing practices. The risk assessment addresses this within the Structure of Products & Services, Key Discriminatory Factors, Marketing & Sale of Products, Origination & Processing, Servicing & Collections, and Role of Third Party, Add-On Products, and Disclosures.

Fair Lending Monitoring and Testing

The FRBT is responsible for maintaining and administering a comprehensive fair lending monitoring plan. The plan is reassessed, at the direction of legal counsel, and adjusted based on the results of the annual fair lending risk assessment as well as factors such as changes in business activity, Corporate Compliance monitoring, IA, or Segment Risk test results, and changes in the regulatory environment. The plan and any changes thereto must be reviewed by the FRBSC and Community Development Committee.

The monitoring plan should include a quantitative detective control program, which is critical to sound fair lending compliance risk management. The detective control program may include:

- A data integrity review for ensuring that data used for analysis and testing is complete and accurate;
- Testing parameters and methodologies that identify statistical tests to be used, confidence levels, minimum sample sizes, and the process for determining meaningful disparities;
- A corrective action process that includes root cause analysis and action plans, as appropriate;
- Action plans include measurable goals, specific timeframes for completion, and designate the primary individual(s) responsible for the action item; and
- Management reporting, including the tracking and reporting of corrective actions.

Monitoring and testing of activities in these areas will, where appropriate and feasible, utilize regression analysis to identify statistically significant unexplained differences between protected and non-protected classes. Where a quantitative analysis indicates a statistically significant disparity, the FRBT should consider appropriate further statistical analyses and/or loan file review to further explore the finding. The FRBT continues to build out its fair lending analysis schedule which includes an annual redlining analysis, exception monitoring, and HMDA Peer Analysis.

The FRBT will consider other fair lending testing activities based upon the results of the fair lending risk assessment process or when fair lending risk is otherwise identified.

Third Line of Fair Lending Defense – Internal Audit

Internal Audit is responsible for independently evaluating the effectiveness of the Policy and Program and the effectiveness of the first and second lines of defense. IA findings of material non-compliance will inform corrective action and future monitoring and testing activities. IA must monitor remediation of such findings.

Public Exhibit 10

CRA Assessment Areas

HUNTINGTON BANK ASSESSMENT AREAS

Post TCF Merger

State	Assessment Area	County	State Code	MSA/MD Code	County Code	2021 TCF Changes
Colorado	Boulder MSA	Boulder	08	14500	013	Added
Colorado	Colorado Springs MSA	El Paso	08	17820	041	Added
Colorado	Denver-Aurora-Lakewood MSA	Adams	08	19740	001	Added
Colorado	Denver-Aurora-Lakewood MSA	Arapahoe	08	19740	005	Added
Colorado	Denver-Aurora-Lakewood MSA	Bloomfield	08	19740	014	Added
Colorado	Denver-Aurora-Lakewood MSA	Denver	08	19740	031	Added
Colorado	Denver-Aurora-Lakewood MSA	Douglas	08	19740	035	Added
Colorado	Denver-Aurora-Lakewood MSA	Jefferson	08	19740	059	Added
Florida	Naples	Collier	12	34940	021	
Illinois	Chicago - Elgin - Lake	Cook	17	16974	031	
Illinois	Chicago - Elgin - Lake	Dupage	17	16974	043	
Illinois	Chicago - Elgin - Lake	McHenry	17	16974	111	
Illinois	Chicago - Elgin - Lake	Will	17	16974	197	
Illinois	Chicago - Elgin - Lake	DeKalb	17	20994	037	Added
Illinois	Chicago - Elgin - Lake	Kane	17	20994	089	
Illinois	Chicago - Elgin - Lake	Kendall	17	20994	093	Added
Illinois	Chicago - Elgin - Lake	Lake	17	29404	097	
Wisconsin	Chicago - Elgin - Lake	Kenosha	55	29404	059	Added
Indiana	Indianapolis	Boone	18	26900	011	
Indiana	Indianapolis	Hamilton	18	26900	057	
Indiana	Indianapolis	Hendricks	18	26900	063	
Indiana	Indianapolis	Johnson	18	26900	081	
Indiana	Indianapolis	Madison	18	26900	095	
Indiana	Indianapolis	Marion	18	26900	097	
Indiana	Lafayette	Tippecanoe	18	29200	157	
Michigan	Ann Arbor	Washtenaw	26	11460	161	
Michigan	Battle Creek	Calhoun	26	12980	025	
Michigan	Bay City	Bay	26	13020	017	
Michigan	Detroit - Warren	Wayne	26	19804	163	
Michigan	Detroit - Warren	Lapeer	26	47664	087	
Michigan	Detroit - Warren	Livingston	26	47664	093	
Michigan	Detroit - Warren	Macomb	26	47664	099	
Michigan	Detroit - Warren	Oakland	26	47664	125	
Michigan	Detroit - Warren	Saint Clair	26	47664	147	
Michigan	South Bend-Mishawaka, IN-MI MSA	Cass	26	43780	027	Added
Michigan	Flint	Genesee	26	22420	049	
Michigan	Grand Rapids	Ionia	26	24340	067	
Michigan	Grand Rapids	Kent	26	24340	081	
Michigan	Grand Rapids	Montcalm	26	24340	117	
Michigan	Grand Rapids	Ottawa	26	24340	139	
Michigan	Jackson	Jackson	26	27100	075	
Michigan	Kalamazoo	Kalamazoo	26	28020	077	
Michigan	Lansing	Clinton	26	29620	037	
Michigan	Lansing	Eaton	26	29620	045	
Michigan	Lansing	Ingham	26	29620	065	

HUNTINGTON BANK ASSESSMENT AREAS

Post TCF Merger

State	Assessment Area	County	State Code	MSA/MD Code	County Code	2021 TCF Changes
Michigan	Lansing	Shiawassee	26	29620	155	
Michigan	Midland	Midland	26	33220	111	
Michigan	Monroe	Monroe	26	33780	115	
Michigan	Muskegon	Muskegon	26	34740	121	
Michigan	Benton Harbor	Berrien	26	35660	021	
Michigan	Saginaw	Saginaw	26	40980	145	
Michigan	MI Non-MSA	Allegan	26	99999	005	
Michigan	MI Non-MSA	Alpena	26	99999	007	
Michigan	MI Non-MSA	Antrim	26	99999	009	
Michigan	MI Non-MSA	Arenac	26	99999	011	
Michigan	MI Non-MSA	Barry	26	99999	015	Added
Michigan	MI Non-MSA	Branch	26	99999	023	
Michigan	MI Non-MSA	Charlevoix	26	99999	029	
Michigan	MI Non-MSA	Chippewa	26	99999	033	
Michigan	MI Non-MSA	Clare	26	99999	035	Added
Michigan	MI Non-MSA	Crawford	26	99999	039	
Michigan	MI Non-MSA	Delta	26	99999	041	
Michigan	MI Non-MSA	Dickinson	26	99999	043	
Michigan	MI Non-MSA	Emmet	26	99999	047	
Michigan	MI Non-MSA	Gladwin	26	99999	051	Added
Michigan	MI Non-MSA	Grand Trave	26	99999	055	
Michigan	MI Non-MSA	Gratiot	26	99999	057	
Michigan	MI Non-MSA	Hillsdale	26	99999	059	Added
Michigan	MI Non-MSA	Houghton	26	99999	061	
Michigan	MI Non-MSA	Huron	26	99999	063	Added
Michigan	MI Non-MSA	Iosco	26	99999	069	Added
Michigan	MI Non-MSA	Isabella	26	99999	073	Added
Michigan	MI Non-MSA	Kalkaska	26	99999	079	
Michigan	MI Non-MSA	Leelanau	26	99999	089	
Michigan	MI Non-MSA	Lenawee	26	99999	091	
Michigan	MI Non-MSA	Manistee	26	99999	101	
Michigan	MI Non-MSA	Marquette	26	99999	103	
Michigan	MI Non-MSA	Mason	26	99999	105	
Michigan	MI Non-MSA	Mecosta	26	99999	107	
Michigan	MI Non-MSA	Missaukee	26	99999	113	
Michigan	MI Non-MSA	Montmoren	26	99999	119	Added
Michigan	MI Non-MSA	Newaygo	26	99999	123	
Michigan	MI Non-MSA	Oceana	26	99999	127	
Michigan	MI Non-MSA	Ogemaw	26	99999	129	
Michigan	MI Non-MSA	Osceola	26	99999	133	
Michigan	MI Non-MSA	Oscoda	26	99999	135	
Michigan	MI Non-MSA	Otsego	26	99999	137	
Michigan	MI Non-MSA	Presque Isle	26	99999	141	Added
Michigan	MI Non-MSA	Roscommo	26	99999	143	Added
Michigan	MI Non-MSA	Sanilac	26	99999	151	Added

HUNTINGTON BANK ASSESSMENT AREAS

Post TCF Merger

State	Assessment Area	County	State Code	MSA/MD Code	County Code	2021 TCF Changes
Michigan	MI Non-MSA	St. Joseph	26	99999	149	
Michigan	MI Non-MSA	Tuscola	26	99999	157	Added
Michigan	MI Non-MSA	Van Buren	26	99999	159	
Michigan	MI Non-MSA	Wexford	26	99999	165	
Minnesota	Duluth MSA	St. Louis	27	20260	137	Added
Minnesota	Mancato MSA	Blue Earth	27	31860	013	Added
Minnesota	Minneapolis MSA	Anoka	27	33460	003	Added
Minnesota	Minneapolis MSA	Carver	27	33460	019	Added
Minnesota	Minneapolis MSA	Dakota	27	33460	037	Added
Minnesota	Minneapolis MSA	Hennepin	27	33460	053	Added
Minnesota	Minneapolis MSA	Ramsey	27	33460	123	Added
Minnesota	Minneapolis MSA	Scott	27	33460	139	Added
Minnesota	Minneapolis MSA	Sherburne	27	33460	141	Added
Minnesota	Minneapolis MSA	Washington	27	33460	163	Added
Minnesota	Minneapolis MSA	Wright	27	33460	171	Added
Minnesota	St. Cloud MSA	Stearns	27	41060	145	Added
Multi-State	Cincinnati	Boone	21	17140	015	
Multi-State	Cincinnati	Kenton	21	17140	117	
Multi-State	Cincinnati	Butler	39	17140	017	
Multi-State	Cincinnati	Clermont	39	17140	025	
Multi-State	Cincinnati	Hamilton	39	17140	061	
Multi-State	Cincinnati	Warren	39	17140	165	
Multi-State	Weirton	Jefferson	39	48260	081	
Multi-State	Weirton	Hancock	54	48260	029	
Multi-State	Wheeling	Belmont	39	48540	013	
Multi-State	Youngstown	Mahoning	39	49660	099	
Multi-State	Youngstown	Trumbull	39	49660	155	
Multi-State	Youngstown	Mercer	42	49660	085	
Ohio	Akron	Portage	39	10420	133	
Ohio	Akron	Summit	39	10420	153	
Ohio	Canton	Carroll	39	15940	019	
Ohio	Canton	Stark	39	15940	151	
Ohio	Cleveland	Cuyahoga	39	17460	035	
Ohio	Cleveland	Geauga	39	17460	055	
Ohio	Cleveland	Lake	39	17460	085	
Ohio	Cleveland	Lorain	39	17460	093	
Ohio	Cleveland	Medina	39	17460	103	
Ohio	Columbus	Delaware	39	18140	041	
Ohio	Columbus	Fairfield	39	18140	045	
Ohio	Columbus	Franklin	39	18140	049	
Ohio	Columbus	Licking	39	18140	089	
Ohio	Columbus	Madison	39	18140	097	
Ohio	Columbus	Pickaway	39	18140	129	
Ohio	Columbus	Union	39	18140	159	
Ohio	Dayton	Greene	39	19380	057	

HUNTINGTON BANK ASSESSMENT AREAS

Post TCF Merger

State	Assessment Area	County	State Code	MSA/MD Code	County Code	2021 TCF Changes
Ohio	Dayton	Miami	39	19380	109	
Ohio	Dayton	Montgomery	39	19380	113	
Ohio	Lima	Allen	39	30620	003	
Ohio	Mansfield	Richland	39	31900	139	
Ohio	Springfield	Clark	39	44220	023	
Ohio	Toledo	Fulton	39	45780	051	
Ohio	Toledo	Lucas	39	45780	095	
Ohio	Toledo	Ottawa	39	45780	123	
Ohio	Toledo	Wood	39	45780	173	
Ohio	Ohio Non-MSA	Ashland	39	99999	005	
Ohio	Ohio Non-MSA	Ashtabula	39	99999	007	
Ohio	Ohio Non-MSA	Columbiana	39	99999	029	
Ohio	Ohio Non-MSA	Crawford	39	99999	033	
Ohio	Ohio Non-MSA	Defiance	39	99999	039	
Ohio	Ohio Non-MSA	Erie	39	99999	043	
Ohio	Ohio Non-MSA	Fayette	39	99999	047	
Ohio	Ohio Non-MSA	Guernsey	39	99999	059	
Ohio	Ohio Non-MSA	Hancock	39	99999	063	
Ohio	Ohio Non-MSA	Hardin	39	99999	065	
Ohio	Ohio Non-MSA	Harrison	39	99999	067	
Ohio	Ohio Non-MSA	Henry	39	99999	069	
Ohio	Ohio Non-MSA	Huron	39	99999	077	
Ohio	Ohio Non-MSA	Knox	39	99999	083	
Ohio	Ohio Non-MSA	Logan	39	99999	091	
Ohio	Ohio Non-MSA	Marion	39	99999	101	
Ohio	Ohio Non-MSA	Muskingum	39	99999	119	
Ohio	Ohio Non-MSA	Putnam	39	99999	137	
Ohio	Ohio Non-MSA	Ross	39	99999	141	
Ohio	Ohio Non-MSA	Sandusky	39	99999	143	
Ohio	Ohio Non-MSA	Seneca	39	99999	147	
Ohio	Ohio Non-MSA	Tuscarawas	39	99999	157	
Ohio	Ohio Non-MSA	Washington	39	99999	167	
Ohio	Ohio Non-MSA	Wayne	39	99999	169	
Ohio	Ohio Non-MSA	Williams	39	99999	171	
Ohio	Ohio Non-MSA	Wyandot	39	99999	175	
Pennsylvania	Erie	Erie	42	21500	049	
Pennsylvania	Pittsburgh	Allegheny	42	38300	003	
Pennsylvania	Pittsburgh	Beaver	42	38300	007	
Pennsylvania	Pittsburgh	Butler	42	38300	019	
Pennsylvania	Pittsburgh	Washington	42	38300	125	
Pennsylvania	Pittsburgh	Westmoreland	42	38300	129	
Pennsylvania	PA Non-MSA	Lawrence	42	99999	073	
South Dakota	Sioux Falls MSA	Minnehaha	46	43620	099	Added
West Virginia	Charleston	Kanawha	54	16620	039	
West Virginia	Huntington	Cabell	54	26580	011	

**HUNTINGTON BANK ASSESSMENT AREAS
Post TCF Merger**

State	Assessment Area	County	State Code	MSA/MD Code	County Code	2021 TCF Changes
West Virginia	Huntington	Putnam	54	26580	079	
West Virginia	Huntington	Wayne	54	26580	099	
West Virginia	Morgantown	Monongalia	54	34060	061	
West Virginia	Parkersburg	Wood	54	37620	107	
West Virginia	WV Non-MSA	Harrison	54	99999	033	
West Virginia	WV Non-MSA	Lewis	54	99999	041	
West Virginia	WV Non-MSA	Marion	54	99999	049	
West Virginia	WV Non-MSA	Randolph	54	99999	083	
West Virginia	WV Non-MSA	Ritchie	54	99999	085	
Wisconsin	Milwaukee	Milwaukee	55	33340	079	Added
Wisconsin	Milwaukee	Waukesha	55	33340	133	Added
Wisconsin	Racine MSA	Racine	55	39540	101	Added

Public Exhibit 11

2020 Community Plan

Huntington Bank Community Plan

In May 2016, Huntington announced its first-ever five-year Community Plan (“2016 Plan”). The \$16.1 billion commitment addressed needs in Huntington’s and FirstMerit’s combined footprint with goals for increasing lending to small businesses, creating jobs, and providing consumers access to credit including mortgages and loans as well as investments in and credit support for affordable housing and other neighborhood construction and revitalization loans.

Huntington worked with the National Community Reinvestment Coalition (“NCRC”) and their members to develop the 2016 Plan which included total investments and loans of \$16.1 billion with approximately \$3.7 billion of new funding focused on meeting the needs of low- and moderate-income borrowers (“LMIB”) and communities (“LMIT”), women, persons in vulnerable classes (collectively, the “Underserved”); majority minority communities (“MMT”), and racial and ethnic minorities (collectively, “Minority”); and small businesses. Specific goals were set in the amounts of \$5.7 billion for single family mortgage lending, \$6.6 billion in small business lending, \$3.7 billion for community development lending and investments, and \$80 million in philanthropy and other initiatives.

As of June 2020, Huntington has met or exceeded all goals set forth in the five-year 2016 Plan, with only two branch openings remaining, in an LMIT and/or an MMT.

Huntington has a long history of serving our communities and delivering on our purpose. In the wake of the COVID-19 pandemic and continued racial and ethnic inequity, we seek to advance social and economic equality for our colleagues and our communities through our new \$20B Community Plan (“2020 Plan”).

The 2020 Plan addresses four key areas of need identified through conversations with our community partners, including members of NCRC, colleagues and customers:

- Consumer and Home Lending
- Business Banking
- Community Development Lending and Investing
- Philanthropic Giving and Other Support

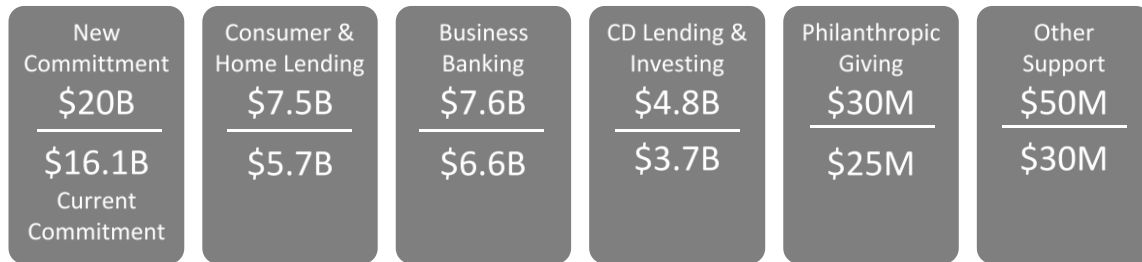
We intend to accomplish this by continuing to leverage our current loan and investment programs, but with a refocused effort on serving specific needs within Minority and Underserved communities and creating new products and programs to meet identified community needs. Additionally, we will continue to serve our communities’ financial service needs through our affordable banking products, specifically Asterisk-Free Checking®, which includes 24-Hour Grace® and All-Day DepositSM.

This document highlights how Huntington anticipates investing in and partnering with our local communities. However, we are committed to continue listening to our colleagues’, our communities’ and our customers’ needs and to develop ideas that will

accelerate our initiatives and continue to improve the lives of the those who live and work in our communities.

The 2020 Plan does not detail all community development or social equity activities that Huntington currently undertakes or intends to undertake in the future as new needs are identified. It is also important to note that while we expect an economic recovery, achieving many of the goals of the 2020 Plan are subject to a stable market environment and other risks, assumptions and uncertainties which are out of our control. Moreover, the goals set forth herein are subject to our obligation to ensure we maintain the safety and soundness of Huntington as a strong financial institution.

The 2020 Plan outlines the goals Huntington has developed to address the identified needs of the communities we serve. Total investments and loans of \$20 billion with approximately \$4 billion of new funding will be provided to meet the needs of Underserved and Minority communities and small businesses. This 2020 Plan will remain in place for five years, beginning September 1, 2020.



Business Banking

Huntington is a leader in small business lending and will continue to support small businesses through innovative products and programs. We will continue to listen to the needs of small businesses and expand product and service offerings to help them achieve their goals.

To effectively help small businesses, Huntington intends to:

- Originate \$7.6 billion in loans to small businesses (SBB) and small businesses in LMI tracts (SBT), over a five-year period. Loans may be originated through Huntington and/or its affiliates.
- Provide, at no cost to our business customers, All-Day Deposit^{SM1}, 24-Hour

¹ All Day DepositSM gives customers until midnight when depositing through ATMs or the Huntington Mobile App. No need to rush to beat an easy cut-off time.

Grace², and a no overdraft fee \$50 Safety Zone³.

- Continue to offer current programs and products and expand internal and external awareness through outreach to key partners including non-profits, county and local government, minority, women and veteran-led organizations and financial institutions.
- Enhance electronic access to information for customers and others interested in banking products and services for businesses.
- Help businesses analyze and manage their budgets through innovative digital checking account tools which provide easy access to spending analysis and alert businesses to upcoming expenses and future cash shortfalls.
- Continue development of the continuum of care for small businesses, with an emphasis on providing access to capital for minority, women and veteran-owned businesses by developing and implementing:
 - A Huntington micro loan program with an initial goal of providing \$25 million in loans to minority, women or veteran-owned businesses or businesses operating in LMIT or MMT.
 - Affordable banking and treasury products to assist small businesses to better manage their cash flow.
 - Free financial education that will assist businesses in developing a business plan and financial projections.
- Consider other innovative programs to finance micro loans which will reduce reliance on more costly forms of financing.
- Provide learning and cohort opportunities to small businesses through provision of virtual group webinars, individual coaching and counseling, and services through community partnerships with a focus on expanding lending and services to Minority, Veteran, Women-owned, and Underserved businesses.

Consumer and Home Lending

Huntington will adopt an affordable housing and consumer lending goal focused on meeting the needs of Minority and Underserved communities and populations.

Huntington intends to use its current affordable mortgage products, such as Community Access Mortgage (“CAM”), or other appropriate products to drive loan production. The CAM product makes credit available to persons with below average credit scores, accepts non-traditional credit references and offers a low-down payment feature with no minimum loan amount.

² 24-Hour Grace[®] automatically waives the overdraft fee as long as the customer makes a deposit during the next business day to resolve the overdraft status.

³ With the No Overdraft Fee \$50 Safety Zone, consumer or business customers will not be charged overdraft fees as long as the account is overdrawn by \$50 or less. This is an increase from the previous \$5 limit.

While Huntington’s product suite enables us to serve a wide range of borrower needs, Huntington is committed to collaborating with its community stakeholders to identify ways in which it could modify existing products or introduce new responsible lending products to better meet the community’s evolving needs. In addition, Huntington is establishing the following goals:

- Adopt a single-family lending goal for LMIB and LMIT of \$7.5 billion over the next five years. Originations may occur through third parties and/or affiliates of Huntington.
- Continue to seek new ways to connect with Minority and Underserved populations through outreach to local centers of influence, such as non-profits, realtors, churches, local government and other community organizations.
- Support and/or create home repair programs for homeowners that address weatherization, lead abatement, and aging in place for both owner-occupied and rental properties.
- Expand consumer friendly programs which address aging housing stock and low valuations to make homeownership more accessible to markets with slow recovery.
- Support innovative lending programs such as debt manager and credit builder/repair and alternative mortgage loan products supporting unique housing situations such as community land trusts.
- Maintain parity or better performance when compared to deposit accepting peers for lending to Minority and Underserved populations in 75 percent of markets. Huntington plans to continue to partner with community-based organizations (“CBOs”) to meet plan goals.
- Participate in state housing loan programs.
- Offer loan modifications and other services through our Home Savers Program in an effort to preserve home ownership during periods of economic strife, including evaluating participation in local, regional, and national programs as they become available.

Community Development Lending & Investments

Huntington empowers our markets to engage locally. We understand that each community faces its own unique economic security and social equity challenges.

The following represent outreach, financing and support strategies that we will employ to help colleagues engage in the community in impactful ways and support the overall goals of the Community Plan and the specific objectives developed by business segments. Huntington will invest or lend \$4.8 billion in community development programs or projects supporting:

- Affordable Housing - Continue to invest in and lend to affordable housing programs and developers and expand external knowledge of current programs through outreach to key partners such as non-profits, county and local government, healthcare, and veteran-based organizations.
- Affordable Housing Development - Continue to cultivate and support small affordable housing developers by offering entrepreneurship training, sponsoring industry training on affordable housing programs, such as tax credit and FHLB applications, or by expanding previously developed programs to meet their unique needs.
- Access to Capital for Community Partners - Expand investments in local and regional Community Development Financial Institutions (CDFIs), Small Business Investment Company (SBICs), and minority financial institutions or credit unions that provide: micro-lending, products and services in LMIT and MMT, support for loan pools and equity equivalent (EQ2) investing, and grants for technical assistance and that offer innovative programs meeting community needs.
- Food Security - Support programs that address food security issues in the community including food deserts, transportation challenges, access to fresh and healthy foods and educational programs examples of which may include community gardens, food banks and other innovative programs.
- Financial Empowerment - Provide financial education programs delivered in person and virtually including programs aligned with product launches to ensure outreach.
- Workforce Development - Continue to identify and support programs which create job opportunity through workforce development.

Other Initiatives

Over the next five years, Huntington intends to provide \$50MM in economic impact or other programming support, including, but not limited to, the following:

New Branch Locations

Huntington's plans to open the remaining 2 locations in LMIT and/or MMT.

Bilingual & Multilingual Services

Huntington will strive to support bilingual populations by employing bilingual colleagues in relevant branches, and in compliance with current regulatory expectations, translate marketing materials, and provide other services that are deemed important to the community.

Banking Services

Huntington intends to continue to offer its consumer-friendly Asterisk-Free Checking® product that addresses specific community needs, with All-Day DepositSM and 24-Hour

Grace® for consumers and businesses. We will consider other innovations that provide greater access to traditional banking services to the un-banked and under-banked, working to pair knowledge of Asterisk-Free Checking® product with financial education and credit building/repair offered by CBOs.

Supplier Diversity

Huntington will continue its focus on procuring services from a diverse pool of suppliers and will work to maintain its overall percent of diverse spend at 25%, but at a minimum will achieve at least two times the industry average which is currently 9.2%

Colleague Diversity, Equity & Inclusion

Huntington will continue its focus on expanding the diversity of our middle to executive management levels to be comprised of 50% gender, race or ethnic diversity, aligning more closely to the communities we serve.

New and Diverse Community Partners

Huntington will continue to partner with new minority-led community partners and will work towards developing 50 new relationships with minority-led CBOs over the course of the Plan. Additionally, Huntington will put into place a mechanism for tracking and reporting on the diversity of our partnerships.

Alternative Underwriting and Credit Scores

Huntington plans to continue to use alternative credit as well as evaluate alternative underwriting and credit scoring approaches, such as VantageScore or Experian Boost.

Second Review

Huntington will continue to conduct a second review of denied applications. Huntington will continue to refer denied applicants to local community organizations for assistance where relationships exist.

Payday Lending

Huntington does not finance payday lending activity and will continue to work towards developing lower cost solutions to meet community needs within regulatory expectations.

Marketing and Communications

Huntington will continue to develop marketing campaigns for new and existing products to reach goals outlined in the Plan. Huntington intends to market and promote its mortgage, small business, and product offerings through various advertising mediums, including, but not limited to, print collateral, advertising, social media, messaging in branches, product forums, conference/workshop/seminar support, sponsorships, media outreach around news items, public relations initiatives, client events, and communication pieces to clients and the community.

Additionally, Huntington plans to market products by conducting forums to explain the availability, benefits and terms of our products and programs to CBOs so that the CBOs can effectively refer their clients to Huntington.

Digital Inclusion

Promote digital equity for Minority and Underserved populations and communities and small businesses and small farms by identifying unique and innovative opportunities to support digital inclusion and economic mobility with state appropriate partners.

Plan Governance

Huntington will continue, with the assistance of NCRC, to maintain a National Community Advisory Council (“Council”). The Council will meet at least two times per year with one meeting occurring in person, when safely permitted. Members will be reimbursed for their travel. The Chair of the Community Development Committee of the Board and the CEO will meet with the Council at least annually.

The Council’s objective will be to: (1) review progress against the 2020 Plan, (2) provide insight and counsel on current or future strategies, products and services, (3) remain knowledgeable about Huntington products and services, and (4) actively advocate and refer people and opportunities to Huntington, ensuring the success of the 2020 Plan.

In addition, Huntington will hold annual community needs discussions and provide an update on progress against the 2020 Plan in each of its regions.

Conclusion

Huntington’s purpose of looking out for people is guiding us to do more to support minority and underserved families, communities and small businesses. Huntington commits to partner with local leaders and community organizations, including NCRC and their members, to identify economic and community development needs. This continued collaboration will ensure focus on innovative solutions to address the financial and socioeconomic barriers faced in our footprint. Through our 2020 Plan, we will invest in programs, products, and services that not only help families realize their dreams or help their businesses to grow, but ultimately secures their financial future.

Public Exhibit 12

2019 ESG Report

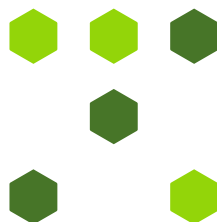


Delivering on Our Purpose



2019 ESG REPORT

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Huntington Board of Directors

front row, L-R: Robert S. Cubbin, Ann B. (Tanny) Crane, Richard W. Neu, Gina D. France
back row, L-R: Alanna Y. Cotton, Stephen D. Steinour, Kenneth J. Phelan, Lizabeth Ardisana, Steven G. Elliott, Katherine M. A. (Allie) Kline, John C. (Chris) Inglis, J. Michael Hochschwender, David L. Porteous, Kathleen H. Ransier (not pictured: Peter J. Kight)

INTRODUCTION

Executive Message

To our fellow shareholders, customers, colleagues, and community members – **Welcome.**

2019 was a successful year for Huntington. We managed through significant economic uncertainty and delivered strong financial performance by maintaining disciplined risk management, striving to serve the needs of our stakeholders, and remaining focused on our corporate social responsibility. Our deep commitment to sustainability, social impacts and ethics, and leadership enabled Huntington to deliver on our purpose of making people's lives better, helping businesses thrive, and strengthening the communities we serve. Our purpose drives our performance and our commitment to corporate social responsibility and sustainability is an integrated part of how our businesses operate and how we serve our colleagues, customers, and communities. Huntington's social responsibility and our Environmental, Social & Governance (ESG) program and performance are also important for our investors as they focus more on how their money is invested for the long term. Huntington's ESG commitments are an extension of our corporate values and drive our daily actions. Since beginning our ESG journey, each year we have advanced our commitments. While we are pleased to share our progress, we also acknowledge that there is much more to do to ensure economic and environmental sustainability and social equity.

Investing in Customers and Communities

The foundation of our Fair Play banking strategy, forged more than a decade ago, continues to drive our economic strength and value creation model. Providing transparent and fair services to our customers, offering innovative products to the economically disadvantaged, and increasing customer financial literacy are part of our investment in our customers and communities. In 2019, we invested in an omnichannel customer experience and enhanced our educational and digital capabilities. Consumers and businesses alike are using The Hub – Huntington’s digital banking solutions – for important financial tasks including managing their cash flow and detecting unusual account activity. Helping small businesses thrive remained a priority for Huntington in 2019. We were the nation’s top Small Business Administration (SBA) 7(a) lender by volume for the second consecutive year.*

We also have a history of strong community involvement and supportive civic leadership. Our \$16.1 billion Community Development Plan in support of affordable housing, homeownership, and neighborhood transformation is well ahead of our five-year goal. Our innovative public / private partnerships and investments in affordable housing, including the groundbreaking \$100 million Housing Action Fund with the City of Columbus and other corporate and community partners, continue to make a significant impact that is replicable in other communities.

Commitment to Strong Governance

Our well-rounded, skilled, and diverse Board is highly engaged and provides sound oversight of our ESG program and performance. The Board and the Executive Leadership Team regularly evaluate evolving standards and guidelines, including the Sustainability Accounting Standards, the Task Force on Climate-related Financial Disclosures, and the United Nations Sustainable Development Goals. On a regular basis, the Board’s Nominating and Corporate Governance Committee critically reviews Huntington’s ESG performance management framework against our ambitions throughout the year.

In 2019, we welcomed three new directors to the Board, bringing additional depth of experience in digital and mobile technology, consumer marketing and brand development, product innovation, and risk management. With these three additions, 40% of our Board is diverse in terms of race or gender, better reflecting our colleagues, customers, and communities.

* Huntington is #1 in the nation in number of SBA 7(a) loans from October 1, 2017 to September 30, 2019. Source: U.S. Small Business Administration (SBA)

Stepping Up in a Time of Crisis

This report comes during a prolonged period of a pandemic with extended economic uncertainties. We share deep empathy with those impacted by COVID-19 and offer our gratitude to the healthcare professionals and essential workers, including our own Huntington colleagues, who have remained on the front lines during the pandemic. We have an incredibly important role to play during this time. Guided by our purpose, our first priority was, and continues to be, the health and safety of our colleagues and customers. We quickly implemented employee relief benefits, such as paid emergency leave and emergency childcare time off. We are pleased with our ability to effectively adapt our businesses to meet the current challenges and adjust to changing customer needs. Our colleagues have done a wonderful job continuing to serve our customers through branch locations, operations centers, our customer solutions call center, and online banking.

In addition, we quickly partnered with SBA at the national level to support our small business community, as well as continuing to serve our other commercial customers and consumers. The many relief measures we implemented in the early days of the pandemic have helped to reduce the economic burden on individuals, families, communities, and businesses. During the first two months of the pandemic in the U.S., we supported non-profit safety net services and payment deferrals helped more than 51,000 consumer, 3,000 business banking, and 700 commercial customers manage through these difficult times.

As we write this letter, we are on the road to recovery from COVID-19. We are taking actions now so we can look back on this crisis and be proud of how we came together as an organization and with our partners to make things better for all. We believe we will emerge from this crisis with renewed strength and continue to deliver for our stakeholders. We look forward to sharing more about these efforts and outcomes in next year’s ESG report.

Focus on Risk Management

Starting at the Board level with our Risk Oversight Committee, every year we reevaluate and reinforce our risk management protocols. In 2019, we created our Global Risk Assessment Group overseen by our Chief Risk Officer. This in-house “think tank” assesses the risk landscape with comprehensive analysis, in collaboration with other areas of our organization, on topics ranging from climate change to disruptive technologies to geopolitical risks. At Huntington, we expect everyone to understand and own risks.

Support for Our People

We have an aspiration of becoming a Category of One institution, an organization unique in the combination of its culture and performance. This journey begins with our colleagues. We continue to make colleague-first investments. Effective May 2020, we implemented a bank-wide minimum wage increase from \$16 per hour to \$17 per hour. We are one of the few banks in the country to offer an on-premises, pre-imbursed college degree program for eligible colleagues. We also invested in our Leadership Development Framework in 2019 by adding five new year-long development experiences for all levels of Huntington leaders. In addition, we promoted 86 internal candidates to senior and executive leader roles in the company.

Huntington is deeply committed to the concept of equity with our colleagues and the community. In 2019, the average annual base pay for women was 99% of their male colleagues with the same job titles and the annual base pay among minority colleagues in the bank was 98% of the salary of their non-minority counterparts. These numbers are the result of consistent reviews of our compensation programs and an unwavering commitment to non-discriminatory pay practices. We strive to engage, develop, retain, and attract talent from all backgrounds to be reflective of the communities and markets we serve. At the end of 2019, 66% of our workforce was gender or racially diverse. We have set an aspirational goal to reach 50% gender and racial diversity in our middle and executive management ranks by the end of 2021. Our gender and racial diversity for management is currently at 43% – a sign that we have made progress with more work to do.

We believe we can have a significant impact on economic inclusion through our supply chain as well. By working with minority-owned businesses, we can improve the economic conditions across our footprint and ensure our supplier base

Our purpose is to make people's lives better, help businesses thrive, and strengthen the communities we serve.

reflects the demographics of the communities we serve. In 2019, our total spending with diverse suppliers reached \$143.5 million, representing 25% of our total spend. This far exceeds the industry average of approximately 9%.

Our Environmental Progress

We are focused on understanding the impact of climate-related and environmental risks on our businesses in the short, medium, and long term to enable us to make informed strategic and business decisions. Climate change is a real issue for our colleagues, customers, investors, and the communities we serve. Accordingly, we have a responsibility to reduce Huntington's carbon footprint and we are on track to meet or exceed our multi-year Environmental Footprint Commitment to reduce greenhouse gas emissions, water usage, and landfill waste. We are both proud of our decade-long participation in the Carbon Disclosure Project and humbled by our colleague engagement – the “Green Team” – in environmental efforts. We have increased investment in environmental sustainability-focused projects and Renewable Energy Finance, and applied an ESG lens on wealth management. We have much more to do and are committed to identifying and proactively addressing climate-related and environmental risks to our businesses.

In closing, we remain resolute in advancing our ESG program and performance. Thank you for your ongoing support and commitment to our shared progress.

Stephen D. Steinour
Chairman, President and
Chief Executive Officer

David L. Porteous
Lead Director,
Board of Directors

INTRODUCTION

About This Report



This 2019 ESG report is Huntington's fourth report on our ESG commitments, results to date, and aspirations. It covers the period from January 1, 2019, to December 31, 2019, except where noted. Consistent with our 2018 ESG report, this report takes an expanded view of ESG reporting by incorporating our economic impact for our stakeholders, in addition to reporting on our continuing ESG performance.

In creating this report, we have relied on the results of our 2017 ESG materiality assessment, and we referenced established sustainability/ESG reporting frameworks, ratings, and rankings, such as the Global Reporting Initiative (GRI), Sustainability Accounting Standards (SASB), and the Task Force on Climate-related Financial Disclosures (TCFD). We have incorporated updated programs, enhanced data disclosures (including previous-year comparisons), and renewed commitments throughout this report. Our greenhouse gas reporting has been reviewed by a third-party engineering firm, which has verified its accuracy and reliability. For more information on the third-party assurance, see page 79 in the Appendix. The Appendix also contains a comprehensive list of links to our policies and codes.

We would suggest reviewing this report as a companion to our annual report. Together, these reports demonstrate our commitment to transparency and engagement with our stakeholders. We hope you enjoy learning more about our latest ESG efforts and progress, and we welcome your feedback at corporate.responsibility@huntington.com.

About Huntington*

Huntington Bancshares Incorporated is a regional bank holding company headquartered in Columbus, Ohio, with \$114 billion of assets and a network of 868 branches, including 12 Private Client Group offices, and 1,448 ATMs across seven Midwestern states. Founded in 1866, The Huntington National Bank and its affiliates provide consumer, small business, commercial, treasury management, wealth management, brokerage, trust, and insurance services. Huntington also provides vehicle finance, equipment finance, national settlement, and capital market services that extend beyond its core states. Visit huntington.com for more information.

*as of 3/31/2020

INTRODUCTION

Our Approach to ESG

We are committed to doing the right thing for our shareholders, customers, colleagues, and communities – what we call **“Looking Out for People.”**

At Huntington, we focus on the environmental, social, and governance (ESG) issues that are most important to our business and our stakeholders.

As reflected in this report, we approach ESG with a purpose-focused strategy that leverages our economic impact. As a public company, our economic impact begins with our commitment to delivering sustainable, long-term shareholder value through top-tier performance, while maintaining an aggregate moderate-to-low risk appetite and well-capitalized position. As a regional bank, our economic impact includes helping individuals and families reach their goals of financial stability and homeownership; providing businesses, especially small and mid-sized businesses, with the resources to grow; serving and uplifting the under-banked; and working in partnership to create prosperous and resilient communities.

Because we believe in **“delivering on our purpose,”** our enterprise ESG commitment is closely integrated with our core performance objectives. Our ESG performance management framework ensures ESG considerations that are most material to our stakeholders are integrated into all relevant Board Committee agendas for meaningful discussion, awareness, and governance actions. The Executive Leadership Team (ELT) is accountable for executing the ESG ambition approved by the Board, including setting and delivering on short- and long-term performance goals made public in our annual ESG report.

ESG PROGRAM FRAMEWORK



FOCUSING OUR REPORTING ON MATERIAL TOPICS*

Important

to stakeholders and the business

- Management of legal and regulatory environment
- Impacts from customers we finance and local job creation
- Environmental management system
- Energy efficiency and carbon intensity
- Executive compensation
- Financial education
- Disaster response and business continuity

More important

to stakeholders and the business

- Economic inclusion
- Colleague engagement, development, retention, and attraction
- ESG integration in asset management

Most important

to stakeholders and the business

- Financial performance
- Corporate governance and transparency
- Enterprise risk management
- Customer service, satisfaction, and advocacy
- Diversity and inclusion
- Ethical practices and purpose-driven culture
- Data security and customer privacy
- Fair and responsible banking

*Based on 2017 assessment to determine issues of greatest importance to Huntington's stakeholders and importance to the business. In a few cases, the exact wording from the original assessment of certain topics has been adjusted to reflect the latest terminology being used in the company and industry.

Materiality Assessment Process and Outcomes

To ensure that we focus our ESG strategic commitment on opportunities that are most important to our key stakeholders, and that our reporting aligns with those priorities, Huntington completed a materiality assessment during 2017. We deliberately took an integrated approach to conducting our assessment by directly considering our risk management priorities, overall corporate strategy, and purpose. We focused on evaluating topics based on both their importance to key stakeholders and to Huntington, and our ability to impact those topics.

The assessment clearly defines Huntington's most important stakeholder and business priorities as: financial performance; corporate governance and transparency; enterprise risk management; customer service, satisfaction, and advocacy; diversity and inclusion; ethical practices and purpose-driven culture; data security and customer privacy; and fair and responsible banking.

Read more about our materiality assessment process and outcomes in our [2018 ESG report](#).

Stakeholder Engagement

Driven by our purpose and guided into action through our core values, we are focused on ensuring top-tier performance and creating long-term value for our stakeholders. At its heart, our strategy is differentiated through our relentless focus on customer experience, supported by a robust risk management culture and by a distinguished customer- and community-centric mindset. We believe this shared-value approach to responsible growth, delivered by our inclusive and highly engaged colleagues, has allowed us to retain and develop deeper relationships with our customers, expand our relationships across our footprint, and reinvest in community development for the markets we serve.

For information on how we engage with our key stakeholders on ESG topics, see page 73 in the Appendix.

Alignment with United Nations Sustainable Development Goals

We have identified five United Nations (UN) Sustainable Development Goals (SDGs) on which we believe we can have a direct impact and influence and that align with our priorities. Our alignment with these goals reflects our intention to demonstrate a mindful, macro-conscious approach to impacting our stakeholders and the world around us.

The five goals that we are focused on, and our actions that support these goals, are summarized as follows:



1. No Poverty



Our commitments to financial education, to serving the under-banked, and economic inclusion programs give us a platform to help reduce poverty and drive economic empowerment for all. We have specific programs in place to put homeownership in reach for many more families, to invest significantly in affordable housing, and to provide micro-loans as low as \$5,000 to help fledgling entrepreneurs move forward with their plans. We are a leader in engaging our local communities to partner toward growth and resilience.

8. Decent Work and Economic Growth



Effective May 2020, we implemented a bank-wide minimum wage increase from \$16 per hour to \$17 per hour, and we have a strong, ongoing focus on colleague engagement, development, retention, and attraction. For our customers and communities, we work hard every day to promote investments in economic growth and prosperity, most notably through our position as the #1-ranked U.S. Small Business Administration lender in our markets.*

10. Reduced Inequalities



We believe our commitments to economic inclusion, diversity & inclusion in our workforce, and supplier diversity will help to reduce inequalities in our workplace, for our customers, and in our communities. Our 25% spend with diverse-owned companies in 2019 far exceeds the financial industry average, and we have outlined clear commitments to expand diversity among our colleagues.

11. Sustainable Cities and Communities



Fair and responsible banking is a critical component of living and working in sustainable cities and communities. We are tireless advocates for our customers and contribute to the vitality of our communities, most notably through our transformative \$16.1 billion five-year community development plan and through over 31,500 hours of volunteer service in 2019.

13. Climate Action

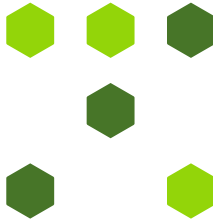


In 2019, we added Climate Action as a goal. Our Board work included focused discussions on our environmental policies and strategic efforts in the context of climate change. Our ELT is engaged in supporting advancements to positively impact both our direct and indirect role influencing climate change. We established our new Global Risk Assessment Group that conducted a comprehensive review of climate change risk and how it affects our stakeholders. Our Energy Sustainability Director led the organization in growing our results with more ambitious and longer-term goals for greenhouse gas emissions reduction.

* Source: U.S. Small Business Administration (SBA) from October 1, 2008 to September 30, 2019. Huntington is #1 in the nation in number of SBA 7(a) loans for fiscal year ending September 30, 2019.

2019

Awards and Recognitions



Workplace

2019 Forbes Awards

- Best Employers for New Grads 2019
- Best-In-State Banks
- World's Best Banks



Best Employers for Diversity
2nd Consecutive Year



Best Employers for Women
2nd Consecutive Year

Received 100% score on the Human Rights Campaign Foundation Corporate Equality Index – the leading national measurement of LGBTQ corporate support – 2014-2019

Best Workplaces for Diversity™ 2019 by Great Place to Work

Received 100% score on the Disability Equality Index – 2017-2019

2019 Best Places to Work by the Disability Equality Index

Great Place to Work Certification by Great Place to Work (August 2019-August 2020)

Best Employers: Excellence in Health & Well-being by National Business Group on Health

Customer Service and Reputation

J.D. Power & Associates

- Ranked highest in Customer Satisfaction with Mobile Banking Apps in the **2019 U.S. Banking Mobile Apps Satisfaction Study** by J.D. Power.*
- Ranked highest in Customer Satisfaction with Online Banking in the **2019 U.S. Online Banking Satisfaction Study** by J.D. Power.*

Excellent – Reputation Ranking with Customers by American Banker

2019 Greenwich Associates Awards

Excellence Awards for U.S. Small Business Banking

- National:
 - » Overall Satisfaction
 - » Likelihood to Recommend
 - » Cash Management – Overall Satisfaction
- Regional:
 - » Midwest – Overall Satisfaction
 - » Midwest – Likelihood to Recommend
 - » Midwest – Cash Management – Overall Satisfaction



Best Places to Work for LGBTQ Equality
by the Human Rights Campaign Foundation



Fortune 100 Best Places to Work for Diversity 2019™



Training Top 125 Award
by Training magazine

Community

Bronze Level President's Volunteer Service Award

in recognition of financial education facilitation with Junior Achievement

Good Together Technology Donor of the Year Award by Sage Sustainable Electronics

America's Most Responsible Companies
2020

by Newsweek



*For J.D. Power 2019 award information, visit jdpower.com/awards

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2019

ESG Highlights

Driving Economic Impact and Enhancing Our Communities



\$952 million

in community development loans and investments

190 community development loans supporting affordable housing

93% to goal in year 3 of 5-year

\$16.1 billion

community development plan

1,499 families in mortgage distress assisted through the Home Savers Program

#1 originator in SBA 7(a) loans

23.8% of branches in low-to-moderate income neighborhoods

Unwavering Commitment to Diversity, Equity, and Inclusion



40%

board diversity

43% middle and executive management diversity

24.6% diverse spend with an economic impact of 1,992 jobs supported representing \$103 million in supported wages

66%

total workforce diversity

99%

average base pay for women colleagues with the same job titles as men

98%

average base pay for minority colleagues with the same job titles as non-minorities

Delivering on Our Environmental Commitment

Updated our 2022 environmental goals



Indicator	Updated 2022 Goal
Reduce Water Use	15% ↓
Reduce Landfill Waste	25% ↓
Reduce Paper Printing	25% ↓

Mid-Term Goal

Reduce Greenhouse Gas Emissions by

31% by 2027

Long-Term Goal

Reduce Greenhouse Gas Emissions by

41% by 2037

All goals are benchmarked against a 2017 baseline.

Managing Risk Responsibly



100%

of colleagues completed risk and developmental training

Strengthened our cybersecurity leadership team and increased cyber support staff by **60%**

Recognition for Our Progress



Newsweek 2020 Most Responsible Companies

One of Forbes Best Employers for Diversity and Women



Economic

Company Overview and Financial Impact

CUSTOMER FOCUS AND IMPACT

Customer Advocacy, Experience, and Satisfaction

BUSINESS FOCUS AND IMPACT

Business and Commercial Banking

COMMUNITY FOCUS AND IMPACT

Investing in Communities

Affordable Housing and Homeownership

Community Outreach and Philanthropic Investments

WE'RE FOR PEOPLE*

Huntington colleagues are committed to creating shared value for our shareholders, customers, communities, and each other.



ECONOMIC

Company Overview and Financial Impact

At Huntington, our business model and approach to generating sustainable returns are anchored by the concept of shared value. We are committed to our purpose of **making lives better, helping businesses thrive, and strengthening the communities we serve**. By remaining focused on this pursuit, we are able to achieve long-term financial success.

Our goal is to build sustainable long-term shareholder value:

- Through consistent organic growth;
- While maintaining an aggregate moderate-to-low risk appetite;
- While minimizing earnings volatility through the cycle; and
- With disciplined capital management.

OUR PURPOSE AND VALUES

Every day, our colleagues fulfill our purpose and drive performance by embodying our core values:

Can-Do Attitude: We enthusiastically work and succeed together.



Service Heart: We work with an inclusive spirit, putting ourselves in each other's shoes to better understand how we can help.



Forward Thinking: We are always looking ahead for ways to be the very best.



Our colleagues' efforts to better serve our customers and their financial needs, in turn, enable the strength and growth of our communities and the success of our business.

Long-Term Value Creation

To drive sustained shareholder value through economic cycles, we continue to build on **several key advantages that differentiate us in our markets:**

- Our talented, diverse colleague base that embodies our purpose and values
- Our purpose-driven culture that looks out for people
- Our “Welcome” brand promise that promotes inclusiveness in all that we do
- Strong relationships with our customers and our ability to provide them with exceptional experiences
- Our distinguished products and services driven by our innovative mindset
- Our commitment to community involvement and leadership
- Our strong financial position, which allows us to continue to invest in our future

Our ESG foundation and commitments are thoroughly integrated into our performance objectives and core business strategies. By facilitating sustainable, long-term value creation, we are looking out for our shareholders, colleagues, customers, and communities.

Financial Highlights

The Midwest is known for its humility, hard work, and for taking on challenges that come our way. 2019 ended up being the kind of year where these traits proved invaluable. What began as a year of healthy growth and an expectation of multiple interest rate increases very quickly evolved into a global marketplace facing significant economic uncertainty, market volatility, and falling interest rates. Huntington was able to manage through these challenges and deliver sound financial performance because of our commitment to the values and goals outlined throughout this report.

Despite these headwinds, we reported our fifth consecutive year of record net income. Earnings per common share grew six percent and reached their highest levels since the Global Financial Crisis. We believe our return on key metrics such as profitability ratios, return on average assets, and return on average common equity continue to compare favorably with our peers.

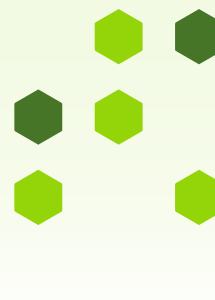
We remain focused on creating shared value for our stakeholders through superior financial performance. Disciplined financial execution, coupled with scale achieved both organically and through acquisitions, positions Huntington as a stable, sustainable financial institution, and allows us to create meaningful economic value across our footprint.

FINANCIAL HIGHLIGHTS AND TRENDS

(in millions, except per share amounts)

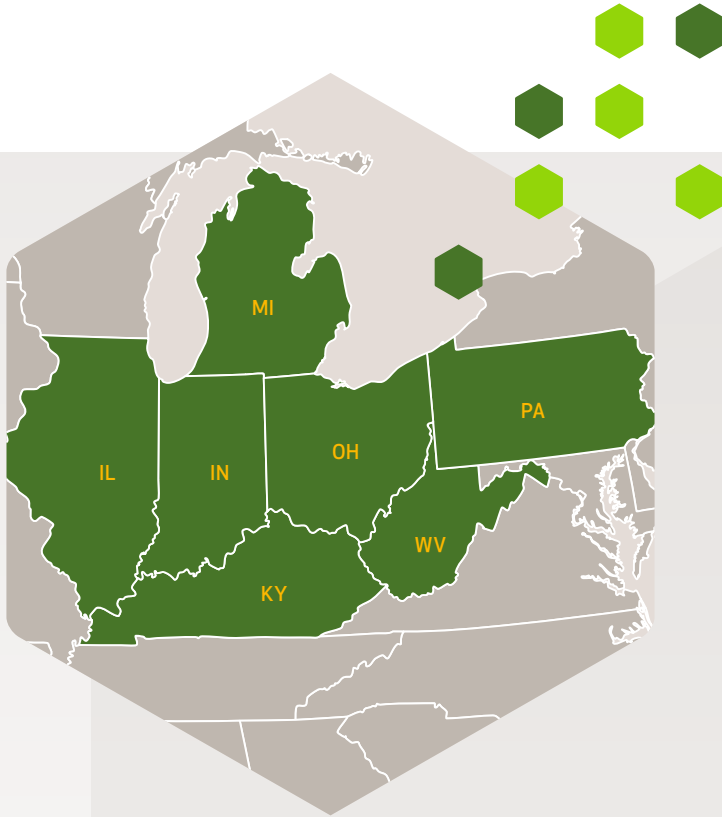
		2017	2018	2019
Balance Sheet	Total Assets	\$104,185	\$108,781	\$109,002
	Total Loans and Leases	\$70,117	\$74,900	\$75,404
	Total Deposits	\$77,041	\$84,774	\$82,347
	Total Equity	\$10,814	\$11,102	\$11,795
Income Statement	Total Revenue*	\$4,359	\$4,540	\$4,693
	Net Income	\$1,186	\$1,393	\$1,411
	EPS	\$1.00	\$1.20	\$1.27

*fully-taxable equivalent



2019 Market Presence

Our “Welcome” brand promise centers around our inclusive, relationship-building capabilities designed to best meet each customer’s specific needs. Across our seven-state footprint, we serve our customers through a banking network of more than 800 retail branches as well as digital, telephone, and ATM banking capabilities.



Our geographic footprint

REGIONAL HEADQUARTERS:

- Columbus, Ohio
- Chicago, Illinois
- Indianapolis, Indiana
- Detroit, Michigan
- Grand Rapids, Michigan
- Akron, Ohio
- Canton, Ohio
- Cincinnati, Ohio
- Cleveland, Ohio
- Toledo, Ohio
- Pittsburgh, Pennsylvania
- Charleston, West Virginia

EXTENDED FOOTPRINT PRODUCTS:

- Asset Finance
- Auto
- Corporate
- Food & Agriculture
- Franchise
- Healthcare
- Marine & RV
- National Settlements
- Sponsor Finance
- Huntington Technology Finance

OHIO

Branches: **424**
 Deposits: **\$51.9**
 Loans: **\$40.7**
 ATMs: **835**

ILLINOIS

Branches: **35**
 Deposits: **\$2.5**
 Loans: **\$6.2**
 ATMs: **36**

MICHIGAN

Branches: **277**
 Deposits: **\$17.1**
 Loans: **\$17.1**
 ATMs: **383**

PENNSYLVANIA

Branches: **45**
 Deposits: **\$4.2**
 Loans: **\$7.2**
 ATMs: **65**

WEST VIRGINIA

Branches: **25**
 Deposits: **\$2.2**
 Loans: **\$2.0**
 ATMs: **45**

INDIANA

Branches: **40**
 Deposits: **\$3.8**
 Loans: **\$5.7**
 ATMs: **72**

KENTUCKY

Branches: **10**
 Deposits: **\$0.6**
 Loans: **\$2.8**
 ATMs: **12**

Dollar figures in billions
 Represents funded and unfunded loan and lease commitments.

Over 150 years

of serving the
 financial needs of our
 customers

15,664

Colleagues

\$109B

Assets

868

Branches

1,448

ATMs

WE'RE FOR PEOPLE*

Our customers guide us in making banking easier. We listen at their kitchen tables and share life moments to understand their needs.



ECONOMIC

Customer Focus and Impact

Customer Advocacy, Experience, and Satisfaction

Everything we do at Huntington revolves around serving our customers, helping them meet life's moments and plan for the future – whether it be in their business, in their personal lives, or for their family. This purpose compels us to continually innovate to serve customers in new, convenient ways, but to also remain grounded in sound and fair banking principles.

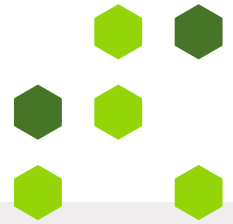
We strive to support our markets and communities in a responsible manner, contributing to an environment of economic stability and sustainable growth. **Huntington will not discriminate against any person on the basis of age, race, gender, sexual orientation, religion, national origin, mental or physical handicap, or any other protected class.** We conduct business only with customers that we reasonably believe to be of good reputation and to have acquired funds through legitimate means. You can read more on these commitments in the appendix.

“ At Huntington, our advocacy is about putting yourself in someone else's shoes, looking out for them, and being a champion for our customers.

- Carrie Birch, Customer Advocacy Director

Our policies relating to fair, responsible, and inclusive lending are overseen by the Board-level Community Development and Risk Oversight committees. These committees review the company's compliance with standards, including Unfair, Deceptive, or Abusive Acts and Practices (UDAAP) requirements. We are committed to transparent banking, financial practices, and prudence in all dealings with our customers.

Our commitment to fair, responsible, and inclusive banking is demonstrated through our focus on these four areas:



1 Product Development and Marketing

- Identify the needs of customers and develop products and tools to meet those needs
- Communicate and market those products so that customers are aware of them and their advantages

2 Sales and Service

- Identify customer needs and look out for them by building optimal consumer relationships

3 Complaint Management

- Utilize data analytics to identify opportunities for improving customer experience

4 Compliance

- Ensure we adhere to regulations and to regulatory expectations using a risk-based approach

We strive to offer products and services that are transparent, competitive, and fair. Key offerings include:

- **Asterisk-Free Checking[®]** involves no fees to open the account, no costs to maintain it, and no minimum balance requirement.
- **24-Hour Grace[®]** overdraft fee relief comes free with all consumer Checking, Savings, and Money Market deposit accounts.
- **All Day DepositSM** provides the convenience to deposit funds until midnight through ATMs or the Huntington Mobile App.
- **Huntington Heads Up[®]** offers real-time insights into spending and savings to help consumers make more informed decisions with their money.
- **The Hub** delivers a suite of digital banking tools such as Spend Analysis, Spend SetterSM, and Look Ahead CalendarSM to help customers better understand their financial position. For Business Banking customers, Cash Flow Forecast and Cash Position help to predict upcoming cash conditions.
- **Business Banking Online platform** provides additional tools which fit industry-specific needs and global operations.



Responsible Banking Includes Keeping Our Planet at the Forefront of the Commercial Decisions We Make

Regardless of the business segment, all commercial loans that are secured by real estate assets must have adequate environmental due diligence. When these loans are evaluated, any potential or real environmental risk issues associated with the collateral must be evaluated. Both the Huntington Real Estate Technical Services group and the Environmental Risk Team are involved in evaluating potential environmental concerns, assessing the level of risk, and interpreting the policy to assist in the mitigation of risk.

Our Entire Product Development Process Revolves Around Our Customers

Throughout every step in our product development lifecycle, we maintain a consistent focus on looking out for our customers and their needs.

Product Clarity: Huntington takes great care in deciding what products, services, and benefits we offer to our customers. We work hard to ensure that our products and services are useful and beneficial to our target markets, that they are not confusing for customers to understand, and that terms are clearly explained and disclosed. All products, whether they are new, modified or expanded, are carefully reviewed by the Products and Services Risk Committee before release.

Fair Pricing: Offering products and services in a responsible manner requires an initial review of our pricing and fee structures to ensure we are both competitive and fair. Evaluating our pricing and fees is a continual process to ensure that what was once fair remains so in light of any changes to the product, expenses, the way it is offered, or the marketplace as a whole.

Honest Marketing: We carefully consider how to present our products, services, and benefits to our audiences. Advertising content must support our brand promise while also including the necessary disclosures. We review all materials to ensure they are fair, honest, and respectful to consumers.

Responsible Lifecycles: Sometimes, being fair and responsible means we discontinue a product, service, or benefit, particularly when we determine that the fees we need to charge, based on processing or risks, become prohibitive or excessive to customers. We may also stop offering a product or service when customers are no longer able to reasonably access, utilize, or receive the benefits. A change in the regulatory environment may also require us to stop offering a product or service.

Listening to Our Community Partners

Enterprise outreach and listening sessions with community development and local non-profit partners continued in 2019. Since launching these forums, they have become integral to providing a better understanding of the unmet financial needs in low- to moderate-income communities. These meetings have resulted in numerous enhancements to our products and services and now serve as a continuous feedback loop for product development and execution. We are active in this area in all our markets and are proud to be an industry leader.

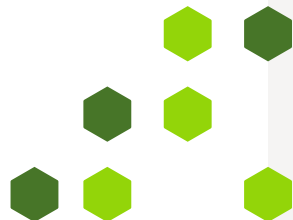


Targeted Customer Resource Groups Provide Support Where It Is Needed Most

We support economic opportunity for all. This means holding ourselves to heightened standards to ensure access to quality banking services for all our customers. Our Customer Resource Groups provide dedicated outreach, financial wellness training, and specialized products and services to vulnerable populations in our footprint, including:

- Service members and veterans
- Youth and students
- Aging population
- Non-English speaking individuals
- Those with disabilities
- Those with limited financial literacy
- Unbanked or underbanked persons
- Financially distressed customers

For more information about our community outreach and assistance efforts, see the Community Focus and Impact section of this report, beginning on page 26.



Looking Out for Those Who Look Out for Us

Huntington prides itself on a strong commitment and service to the unique needs of the members of the military. In 2019, we introduced several new tools and solutions designed to make their lives easier.

Direct Military Service Lines: We learned through our customer feedback channels that veterans, service members, and their families benefit greatly from consistent, personalized support. In November, we launched a customized toll-free number for service members in the U.S. and an international number for service members and their families stationed overseas. This number connects them directly with members of our customer service team that are specially trained to answer military family questions.

Enhanced VA Loan Benefits: We offer Department of Veterans Affairs (VA) loans with special options including low fixed rates, low down payment options, and flexible sources for down payments as well. For veterans and active personnel that elect to finance a home with a VA loan, we limit all closing costs to \$500. If these military customers choose another mortgage loan type, we pay the appraisal fee for qualified borrowers.

Special SBA Loan Benefit: In November, we began waiving all closing costs on SBA loans up to \$350,000 for qualified veteran-owned businesses. It's another way we're looking out for those who sacrifice so much for this nation.

We are proud to support our active servicemembers through the Servicemembers Civil Relief Act (SCRA), which gives military members a wide range of protections and benefits while on active duty. More information on the SCRA is available in the appendix of this report.

Huntington is deeply committed to hiring and supporting veterans and our active-duty colleagues. For more information on these benefits, see page 60 of this report.

Returning to a Place to Call Home

We welcomed home 333 families with VA loans in 2019 totaling \$57M

Supporting Veteran-Owned Businesses

In 2019, we began waiving all closing costs for veterans receiving qualified SBA loans

Customer Tools Make Banking Easy



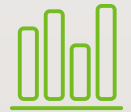
SPEND SETTERSM



SAVINGS GOAL GETTERSM



HUNTINGTON HEADS UP[®]



CASH FLOW FORECAST

Customer Support and Advocacy

The only thing constant in life is change. At Huntington, we understand to fulfill our purpose of helping people, we must continually adapt, not just to broad changes in technology or the economy, but on a personal level with our customers. We must be there to support them throughout the course of their lives as their needs change.

Huntington approaches customer experience and service with the same forward-thinking mindset encompassed in our company's core values. Our goal is to provide superior customer experiences that are viewed as a differentiating competitive factor that can drive top-quartile performance and place ourselves in a Category of One. The Customer Experience Innovation Team seeks opportunities to introduce improved, and entirely new, customer experiences aligned with where customers are and where they want to be in the future.

Over the last several years, we've transformed the way we ideate new solutions and develop new products for customers. We have refined our customer-focused approach by co-designing certain products and services with our customers. This doesn't happen just in focus groups and surveys, but also in one-on-one conversations around kitchen tables and inside small businesses. We spend time listening side-by-side with a variety of customers, reviewing potential new solutions, and observing the ways in which current solutions fall short of expectations. These human-centered design principles have allowed us to gain deeper insights and find more innovative and relevant solutions.

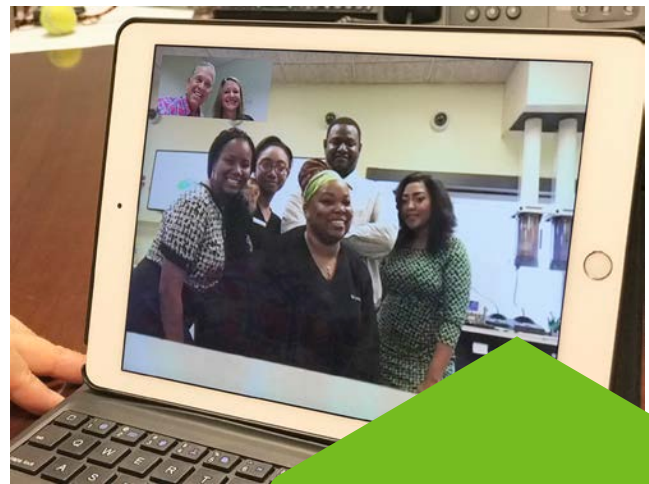
Once a new product or service launches, this work continues. We've recently added tools to create a more robust and continuous feedback loop. This level of engagement with our customers allows us to understand what drives satisfaction during some of their key interactions with us, such as account opening, mortgage origination, and personal interactions at a branch. This led to two new introductions in 2019, the **Financial Health Quiz** and **Huntington Heads Up**®.

The **Financial Health Quiz** is a short, customer-facing survey, which looks at information specific to each customer to guide them toward more customized and efficient banking solutions. This represents a paradigm shift within a broader retail banking world that has often centered on a sales process. When customer solutions are focused on what's best for the bank, satisfaction can suffer. Our human-centered design process allows us to uncover insights that improve the retail bank experience.

These insights include the anxiety and discomfort many consumers feel during in-person banking interactions. Interestingly, we also uncovered a significant amount of anxiety that our bankers felt during this process. Through our work with customers and our colleagues, we found a way to reorient the entire interaction around the customer in a way that felt comfortable and personal, but not over-reaching or intrusive. The ideal conversation flow was then captured and facilitated in what we call the Financial Health Quiz – a conversation guide that puts the customers' needs at the center of the conversation, uncovering insights about their goals and aspirations that allow Huntington colleagues to make relevant and personalized product and service recommendations.

The quiz also creates a roadmap for follow-up visits and conversations, so we can continue to coach and guide the customer long after they walk out of the branch. Our knowledge of a customer's long-term financial goals and priorities can be leveraged to provide real-time notifications and custom communications. They may be delivered through email, social media posts, or through targeted push notifications within The Hub. The ultimate end goal is to proactively guide customers to achieve their financial goals and to adjust with them throughout various life moments, whether that means saving for college, buying a first home, or making sure they are on track for retirement.

Huntington Heads Up® is a digital, mobile engagement system that delivers personalized financial insights to customers. It too originates from conversations with our customers. They shared stories of checking their accounts multiple times each day. When asked what exactly they were expecting to find, their answers were often vague. They said they were just looking to make sure there weren't any surprises. This led us to believe we could alleviate their anxiety by offering real-time account monitoring that delivers customized alerts that customers care about; alerts include duplicate transactions, unusual spending patterns, or a transaction at a new merchant. We also use these messages to keep customers updated on how they are doing with budgets they've created or goals they've set. Now our customers have one less thing to worry about because they know that we are helping them watch their account.



The Financial Health Quiz – a conversation guide that puts the customers' needs at the center of the conversation, uncovering insights about their goals and aspirations



An Innovative Mindset

This was a year of significant, impactful investment in digital technologies to support our goal of sustainable growth. By implementing new technologies, we're better able to live our purpose at Huntington, helping others and strengthening communities by improving the customer experience and offering increased security and convenience. Additionally, this increased efficiency allows us to cut down on wasted time and resources and allows our colleagues to spend more time focused on talking with our customers, understanding their needs, and finding solutions.

The Huntington Innovation Program

In 2019, we implemented a multi-pronged Innovation Program designed to help drive growth, efficiency, and improvement of the customer experience in a disciplined, sound, and safe manner. The program was designed to encourage external innovation by continuously monitoring industry trends and identifying meaningful business opportunities and partnerships, as well as internal innovation by fostering new ways of thinking throughout the bank.



Innovation Process

A defined process is essential to promote adoption and achieve success. At Huntington, we want to drive a deep curiosity within our colleagues and help them focus on new possibilities. Our process focuses on three I's: Ideate, Incubate, and Implement. Along this path, we seek to sponsor innovative ideas with the goal of commercialization.

Exploring New Technologies

We are constantly evaluating new and disruptive technologies and business models to understand their feasibility and any potential risks. Whether this leads to forming new teams to investigate innovative technologies or building, buying, or forging partnerships around them, we work with internal stakeholders to identify priorities and then focus efforts on specific verticals, such as payments and deposits, to find opportunities. We support this effort with robust risk management to ensure our goal of enhanced speed and agility is achieved in a disciplined, sound, and safe manner.

In 2019, we laid out our vision for a Huntington Innovation Lab. The lab is designed to be customer-centric, accelerating ideas designed to improve the lives of customers. The lab will draw on both internal and external resources and consist of considerable technological support where strategists, business model creators, and technologists can sit side by side developing new customer solutions. We've also organized several small-scale events and forums designed to foster new ideas for business challenges, and encourage colleagues and community partners to collaborate, solve problems, and support an innovative culture.

Forward Thinking Is a Key Value

Always look ahead for ways to be the very best. Use energy and time each day to innovate, explore, and improve.



Mobilizing Colleagues

We are utilizing a variety of communication tools, learning and development trainings, and enterprise resource coaching to continuously drive an innovation mindset among colleagues and provide resources for them to succeed. In 2020, we will look to more formally administer this process through a cloud-based idea generation platform.

Performance Management

Innovation in the form of a forward-thinking mindset has always been a part of Huntington's core values. In creating a true innovative culture, we are adding several metrics into employee reviews, including financial metrics from implemented ideas, the time to move concepts through the innovation process, customer service metrics, and metrics from our internal Voice Survey. We will continue to expand and develop forms of recognition and support for colleagues around innovation in 2020.

More Control to Consumers with Akoya

In 2019, Huntington joined 10 other member banks on the Akoya platform. Akoya is a technology startup that provides a network-based solution for the sharing of financial data between banks and data recipients, such as third-party financial apps, at a customer's request. These sort of data interchanges are increasingly crucial for customers who employ multiple providers with separate technology ecosystems to serve their financial needs. A customer may have a checking account with one institution, be saving for a child's education with another institution, and be monitoring their retirement in a third account. Akoya makes it easier for customers to access this data quickly and conveniently.

Developed by Fidelity Investments, Akoya creates a safer, more transparent way for users to grant access to their financial data using a secure application programming interface, or API. Akoya is aligned with industry standards, including the Financial Data Exchange, a nonprofit consortium of companies dedicated to advancing secure digital standards for banking. Earlier this year, Akoya was spun out as a separate company, with Huntington and other member institutions serving as co-owners. We look forward to a continued partnership to facilitate safer, more efficient customer data access.

Digital Empowers Customers and Colleagues

A renewed focus was placed on a digital experience for customers in 2019. Digital experiences place the customer at the center of a transaction, leveraging various platforms from ATMs and in-person banking to digital applications, to offer a full suite of banking tools however a customer wishes to access them. A cross-functional, collaborative team of more than 100 engineers, project managers, and colleagues within the branch network came together to focus on solving problems within the customer experience. The diverse experience of this team allowed for greater increases in productivity, meaning products to help consumers could be moved from concept to completion in half the time.

The team focused its initial effort on the origination of checking accounts, a key product in the lives of most of our

customers. Digital innovations here have produced tangible results, improving the customer experience and giving our colleagues greater ability to speak with customers, understand the issues they are facing, and be effective in providing solutions.

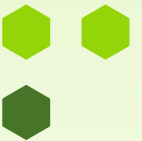
In 2019, the team's efforts resulted in:

28% ↑

in digital service enrollment

50% ↓

in the time to open an account



An increase in paperless origination, bringing us closer to our long term goal of 75% paperless origination, which would save

20 million pieces of paper a year

WE'RE FOR PEOPLE*

From mom and pops to startups, our customers inspire us to build new tools to tackle the challenges of running a small business.



ECONOMIC

Business Focus and Impact

Business and Commercial Banking

Businesses are the engine of growth and prosperity for people and communities across the country. We understand that as a financial institution, our support, nurturing, and guidance of businesses large and small are powerful ways we can live our purpose of looking out for others.

Executing on this commitment strengthens not only our business, but the markets and livelihoods of people within our footprint. Our products, services, and resources are not only designed for the unique needs of each business, they are designed to grow with them as well. From aligning with the needs of an entrepreneur, to our largest commercial customer, our specially trained colleagues effectively guide our customers toward the most beneficial business solution.

We originate loans for businesses of all sizes, including capabilities specifically tailored to support small and medium-sized enterprises (SME), even including those with lending needs as low as \$5,000. What's more, our support for businesses goes well beyond funding. Our array of business banking resources aids them in decision-making across key areas and ultimately supports sustainable growth in their bottom line.

We are the nation's largest originator of SBA 7(a) loans by volume for two years running.

We are the nation's largest originator of Small Business Administration 7(a) loans by volume. 2019 marked our second consecutive year as the country's leading financial institution and our 11th consecutive year leading all financial institutions in our footprint. The 7(a) loan program is the SBA's primary program for providing financial assistance to small businesses that may not yet be ready for traditional financing. Huntington's historical leadership in SBA lending has helped thousands of small business owners and entrepreneurs turn their dreams into reality. It's also created new employment opportunities for people in our communities.



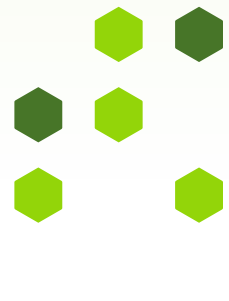
2019 SMALL BUSINESS LENDING HIGHLIGHTS

Geography	Loan Volume (Total)		Loan Amount (Total)	
	Huntington*	% Market Share	Huntington	Top Competitor Total
Ohio	1,615	56%	\$282,578,100	\$40,861,800
Michigan	1,048	50%	\$141,533,100	\$54,215,900
Illinois	250	14%	\$42,367,000	\$128,974,300
Indiana	236	23%	\$46,314,600	\$31,149,700
Western Pennsylvania	173	37%	\$35,998,100	\$16,175,100
Wisconsin	79	7%	\$32,165,100	\$81,675,400
Florida	76	2%	\$35,361,500	\$119,414,000
Kentucky	67	15%	\$15,503,500	\$13,655,00
West Virginia	41	28%	\$5,455,000	\$7,570,000

*SBA loans subject to SBA eligibility. Huntington is the #1 SBA 7(a) lender in the number of loans in the region made up of Illinois, Indiana, Kentucky, Ohio, Michigan, West Virginia, Western Pennsylvania and Wisconsin. Source: U.S. Small Business Administration (SBA) from October 1, 2008 to September 30, 2019. Huntington is #1 in the nation in number of SBA 7(a) loans for fiscal year ending September 30, 2019.

ACTIVE MICROFINANCE LOANS IN 2019

Loan Size	Units	Total Value of Loans	Average Loan Size
Less than \$10,000	361	\$2,993,346	\$8,292
\$10K-\$25K	1,858	\$39,324,093	\$21,165
\$25K-\$50K	2,546	\$107,739,503	\$42,317
\$50K-\$75K	797	\$51,483,551	\$64,597
\$75K-\$100K	1,254	\$120,199,455	\$95,853
\$100K-\$250K	2,095	\$372,103,473	\$177,615
Grand Total	8,911	\$693,843,421	\$77,864



Connecting Entrepreneurs to Opportunity

When it comes to helping small businesses, we have a passion for providing them with financial support and preparing them for the road ahead. In 2019, we enhanced our capability to support small businesses by introducing a number of critical tools.

We partnered with Operation HOPE to develop a new **Financial Education Platform**. The platform is meant to provide entrepreneurs a



free step-by-step guide to beginning a business. The jump from individual consumer to small business owner can be a difficult one, so we began with the basics. From vocabulary and mission statement through an operating budget, the entrepreneur has the ability to learn at their own pace, consulting with industry resources along the way. After completing the process, they will have a completed business plan that can help them move closer toward funding their dream. The Operation HOPE Financial Education Platform will be available on our small business resource page for customers, non-customers, and anyone thinking about starting a business to use. We will also be sharing this with those who do not currently qualify for bank lending to help them continue to build a more robust business model for nonprofit support or future endeavors.

Huntington is proud to be Operation HOPE's launch partner. The educational tool is open to anyone, not just Huntington customers. Founded in 1992, Operation HOPE is a global nonprofit focused on disrupting poverty and empowering inclusion for low- and moderate-income youth and adults. Huntington is pleased to help promote its mission of making free enterprise and capitalism work for the underserved.

In 2019, we launched new business checking products for our small and medium-sized businesses that can provide features such as Business Security Suite at no cost to help alleviate the significant challenges faced by small businesses related to fraud. The suite utilizes a variety of tools to identify any fraudulent, altered, or counterfeit checks presented for payment, including:

- ACH Positive Pay
- Check Positive Pay
- Reverse Positive Pay
- Check Block



We recognize that the profit margins of many small businesses place a burden on the entrepreneur when choosing which products and services are an absolute necessity. They should not have to make this choice for the safety of their small business. Protecting our customers from these risks is another way in which we look out for them and make it easier for them to manage and grow their business.

Through our dynamic **Business Banking** operations, we seek to be a bank of choice to our business customers. One of the ways we do that is by maintaining a powerful online platform. Our Business Banking Hub is free to business customers and includes:

- Financial reporting tools;
- Modules for managing payables and receivables;
- Purchase and expense management programs;
- Fraud protection resources; and
- Additional solutions to fit industry-specific needs or global operations.

While 2018 marked the first full year of our newly implemented Business Solutions Service team, 2019 was the year the team became an integral part of our small business process. They work directly with branch managers across our network to provide a personalized level of service to our SME business loan applicants. The team acts as subject matter and process experts to help the branches guide small businesses as they explore our lending, treasury, merchant, and deposit products. They also act as a concierge for the borrower on the processing of all business banking lending requests in excess of \$100,000, coordinating all underwriting, loan closing, and funding directly with the customer. Team members provide an "extra set of eyes" throughout the process, from application to close, and are accessible to those who may have questions. With one of the largest branch networks in



our footprint, we continue to invest in our Business Solutions Service team, providing branch managers with a dedicated liaison between small businesses and our “microlending” branch operations. In doing so, we enable sustainable solutions for our business customers and an improved product mix for our own business.

In 2019, we also launched a Dedicated Business Relationship Manager team to provide ongoing support to our growing small business customer base. This internal, centralized group focuses on the needs of existing customers, providing ever-ready access to a financial professional familiar with their individual account information, business performance numbers, and industry-specific information to help the small business owner make well-informed decisions. We support our customers as they grow and expand within the communities where we live and work.



Building a Healthy Business

In 2019, Huntington introduced its first practice-specific health care finance team dedicated to helping private health care and medical practices. Focusing on businesses with less than \$20 million in annual revenue, the team is uniquely attuned to the needs of dentists, physicians, and veterinarians, who face particular challenges and opportunities when it comes to building their businesses. The specialty business banking unit offers specialized loan products for targeted purposes including equipment finance, relocation, remodeling, and practice acquisition and startup. These businesses are often run as sole proprietorships and require unique expertise to help with their specializations. Huntington is able to offer the innovative products and expert advice to help these businesses to succeed.

We're happy to be part of the Huntington family. It's been a wonderful experience, and I would certainly recommend it to any other professional that was looking ahead and assessing their needs.

-Dr. Laurinda Morris of The Animal Care Center in Granville, Ohio

Factoring ESG into Investment Decisions

Huntington was an early adopter of many ESG-focused analytical tools and practices in wealth management. Since the early days of ESG investing, we have continued to incorporate factors of responsible investing into a variety of our methods.

For years, we've worked with clients to understand their values on an individual basis and ensure they are reflected in their investments. In 2019, we began to introduce ESG ratings from some of the most respected providers into our screening categories for portfolio managers in our private banking practice. Often, this allows our investment managers to introduce ESG investing concepts and recommendations.

As we position ourselves directionally for the future of ESG investing, we will continue to consult research, international guidance such as the UN Sustainable Development Goals, and regulators in the formulation of our strategies and disclosure.

Our Approach Balances Small Business Risk and Opportunity

Huntington's processes, policies, and procedures around small business lending ensure that risk considerations are always at the forefront of the decisions we make for all stakeholders in the lending process. We evaluate our lending to ensure it aligns with our organizational risk appetite as well as its appropriateness for our small business customers. Every small business customer goes through an identical fair lending triage process, from application to recommended solutions. Additionally, an added layer of protection with the federal government exists through FDIC protective measures. As the risk profile of our bank changes, as the economic environment changes, and as our customers evolve, the SBA products we provide shift to adapt to these variations. By providing products that are nimble, supplemental to traditional credit vehicles, and aligned with our risk appetite, we are confident that we are creating relationships for the bank in a way that reduces our overall risk, while helping small businesses thrive.

WE'RE FOR PEOPLE®

Listening to our community partners helps us learn more about people, their needs, and how we can help transform our communities.

ECONOMIC

Community Focus and Impact

Investing in Communities






Huntington has earned a reputation for strong community involvement and innovative civic leadership. This means developing and fostering relationships with local leaders to better understand the most pressing needs of the communities across our footprint, bringing partners to the table to address those needs, and listening to our stakeholders to better understand the unique needs in each neighborhood.

Creating Economically Integrated Communities

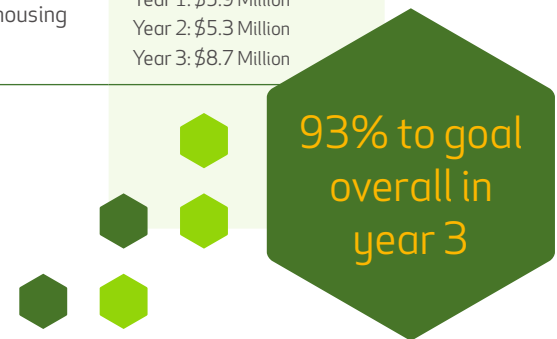
We support the creation of thriving, economically inclusive communities because it's the right thing to do as neighbors and the right thing to do as a company. As a Midwestern bank, the scars of recessions and economic slowdowns are apparent and close to home, so we pay particularly close attention to investing in communities that have not seen the full benefit of America's economic prosperity.

In 2019, Huntington provided **community development loans and investments totaling nearly \$1.5 billion**. Our broad approach utilizes investments in mortgage lending, the development of affordable housing, transportation, and the support of small and medium-sized businesses – all of which are critical in creating healthy, diverse, and stable communities. Our work is focused on benefiting low-to-moderate income regions across the Midwest.

FIVE-YEAR COMMUNITY DEVELOPMENT PLAN UPDATE

5-Year Goal		Progress
\$6.6 Billion	 Small-business lending within low-to-moderate income areas	Year 1: \$2.1 Billion Year 2: \$2.1 Billion Year 3: \$1.6 Billion
\$5.7 Billion	 Single-family mortgage lending in low-to-moderate income areas.	Year 1: \$1.6 Billion Year 2: \$1.7 Billion Year 3: \$2.3 Billion
\$3.7 Billion	 Community growth lending and investment targeting affordable housing and community-based loan funds.	Year 1: \$1.1 Billion Year 2: \$986 Million Year 3: \$1.4 Billion
\$30 Million	 Economic impact, including 10 new branches and dedicated community development colleagues in low-to-moderate income and majority-minority areas.	Year 1: \$5.9 Million Year 2: \$16.7 Million Year 3: \$6.2 Million
\$25 Million	 Additional grants and philanthropy primarily targeting housing and small-business credit service access.	Year 1: \$5.9 Million Year 2: \$5.3 Million Year 3: \$8.7 Million

Total
\$16.1 Billion



A More Prosperous Midwest

Launched in 2016 in partnership with the National Community Reinvestment Coalition, Huntington’s Five-Year Community Development Plan is a transformative commitment to enable vibrant communities and drive economic opportunity in the markets we serve. The plan leverages \$16.1 billion of resources and services to increase affordable housing, homeownership, and neighborhood transformation. In our third year, we made significant progress toward our goals.

A New Strategy to Support Equitable Growth

Within Huntington, the Portfolio Strategy and Review Committee holds the responsibility for reviewing, no less than semi-annually, the portfolio of investments and lending of the Huntington Community Development Corporation (HCDC). In 2019, the decision to amend the charter of the



COMMUNITY DEVELOPMENT LOANS & INVESTMENTS 2017 - 2019

2017 184 Loans Totaling \$863 Million
70 Investments Totaling \$326 Million

2018 237 Loans Totaling \$721 Million
63 Investments Totaling \$265 Million

2019 190 Loans Totaling
\$770 Million
47 Investments Totaling
\$182 Million

organization was made to streamline internal business processes and adopt industry best practices. The key changes include:

- Adopting industry-standard index ratings for assets;
- Standardizing and centralizing our asset management to align with our corporate accounting methods;
- Increasing reporting efforts on all assets to quarterly from semi-annually; and
- Adopting a monthly meeting between the HCDC and the Bank's accounting team to assess assets and HCDC activity appropriately.

With the changes adopted near the end of 2019, we are looking forward to seeing the impacts of improved operational processes and a greater ability to onboard, monitor, and make decisions with regard to investments according to performance. Overall, the impact from this effort will reduce operational risk and improve collaboration across the bank.

Strong Partnerships Foster Results

Huntington utilizes its strong community partners to guide our investments, allowing us to achieve the most beneficial community outcomes and return for our shareholders. Across our footprint, we maintain close relationships with a diverse set of organizations so that we best understand the unique needs of each area.

Tackling the Toughest Problems

The opioid epidemic has had an indelible impact on communities across the country, but nowhere moreso than Midwestern states such as West Virginia, Ohio, and Michigan. In 2018, more than 2,000 people died from an opioid overdose across Michigan, accounting for more than three quarters of that state's drug overdose deaths.*

Our customer Mike lost his son, Andy, to an overdose in 2010. In the time since, he has committed to creating supportive recovery housing to give people space and time to completely break the addiction cycle. Working with The Michigan Association of Treatment Court Professionals, Michigan State Housing Development Authority, the Michigan Department of Health and Human Services, and the Michigan Governor, the HCDC made a \$14 million Low Income Housing Tax Credit (LIHTC) investment in the 50-unit Permanent Supportive Housing property, Andy's Place. In addition to the equity investment, Huntington facilitated an \$8 million construction loan facility for the development of the property.

Huntington National Community Advisory Council

One critical element of our community outreach is the active engagement of our National Community Advisory Council (NCAC). Launched in 2017, the NCAC is comprised of 20 community partners from across our footprint. The Council represents interests in affordable housing, community development, non-profit services, and advancing small businesses and economic opportunity for all. The NCAC provides a vital connection between the bank and key members of the communities we serve. The Council is highly engaged, advising on the identification of challenges and opportunities in the marketplace, sharing and refining best practices, and capturing and executing on community development opportunities.

The Council meets regularly and shares its insights directly with bank leadership. The Council reviews progress on the 5 year, \$16.1 billion Huntington Community Plan, provides insight on future strategies, services, products, and emerging issues, and advocates for Huntington's community stakeholders.

Partners like Huntington have allowed me to honor my son's memory in a way that adds value to our community and hopefully sets a new standard in this country for opioid treatment and recovery.

- Mike, Huntington customer

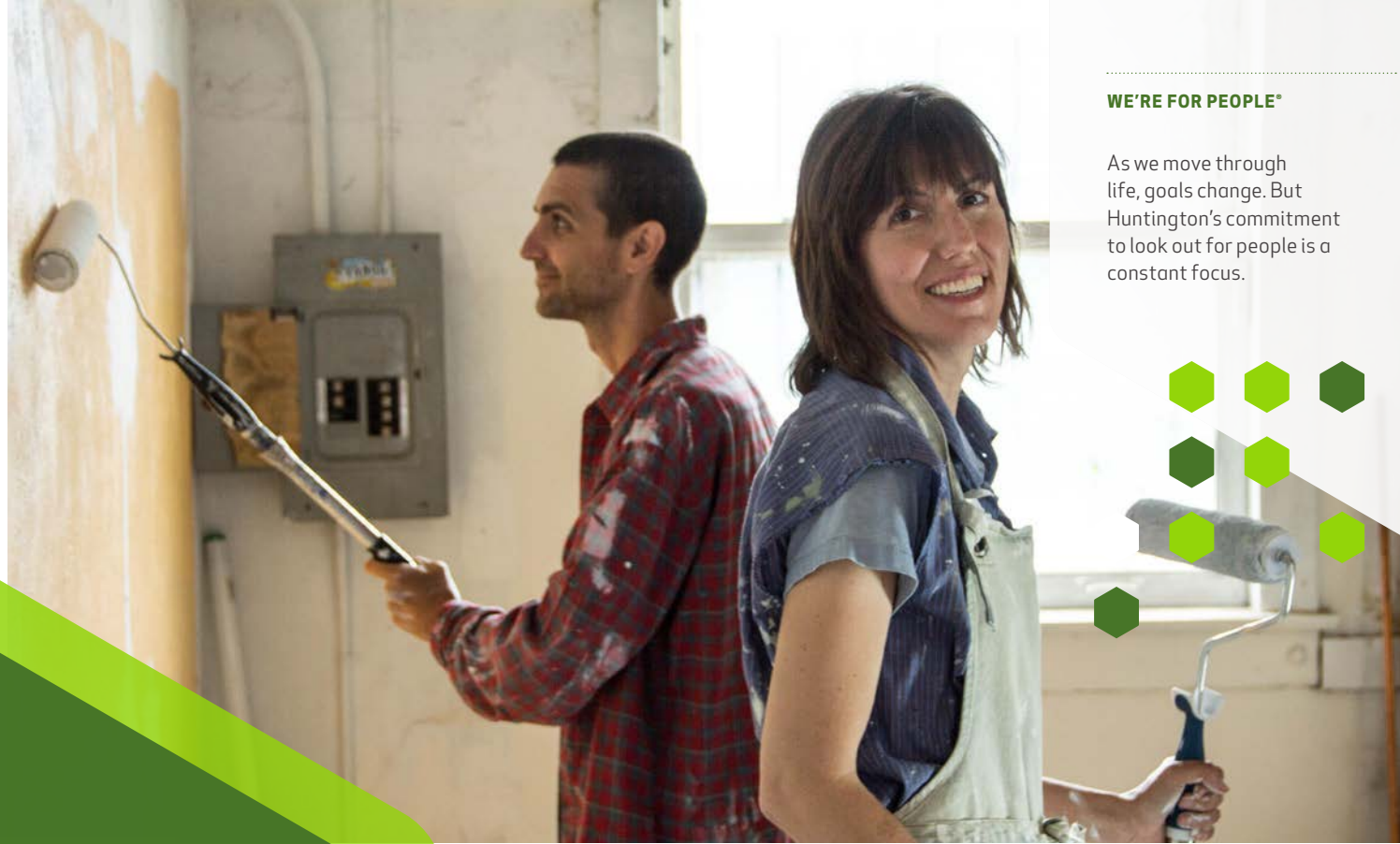


Other selected investments in communities include two projects in Grand Rapids, Michigan: The Plaza Franklin and Dwelling Place Grandville Limited Dividend Housing Associations. HCDC invested more than \$17 million in the two projects, which include 48 apartment units in the city's Roosevelt Park neighborhood. Huntington also provided an \$850,000 construction LIHTC loan facility for each project in its further partnership with eight organizations working to strengthen the health, education, and economic outcomes for residents of this predominately Latino community.

*Source: Michigan.gov: <https://www.michigan.gov/opioids/0,9238,7-377-88139---,00.html>

WE'RE FOR PEOPLE®

As we move through life, goals change. But Huntington's commitment to look out for people is a constant focus.



ECONOMIC

Community Focus and Impact

Affordable Housing and Homeownership

Home is more than a place – it is where some of life's biggest moments happen, and we are committed to putting homeownership within reach for more people. Through both traditional and innovative financial tools, as well as financial education and the service of our colleagues, we provide access to housing to people throughout our footprint.

One of the critical roles the financial industry plays is facilitating homeownership. It is vital not just for personal financial security, but for the economic and social stability of entire communities. In 2019, Huntington continued to serve low-to-moderate income (LMI) areas through active community partnerships and unique lending programs, putting homeownership in reach for those who need it most. Huntington works hard to create accessible mortgage options, supported by trained lending professionals and financial education programs that help these residents succeed.

2019 IMPACT AT A GLANCE

5,171

Community Development Homeownership Loans in 2019

\$380k

in closing costs for VA loans were waived in 2019, totaling more than \$4.3MM since 2017.

\$5.2MM

in closing costs waived for buyers in LMI regions, with more than \$27MM waived since 2015.

Housing values are often deeply depreciated in LMI areas, limiting traditional mortgage options. We assist through products for first-time homebuyers, home-equity improvement loans, emergency relief for residents who could use a helping hand, and more. For example, products including Community Access Mortgage loans are designed to support LMI borrowers or those purchasing or refinancing properties in LMI regions. We are also looking to expand certain products for LMI borrowers to offer greater flexibility and impact.

We understand the long-term benefits of serving as a catalyst for change in these neighborhoods. Through our revitalization efforts, we've seen whole neighborhoods in Detroit, Akron, and Cincinnati come alive with the renovation of depreciated and neglected homes. With additional streetscaping, lighting, and public/private transportation solutions made possible by state and local governments, forgotten neighborhoods can once again become vibrant, productive, and safer places.

Because many lower-income residents have limited experience with bank-based lending, respectful and comprehensive financial education is key to their success. We're committed to providing traditionally unbanked and underbanked residents with options that put their dream of owning a home within reach.

Stronger Communities through Homeownership

For those most in need, homeownership can be life-changing. Through our Family Not a File internal campaign, we highlight some of the most remarkable stories. We want to empower each Huntington colleague with the understanding that by working to incorporate our values and purpose, we can make positive impacts on the lives of our customers. Additionally, Huntington Home Savers addresses the needs of customers having difficulty meeting their mortgage obligations. In 2019, Home Savers helped 1,499 customers, many of whom were able to stay in their homes.

HOME SAVERS IMPACT

Year	Customers Assisted
2017	2,145
2018	1,655
2019	1,499



\$1.7B

Home Saver Modified Loan Portfolio

In 2019, Huntington community lenders facilitated 174 homebuyer education and financial literacy classes with 62 nonprofits, serving nearly 2,000 potential homeowners.

A Place to Call Home in the Storm

In May 2019, violent storms ravaged sections of the Midwest, spawning hundreds of tornadoes across the middle of the country. In Dayton, Ohio, several powerful tornadoes touched down, injuring hundreds of people and leveling homes and businesses across the region.

Huntington quickly reached out to the Federal Home Loan Bank of Cincinnati (FHLB) to uncover resources for disaster relief and mobilized a coalition of nonprofit organizations and banks to participate in the FHLB's Disaster Reconstruction Program. The Program provided resources to assist homeowners with grants for repair as well as grants for new home purchases. By partnering with local nonprofit organizations, including Rebuild Dayton Together and County Corp, we have been able to assist 21 families' return to life at home.

In addition to the recovery program, Huntington donated \$100,000 for recovery efforts. Huntington colleagues also distributed food, water, and cleaning supplies to communities in need.



Creating a Second Chance

Our Second Look program reviews applications for home equity loans and mortgages that otherwise would have been denied. We explore alternative avenues to approve an application, which is particularly helpful in creating solutions for low- and moderate-income borrowers and borrowers located in low- and moderate-income areas. In fact, we performed Second Look reviews on more than 15,000 applications in 2019, which helped 871 families achieve their homeownership goals. This includes 273 borrowers either with low- or moderate-incomes or who were located in low- or moderate-income areas within our footprint.

SECOND LOOK PROGRAM 2019 IMPACT

\$113.5MM

Total Equity Impact

273

Total LMI Borrowers or Tracts

871

Total Units Impacted

\$24.9MM

Total LMI Equity



Committed to Affordable Housing in Ohio

Huntington committed \$200 million to the Ohio Capital Corporation for Housing (OCCH) in 2019 to ensure affordable housing continues for those most vulnerable. Over the past 10 years, Huntington has committed more than \$750 million to the OCCH.

Coming Together to Address Affordable Housing in Ohio

In 2019, Huntington partnered with the City of Columbus, Ohio, and others to launch a \$100 million Housing Action Fund to address the need for affordable housing in Franklin County, Ohio. The fund will be administered by the nonprofit Affordable Housing Trust, which will offer low-cost loans to developers who commit to specific affordability requirements to preserve and increase the number of units across the county. Huntington led the drive to found the project among its initial investors.

“This is a significant opportunity for banks, foundations, and corporations in Central Ohio to join in partnership with our City and County to advance a highly replicable model and innovative source of capital needed to ensure more of our families have a place to call home,” said Huntington Chairman & CEO Steve Steinour.

The fund will give priority and provide incentives to housing projects where rent costs are 60 percent of the average median income or below. For a three-person household, that translates to about \$1,200 a month. Through this fund, an additional 2,150 units of mixed-income rental housing will be created and preserved, better meeting the needs of a growing and economically thriving Columbus region.



Huntington colleagues join our partners to launch the Housing Action Fund.



WE'RE FOR PEOPLE*

We're committed to rolling up our sleeves and providing critical outreach and financial education to consumers – because no one is born a financial expert.



ECONOMIC

Community Focus and Impact

Community Outreach and Philanthropic Investments

We are dedicated to strengthening our communities and enhancing lives throughout our footprint. We share our time and resources – and empower our colleagues to do the same – to foster strong, vibrant neighborhoods.

Every day, our colleagues embody our Service Heart organizational value by giving generously of their time and energy to make a difference in their local communities and beyond. Year after year, we continue to be encouraged by volunteerism here at Huntington, deepening our community impact and enhancing relationships with local partners and members of our communities. Huntington believes that investments in activities such as homebuyer education, small business and workforce development, and financial education can have an outsized impact in our communities. By giving back in this way, we move our entire region forward.

In 2019, Huntington colleagues participated in a variety of volunteer opportunities, dedicating more than 31,500 hours across 1,100 organizations. From serving on boards to providing tax preparation assistance, our colleagues served our communities in meaningful ways. We continued to place an emphasis on conducting enterprise outreach and

Huntington colleagues dedicated **31,500 hours** across **1,100 organizations** in 2019

listening sessions with community development and local nonprofit partners to understand unmet financial needs.

This work pays enormous dividends in the communities we serve. The ability to make informed, effective decisions about money is key to a family’s stability and to the strength of a community. Our economic empowerment programs span a broad network of support across our footprint.

Financial Wellness Education Helps Stakeholders Achieve Their Economic Aspirations

Huntington colleagues are passionate about supporting our customers through quality financial health education and engagement. Our financial empowerment strategy ensures members of our communities, at any age, have access to

In 2019, we provided 12,694 hours of financial wellness training in our communities, including the following programs:

- **Reality Days** The program introduces middle and high school students to budgeting and financial decision-making. Check out the “Financial Empowerment for Youth” story in this section for an example.
- **Safe Banking for Seniors** This program provides information to help prevent elder financial exploitation. Huntington colleagues end the presentation with an interactive game of bingo that reinforces concepts and important information.
- **Homebuyer Education** Delivered by mortgage loan officers across our footprint, this program includes lessons on choosing the right home, budgeting, credit/lending, and a walk-through of the home buying process.
- **Money Smart for Young Adults** In partnership with the FDIC, Huntington volunteers provide grade-level presentations arming youth with the information they need to make smart money decisions.
- **Money Smart for Small Business** This program consists of workshops on critical business knowledge, including: time and financial management; recordkeeping, credit reporting, taxes, insurance, and much more.

resources to help them make informed financial decisions. Whether we are helping kids understand the importance of saving, helping a business understand cash flow, or removing a family’s barriers to homeownership, Huntington believes in the power of financial education. Many programs are done in concert with the FDIC or Small Business Administration, often paired with additional content developed by our Huntington colleagues.



Huntington colleagues are passionate about empowering people with knowledge and skills to achieve financial security.

– Carrie Rosenfelt, Community Development Manager

- **Money Smart for Adults** Free financial education sessions on banking services, the importance of saving, consumer rights, building and keeping credit, loans, homeownership, and financial recovery.
- **Teach a Child to Save** This curriculum covers the importance of saving money for elementary school children and provides interactive lessons showing kids different ways to save.

We also partner with nonprofits and community development organizations that engage low-to-moderate income individuals and communities in workforce development initiatives to provide meaningful work experiences and support job readiness. In 2019, we partnered with Haven of Rest Ministry in Akron, Ohio, to provide financial literacy education and job training through its Future Story program. Future Story allows women with employment barriers to discover ways to cultivate income through job training, micro-business development, and internships.

Financial Empowerment for Youth

Reality Days, a signature Huntington financial empowerment program, introduces students to everyday financial decisions. After a classroom lesson on money management, 18 Huntington colleagues helped 90 students participate in a “Game of Life” simulation at the Boys and Girls Club of Youngstown. Each student was assigned a job, family status, and credit score. Using a simulated checking account, the students visited different tables to pay for monthly necessities including food, housing, child care, education, transportation, insurance, and clothing. This event supports workforce development, financial education, banking, and hands-on experience making monthly budgeting decisions. The program also aligns with elements of the Ohio Model Curriculum, including: Fundamentals of Economics, Working and Earning, Financial Responsibility and Money Management, Investments and Savings, Credit and Debt, as well as Risk Management.



Our colleagues are making a lasting impact by giving their time to help strengthen our communities. Last school year, our colleagues filled 136 volunteer spots, taught 49 classes, and impacted 1,597 students in Central Ohio.

- Beth Alloway, Commercial team leader and Junior Achievement of Central Ohio board member

Empowering the Next Generation with Financial Literacy

In 2019, hundreds of Huntington colleagues participated in workshops on financial literacy and empowerment in schools and youth centers across our footprint. One way in which we do this is through our deep and meaningful partnership with Junior Achievement USA, the country’s largest youth-oriented organization focused on preparing students for financial wellbeing. During the annual “JA in a Day” event, volunteers are given curriculums for a range of grade levels and provided training prior to engaging with students in schools. Through Huntington’s participation, we were able to impact nearly 5,000 K-12 students.

Huntington Awarded Bronze Level President’s Volunteer Service Award

Huntington was awarded a Bronze level President’s Volunteer Service Award in recognition of 5,000 volunteer hours with Junior Achievement in 2019. Huntington colleagues have assisted thousands of young people across the country through Junior Achievement, giving them the opportunity to learn about money management, the importance of saving money and budgeting, the role banks serve in our communities, and the importance of setting financial goals.



VITA Volunteers Make Tax Season Less Taxing

Each year, our colleagues commit time and energy to Volunteer Income Tax Assistance (VITA) to provide free tax help to those in need in our communities. In 2019, Huntington colleagues teamed up with the United Way of Greater Cincinnati to provide free tax preparation services at two locations in the city. Additionally, Huntington colleagues helped individuals identify and avoid potential tax scams, saving them untold amounts. Similar events and partnerships were held across our footprint in cities including Columbus, Indianapolis, and Detroit.



A Focused Approach to Philanthropic Investment

We focus on four critical areas of impact when identifying opportunities for philanthropic investment: **Community and Social Services, Economic and Community Development, Community Revitalization and Stabilization, and Affordable Housing.**

2019 Community Reinvestment Act-Qualified Philanthropic Commitments

93 donations totaling \$945,417

supported Affordable Housing programs

35 donations totaling \$986,250

supported Community Revitalization and Stabilization programs

398 donations totaling \$4,885,727

supported Housing and Community Services programs

128 donations totaling \$1,902,820

supported Economic and Community Development programs

654 donations
for a total of **\$8,720,214**

in Community Reinvestment Act-qualified contributions



Accelerating the West Virginia Economy

In 2018, Huntington announced a \$1.5 million investment in Vantage Ventures, a start-up accelerator based on the West Virginia University campus. The incubator is focused on fueling economic growth in the region by attracting early-stage companies that are located in, or willing to relocate to, West Virginia, have a WVU alum as a founder, or are commercializing intellectual property developed on campus. Huntington remains committed to supporting the success of this endeavor with a five-year, \$500,000 donation commitment.



West Virginia Region President Chad Prather with our partners

Standing With Detroit

In August, Huntington made a \$5 million commitment, over five years, to support the City of Detroit's Strategic Neighborhoods Fund. Huntington's contribution will be focused on strengthening the Warrendale/Cody Rouge community in Detroit over the next five years and ensuring residents have healthy and welcoming neighborhoods with quality, affordable housing. As part of an effort to support youth in the community, Huntington also provided a \$15,000 donation to help purchase backpacks, school supplies, and school uniforms for neighborhood children.



Detroit Mayor Mike Duggan and Southeast Michigan Regional President Eric Dietz



Governance

- Corporate Governance and Ethics
- Enterprise Risk Management
- Cybersecurity and Customer Privacy

WE'RE FOR PEOPLE®

Integrity isn't an abstract concept; it's something we practice every day in our interactions with customers – now and for years to come.



GOVERNANCE

Corporate Governance and Ethics

We are committed to the long-term success of Huntington as well as those we serve through strong corporate governance and ethical business practices. Every day, we strive to operate as a disciplined, trustworthy, and moral organization.

Corporate Governance Structure

Our Board of Directors and Executive Leadership Team (ELT) are committed to executing on the bank's long-term vision. Our Board members are accomplished leaders from diverse backgrounds, bringing the perspectives, skills, and experience necessary to use independent judgment that will effectively challenge and drive continued success. Our Board members set the strategy, risk appetite, and ethical standards for the entire organization, and our ELT ensures our business and enterprise functions operate with high legal, ethical, and moral standards through clearly stated policies and procedures. Additionally, our leaders set the tone and oversee compliance with our standards, and direct the Company's financial reporting and internal controls.

Over the course of the year, we continued to experience an unprecedented rate of change in the market conditions and backdrop of our industry, highlighted by rapid technological advancements and the unique risks that accompany these advancements. We recognized the importance of a thoughtful review of our Board membership to ensure we are proactively



David Porteous and Stephen Steinour

addressing and adapting to these evolving needs, and we remain focused on Board refreshment. Each year, the Board evaluates our leadership structure and believes that having a combined Chief Executive Officer and Chairman, along with a strong, independent Lead Director, provides an efficient and effective arrangement for Huntington. In addition, the Board conducts succession planning for the CEO and other members of the ELT.

In 2019, we added three new directors to our Board, bringing additional depth of experience in technology, consumer marketing, and risk management. At the end of 2019, our Board consisted of 15 directors, comprised of our Chairman/CEO and 14 independent directors, who include our Lead Director. Importantly, our key risk and governance committees require at least three independent directors and are chaired by an independent director with the knowledge and expertise to lead the committee. As of December 31, 2019, 40% of our Board is gender or racially diverse.

Board and Leadership Commitment to ESG Priorities

Our Board is engaged and invested in the long-term sustainability of our business and aligned with shareholder interests. Huntington directors and colleagues collectively represent one of the Company's 10 largest shareholders, which drives an ownership mentality throughout the organization. Our compensation philosophy and programs are balanced, risk-appropriate, and demonstrate extended alignment with long-term, sustained

Dave Porteous, Lead Director, on Board Development Strategy

One of the Board's most important responsibilities is identifying, evaluating, and selecting candidates for Board membership. We are committed to maintaining a well-rounded, skilled and diverse Board aligned with our Company strategy to ensure overall Board effectiveness and our long-term success. Additions to the Board within the last five years demonstrate our commitment to refreshment in correlation with strategy and emerging risks.

In 2016, we appointed John C. (Chris) Inglis, a Distinguished Visiting Professor of Cyber Studies at the U.S. Naval Academy, to the Board and Technology Committee. Chris is a renowned expert and a frequent speaker on cybersecurity, a key risk for the banking industry. Three new Board members were added in 2019 to align with our strategic focus on and in recognition of the rapid changes in technology. Alanna Cotton brings to the Board an extensive background in brand development, product marketing, and innovation, and Allie Kline brings significant expertise in consumer marketing, branding, and communication. These additions will help our Board to position Huntington for further advancement of the Company's digital and mobile technology strategy, a key area of investment. Additionally, we further strengthened our risk oversight with the addition of banking and risk management expert Ken Phelan who recently served as the Chief Risk Officer for the U.S. Department of the Treasury. Ken is a highly regarded risk leader with unique, broad-based experience across a spectrum of risks.

The Nominating and Corporate Governance Committee regularly assesses the composition of the Board to assure that the appropriate knowledge, skills, and experience are represented. Candid and thorough self-assessment is also necessary to ensure that the Board and Board Committees are productively and efficiently fulfilling their duties and to shape the Board for Huntington's continued success.

40% of our Board is gender or racially diverse

About Our Board Membership

Our directors are elected annually with a majority vote standard. Biographical details for all directors are disclosed on our website. Board committee membership, director compensation, and additional information are disclosed in the annual proxy statement.

performance and shareholder interests. They provide a competitive and effective program to attract, motivate, and retain the best talent. We require that executives own a significant amount of company stock and over 1,400 colleagues have equity subject to hold-to-retirement requirements. We use a broad, diverse group of incentive metrics across our annual and long-term incentive programs and have a **Recoupment/Clawback Policy** applicable to all incentive compensation for our colleagues. Huntington's governance policies also effectively manage incentive plan risk. We monitor our incentive compensation arrangements for colleagues and strive to enhance our risk review in light of developing best practices and regulatory changes.

The underlying behaviors that are core to our ESG journey – strong risk management, serving the needs of our stakeholders, and focusing on the long-term sustainability of our businesses – have been in the forefront of our Board and ELT efforts for many years. Our ESG program is overseen by the Board's Nominating and Corporate Governance Committee, which meets regularly to ensure our ESG efforts and activities are additive. Additionally, our ESG performance management framework ensures ESG considerations that are most material to our stakeholders are integrated into all relevant Board Committee agendas for meaningful discussion, awareness, and governance actions. The ELT is accountable for executing the ESG ambition approved by the Board, including setting and delivering on short- and long-term performance goals made public in our annual ESG report.

Doing the Right Thing through Ethics and Integrity

We strive to do the right thing and are dedicated to acting with uncompromising integrity in all that we do. We recognize that every decision we make has the potential to impact the vitality of our stakeholders, and we take that responsibility very seriously.

At all levels of the organization, we set the highest standards of honesty, fairness, and accountability – and we strive to live up to them. These standards are ingrained in our purpose, supported by our culture, and serve as the cornerstone for operating in the best interest of our customers, colleagues, shareholders, and communities. How we act as an organization is equally as important as the results we achieve.



Huntington's Executive Leadership Team

front row, L-R: Julie Tutkovichs, Zachary Wasserman, Jana Litsey, Mark Thompson
back row, L-R: Stephen Steinour, Richard Pohle, Sandra Pierce, Andrew Harmening, Helga Houston, Paul Heller, Richard Remiker, Rajeev Sygal, Nathanael Herman

Our [Code of Conduct](#), which was updated in 2018 and rolled out in 2019, outlines who we are and how we act. This document serves as an ethical compass and a powerful guide to decision-making across the organization. It provides guidance and resources to help avoid unethical behavior and creates a meaningful connection to our mission, vision, and values.

All Huntington colleagues are required to complete online training and certification upon receipt of the Code and every colleague must comply with the Code. Except for the provisions of the Code that are specifically applicable only to colleagues, members of the boards of directors of Huntington and its affiliates are also bound by the Code. Anyone who violates the Code or otherwise fails to follow our ethical and professional standards may be subject to disciplinary action, up to and including termination of employment or business relationship.

Reporting and Addressing Critical Concerns

Our colleagues are empowered to ask questions or report violations freely and without concern of retaliation. Our open-door practice encourages colleagues to approach any member of management with ethical questions or concerns. Colleagues may also call **Huntington's 24-hour Ethics Line (866-596-0677)** if they believe a colleague or affiliate has engaged in unethical behavior. To ensure anonymity, the Ethics Line is managed exclusively by a third-party vendor. All matters are promptly and thoroughly investigated, and internal resources are mobilized to address or escalate the issue as needed and appropriate. Over the last two years, we have fielded approximately 150 cases per year. They have been dealt with in an expedited manner.

WE'RE FOR PEOPLE®

In life and in banking, it's important to protect yourself from risk, whether wearing your helmet or starting a new business.



GOVERNANCE

Enterprise Risk Management

Our ability to protect the organization against the risks associated with ever-evolving market conditions is crucial to carrying out Huntington's mission and vision. The risk management job is continuous and owned by everyone – from our Board and ELT, down to our colleagues. Our risk management policies, processes, and procedures span the entire organization to ensure comprehensive identification, measurement, monitoring, controlling, and reporting mechanisms.

Our approach to enterprise risk management relies on effective strategies, policies, frameworks, and procedures, as well as a strong governance structure. Foundational to our approach are our seven Enterprise Risk Pillars, for which all risk management activities are designed to address.



In serving the interests of our shareholders, customers, colleagues, and communities, as set forth in our mission and vision, we are necessarily exposed to varying levels of inherent risk among our risk pillars. To ensure Huntington's risk profile is appropriate in terms of exposure and scope, our enterprise risk management functions operate within an aggregate moderate-to-low risk appetite.

Huntington's efforts are subject to board oversight and are updated through enterprise risk assessments. In addition, the concept of "everyone owns risk" is deeply rooted in our culture. Through our collaborative and accountable approach, our colleagues are engaged to align their decisions and behaviors with our organizational risk appetite. We protect ourselves from potential risks by formalizing three lines of defense:

1. **The first line of defense is made up of our individual business segments.** They are accountable for understanding and appropriately managing all the risks associated with their activities.
2. **The second line is fortified by our corporate risk management and credit administration** overseeing the company's risk-taking activities and assessing risk independently of the business units.
3. Finally, **the third line utilizes our internal audit and credit review process** to ensure that our risk governance framework is appropriate for the complexities of the bank.

Adopting a Global View in 2019

As the degree of volatility and frequency of risk issues in the markets continue to rise, it is crucial that we augment our efforts to appropriately address rising global concerns. Building upon the work we do to identify and address risks across the organization, we enhanced our enterprise risk management function to include a global focus with the creation of our **Global Risk Assessment Group**.

The team, which we characterize as our "in-house think tank," is responsible for assessing the potential impacts of the ever-changing global, national, and regional economic and political landscapes, as well as emerging threats and broader disruption trends.

Through its comprehensive analysis and collaboration with the broader risk team, this group seeks to understand the global enterprise risk management picture, identifying the "what-ifs," potential risks, vulnerabilities, and associated impacts that are in Huntington's purview. Through close examination of each business unit, the enterprise as a whole and exogenous shocks that occur, the group works to identify, measure, and address global risks associated with our own operations as well as the operations of our portfolio assets. Specifically, the team examines risks related to:

- Artificial Intelligence, machine learning, and block chain
- Availability of natural resources
- Cybersecurity threats
- Global, national, and Midwest regional market issues
- Liquidity and interest rates
- Pandemics
- Political uncertainties and the impact of the election cycle
- Social movements and matters of unrest
- Supply chain and infrastructure disruptions
- Threats posed by terrorism and international conflict
- Other emerging risks or new risk frontiers



With this thoughtful and comprehensive approach to risk management, we utilize both third-party economic data as well as our own data to develop precise, quantitative indicators and sector-specific metrics, which serve as the foundation for modeling tools we are working to develop and integrate across the organization in the near term. The team regularly provides an array of meaningful resources to our leadership, including periodic dashboards reflecting economic trends, alerts on emerging issues and the potential risks they represent, as well as deeper dives into evolving political and economic risks.

The Global Risk Assessment Group is overseen by our Chief Risk Officer, and reports to our management-level risk committee on a monthly basis, as well as our board-level Risk Oversight Committee. Along with growing the team, the Group has established defined goals and priorities for 2020 to further position Huntington for sustained success.

Our Approach to Disaster Response and Business Continuity

Huntington is built upon a foundation of strong risk management, which incorporates an aggregate moderate-to-low risk appetite and a robust risk management infrastructure. Our incorporation of ESG considerations into our core business plans and strategies reflects our assumption of sustainable business continuity within our operations.

Our risk management approach also dictates that we are prepared for more challenging times should they develop. We recognize that while we are unavoidably exposed to threats outside of our risk appetite (including socio-political, environmental, cyber, regulatory, economic, or other risk exposures), we must be prepared to handle events that pose an existential threat to our business and our stakeholders. As such, we have thorough disaster and business recovery plans in place, and review and update them regularly with the oversight of our Board and Leadership Team. This positions Huntington as a resilient institution.

Managing Third-Party Risks

Critical to aligning Huntington's risk profile with our core business strategies and overall risk appetite is the management of our third-party relationships across the organization. We maintain clearly defined third-party standards that are reflective of our culture of reliability and accountability, and regularly conduct initial and ongoing risk evaluations of our third parties. This approach better ensures ethical and legal compliance among our partner base, as well as alignment with industry best practices.

Our **Third-Party Risk Management Committee** provides centralized oversight and governance associated with third-party relationships to ensure the risks associated with our relationships are within acceptable risk parameters. The committee relies on our relationship managers in each business segment to measure, monitor, and report key risk and performance indicators we require of our third parties. The committee also administers our Third-Party Relationships Risk Management Policy, which sets the guiding principles and requirements applicable to our Third-Party Risk Management process.

Our established **Third-Party Risk Framework** is used to identify, measure, manage, mitigate, and monitor risks associated with third-party relationships. This process includes:

- Planning for the use and ongoing risk assessment/risk management of third-party relationships and alignment with Huntington strategy;
- Approval and/or oversight of the third-party risk framework;
- Due diligence and ongoing monitoring tools and reference materials for the relationships;
- Contract management expectations for executed agreements;
- Performance management and ongoing monitoring;
- Exit strategy and termination processes;
- Reporting structure, including defined exception and escalation process;
- Risk reporting; and
- Independent reviews.

Essential to the success of our third-party risk management efforts is the administration of our dedicated **Service Provider Code of Conduct**. The Code outlines our expectations for engagement in six key areas:

- Ethical business practices
- Labor and human rights
- Health and safety
- Diversity
- Environmental responsibility
- Privacy and confidentiality

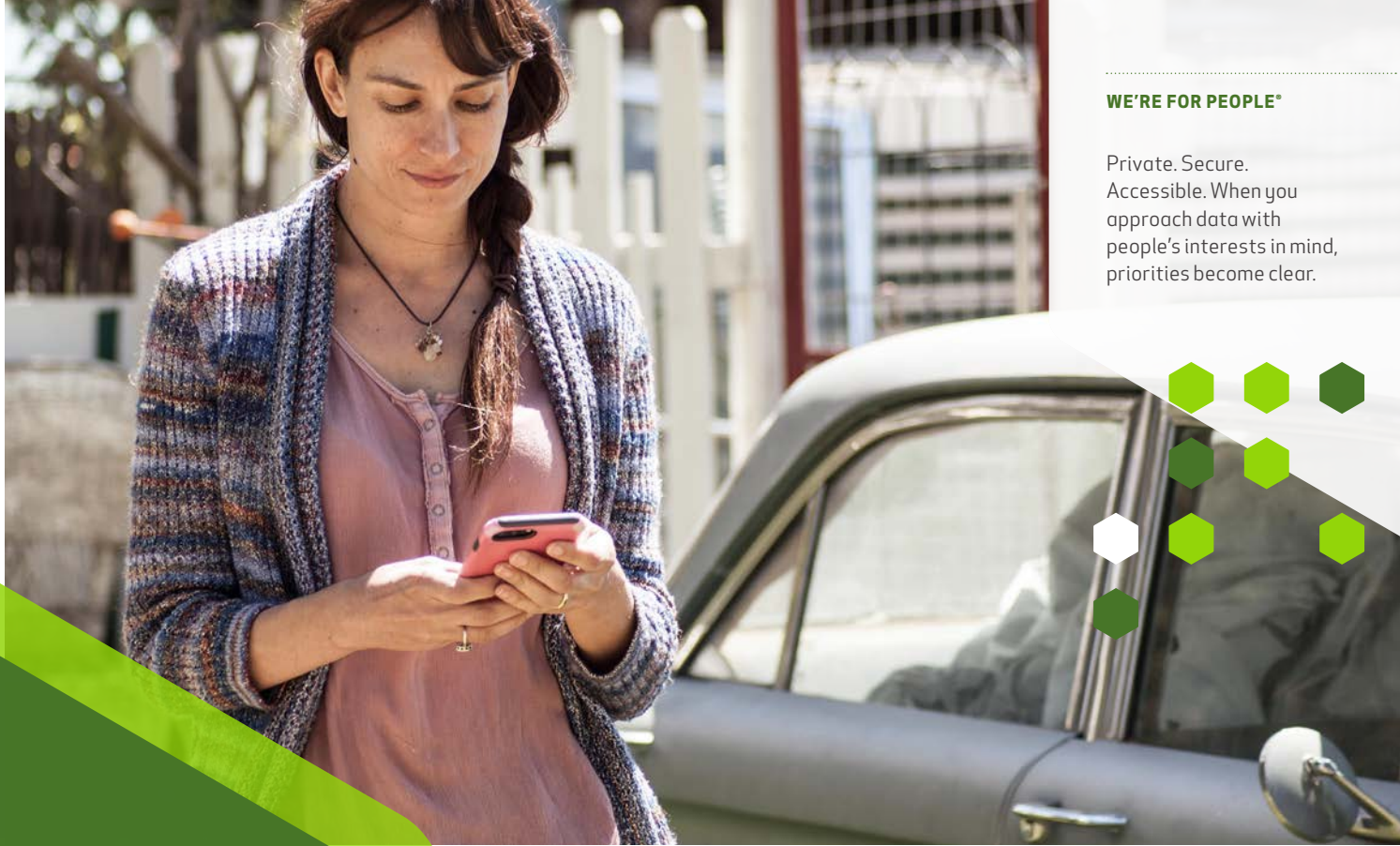
Service providers must abide by all applicable federal, state, and local laws, rules, and regulations while assuring that all services are conducted with a high degree of professionalism and in accordance with the terms and conditions of the relationship. Colleagues and service providers may also call Huntington's 24-hour Ethics Line (866-596-0677) if they believe a colleague or affiliate has breached the Code.

.....
Colleagues may call our anonymous, third-party **whistleblower hotline** to report ethics concerns without fear of retaliation.

 **866-596-0677**

MANAGING RISK THROUGHOUT THE LIFECYCLE OF OUR SERVICE PROVIDERS





WE'RE FOR PEOPLE*

Private. Secure.
Accessible. When you
approach data with
people's interests in mind,
priorities become clear.

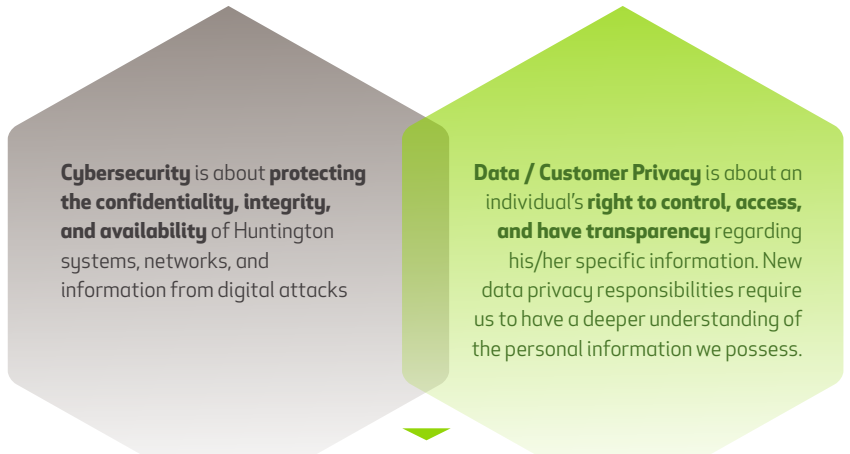


GOVERNANCE

Cybersecurity and Customer Privacy

As the risk, compliance, and best-practice landscape continues to evolve, we have clearly defined and distinguished cybersecurity and privacy as two areas of critical importance, and we have made progress on both fronts. Our cybersecurity and privacy teams closely collaborate to ensure we deliver on our commitment to look out for our customers.

CYBERSECURITY AND PRIVACY



While there is some overlap between the cybersecurity and privacy domains, the responsibilities and corresponding activities for each are significantly different.

Our Approach to Cybersecurity

At Huntington, we take cybersecurity seriously, as we consider cyber threats and data breaches top risks to our organization. We continue to make significant investments in our cybersecurity programs and resources. This enables a proactive approach allowing Huntington to:

- 1. Prioritize our efforts:** we utilize a rigorous prioritization process to evaluate our cybersecurity initiatives relative to the risk reduction they provide, how they fit into our overall domain, and how we can leverage partnerships with our technology and privacy teams to produce the most risk mitigation; and
- 2. Be agile:** we continuously evaluate and adjust our data security activities based on the evolution of the threat environment, and we consider a number of factors that weigh the likeliness a given risk will come to fruition, the value and cost of mitigation, the capacity of our resources, and our ability to handle a change in activity.

We recognize the importance of maintaining strong foundational capabilities, which we balance with the need to continue investing in innovative technologies to ensure we are further positioning ourselves for success in an ever-evolving cyber threat landscape.

We have not experienced any material losses or other material consequences relating to technology failure, cyber-attacks, or other information or security breaches.

Addressing the Cybersecurity Talent Gap

In the next few years, a projected shortfall in the cybersecurity talent pool is expected to leave over 1 million jobs open within the industry. In order to proactively address this meaningful gap, Huntington continues to look at ways to deepen the pipeline of talent in the data and cybersecurity industry, with a specific focus on the development of diverse candidates. In 2019, we partnered with local schools and nonprofit organizations to help women in several of our communities build the skills needed to be successful in a cybersecurity career. In addition, we hosted the first chapter meeting of the International Consortium of Minority Cybersecurity Professionals (ICMCP) at our Gateway location in Ohio, furthering the organization's efforts to provide resources to minorities that enable advancements in their cybersecurity careers.

Expanding Our Threat Intelligence Partnerships

In 2019, we made a concerted effort to deepen our relationships with external parties in order to gain additional insight and share best practices. Notably, we placed our Threat Intelligence Manager on site at the National Cyber-Forensics and Training Alliance (NCFTA), which leverages partnerships among financial services industry leaders, academic institutions, and law enforcement agencies to neutralize cyber-crime. As an alliance member, Huntington is able to share threat intelligence garnered from our own operations to aid law enforcement officials in their takedown efforts, as well as gain insights and drive improvements in our ability to detect and combat fraud within our organization.

2019 Progress and Milestones

During the year, we continued to make significant investments to strengthen our cybersecurity capabilities, including:

- **Implementing our structured, programmatic cybersecurity strategy**, which spans across all domains and serves to inform our current programs and activities, as well as our vision for the future of the function, with a continuous improvement mindset;
- **Solidifying our cybersecurity leadership team and growing our staff by 60%**, boosting our ability to effectively support the implementation and ongoing operations of our investments;
- **Establishing a cyber outreach function** responsible for expanding upon our customer and colleague engagement efforts to include nonprofit and government agency outreach; and
- **Increasing the frequency of colleague training** to include shorter, more frequent sessions through a multi-disciplinary approach that goes beyond standard security awareness training.

Additionally, we continued to build a focus on **access management** and made progress in our multi-year investment to improve governance and automation related to our internal identity systems. These new technologies and processes (patent pending) are designed to manage access permissions so that the right people have access to the right information and systems across the organization, and that permissions and access parameters are governed in a consistent and

centralized manner. In 2020, these efforts will continue as we work to integrate associated applications into the new, centralized capabilities.

The Evolution of Customer Privacy at Huntington

2019 marked Huntington's commitment to move beyond the traditional privacy-compliance model to a privacy framework that allows Huntington to quickly adapt and evolve to the ever-changing regulatory landscape. Driven by Huntington's customer-first values, the changing regulatory landscape, and the need to more deeply understand the data we collect, we are creating a sustainable and scalable privacy program that is customer-focused and adaptable as changes in the legal environment and consumer expectations shift.

During the year, we added the role of **Chief Privacy Officer**, who oversees the **privacy compliance team**. This team is responsible for assessing and enhancing Huntington's privacy framework, programs, and controls, as well as building relationships across the organization to integrate our privacy efforts with other strategic functions in the organization. As part of the enterprise compliance function, our Chief Privacy Officer and the privacy compliance team report to our Chief Compliance Officer and their efforts are subject to management-level and Board risk committee review.

We also continued to make progress on our **data reduction efforts** by eliminating data that are not needed for business and analytic purposes. We remain steadfast in our commitment to use the data we do need in an ethical and responsible manner. Our data collection efforts are centered on integrity and focused on looking out for our customers.

Recent Legislation Impacting the Industry

2019 was also a year of critical change in the privacy compliance landscape. Most notably, the California Consumer Privacy Act (CCPA), which took effect in January 2020, is the most expansive privacy law in the U.S., mirroring several of the requirements of the European Union's General Data Protection Regulation. The CCPA targets companies that collect and/or sell personal information, and provides California residents with

privacy rights enabling them to exercise more control over their personal information. Requirements include:

- **Right to access information:** individuals have the right to know, and companies must provide access to, the categories of personal information that are collected and sold, how their information was obtained, with whom their information was shared, why their information was collected, and what specific pieces of information were collected (with some exclusions).
- **Right to deletion:** individuals are able to request that a company delete their personal information that has been collected (with some exclusions).
- **Right to opt out of sale of information:** individuals are able to direct a company to refrain from selling their personal information to third parties.

Although we do not have a physical footprint in California, we are required to comply with the requirements of the CCPA for our customer population that resides in California. We also recognize the changing regulatory landscape and that other states may adopt CCPA-like legislation. Therefore, we have put our own compliance measures in place as a result of CCPA, and we continue to study industry trends to prepare for the future. Our [State Data Privacy Rights Notice](#) augments long-established policies (including our U.S. Consumer Privacy Notice and many others that can be found in the Appendix of this report). As with all our policies, we continuously evaluate and update them on an as-needed basis.

Ensuring Future Privacy Preparedness

Although the recent enhancements to traditional data controls have positive impacts on data privacy rights and obligations, continued change is needed to stay ahead of trends. As we look ahead, we will continue to monitor for new legislation and are committed to taking a risk-based approach to prepare for the future. We are dedicated to ensuring sustainable alignment with new and developing privacy laws, and we are examining ways to:

- Enhance existing data inventories with an individualized, customer focus;
- Further mature data request fulfillment processes; and
- Build enhanced data privacy capabilities, including a deeper understanding of the information we have, why we have it, and how we are using it.



Social

Diversity and Inclusion
Colleague Engagement, Development,
Retention, and Attraction



WE'RE FOR PEOPLE®

People are unique and approach money in many different ways. Getting perspectives from customers all over the Midwest helps us design better tools.



SOCIAL

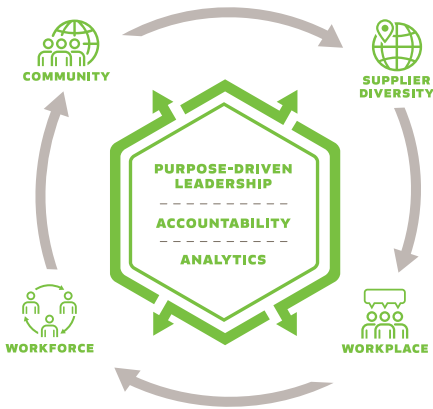
Diversity and Inclusion

The diversity of our colleagues – the unique attributes, talents, backgrounds, and work styles that all of us bring to our roles – is a key component of our success as an organization. We understand that to support our diverse culture, we must also have inclusion, which remains a corporate strategic objective for Huntington.

At every level of our organization, from the inside out, our commitment to diversity and inclusion (D&I) demonstrates an understanding and acceptance of diverse points of view, abilities, backgrounds, and experiences. This commitment applies to every aspect of our business, and we firmly stand against discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state, or local laws.

Our [Diversity and Inclusion Corporate Policy Statement](#) serves as the foundation for promoting inclusive behaviors across our organization, and our Diversity and Inclusion Strategy and Operating Plan serves as the framework for our initiatives in four key areas: Workforce Diversity, Workplace Diversity, Supplier Diversity, and Community Engagement.

D&I STRATEGY AND OPERATING PLAN



Purpose-Driven Leadership Facilitates D&I Progress

Our D&I leadership structure is designed to ensure the alignment of diversity and inclusion initiatives with our business goals, our corporate values, and the future of Huntington. The strategy, policy, and direction of our work are set by our internal stakeholders and the Diversity and Inclusion team, which is led by our Chief Diversity and Inclusion Officer (CDIO).

Huntington’s Diversity and Inclusion Strategic Council (D&ISC) focuses on supporting the business case for inclusion while aligning with our talent acquisition and corporate sourcing strategies. It also serves in an advisory role to ensure our D&I initiatives align with our business goals and corporate values. The D&ISC meetings serve as a platform to communicate strategic direction, progress on initiatives, and areas of opportunity. The Council is comprised of a leader from each business segment and internal strategic partners.

Driving Results and Accountability

To promote diversity and inclusion with impact, we recognize the need to drive awareness of and accountability for our efforts among our leaders. Huntington has implemented an annual D&I planning process whereby our ELT members, with support from their human resources partner, D&ISC member, and the D&I Team, establish workplace and supplier diversity accountability metrics and segment-specific action plans. Each month, ELT members receive a scorecard on progress related to the established plans. Additionally, Huntington’s Board of Directors’ Community Development Committee receives quarterly reports regarding Huntington’s D&I performance metrics.

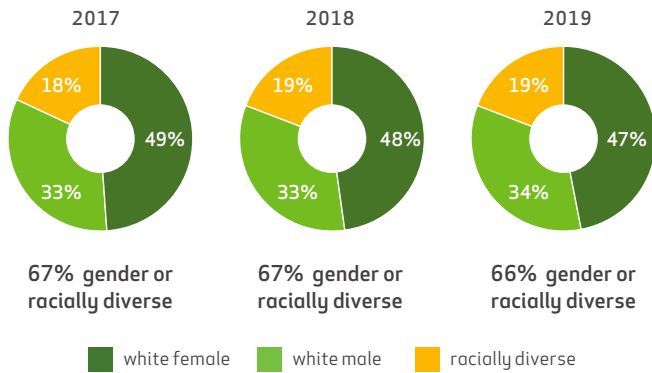
Our monthly reporting for each ELT member details segment-level workforce diversity, including accountability data for new hires, promotions at the middle and executive management levels, and progress against our goals. A candidate diversity report is also compiled, indicating whether the interview pool for each hiring opportunity was at least 50% diverse.



Members of the Diversity and Inclusion Strategic Council

Workforce Diversity: We strive to engage, develop, retain, and attract talent from all backgrounds to be reflective of the communities and markets we serve. We work with leading universities to increase diverse participation in our intern programs, and as of December 31, 2019, our total workforce was 66% gender or racially diverse. Our talent acquisition team is focused on identifying, supporting, and promoting qualified diverse candidates in leadership roles, and we have set a stretch goal to reach 50% gender and racial diversity in our middle and executive management ranks by the end of 2021.

HUNTINGTON'S GENDER AND RACIAL DIVERSITY AT A GLANCE



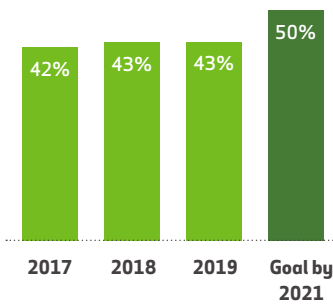
Exchanging Best Practices with Leading Organizations

In 2019, Huntington's Chief Diversity & Inclusion Officer (CDIO) joined more than 250 leaders from CEO Action for Diversity & Inclusion™ signatory companies for the coalition's second annual Chief Human Resources Officer / Chief Diversity Officer Summit, hosted by UPS. Leaders shared and discussed: best practices and real-life challenges in order to accelerate progress; tangible, ready-to-implement ideas to drive D&I activities internally and within their local communities; and new tools and strategies for better employee engagement and activation. As follow-up to the Summit, Huntington hosted a "best practice sharing" diversity and inclusion meeting with executives from another banking organization to continue the conversation.

Total Workforce ¹	2017	2018	2019
American Indian or Alaska Native	21	22	27
Female	11	11	14
Male	10	11	13
Asian	448	506	552
Female	261	291	311
Male	187	215	241
Black or African American	1,687	1,756	1,703
Female	1,208	1,264	1,222
Male	479	492	481
Hispanic or Latino	435	449	479
Female	273	284	313
Male	162	165	166
Native Hawaiian or Other Pacific Islander	10	14	13
Female	8	8	8
Male	2	6	5
Two or More Races	218	250	262
Female	148	168	170
Male	70	82	92
White	12,681	12,916	12,501
Female	7,633	7,634	7,271
Male	5,048	5,282	5,230
TOTAL	15,500	15,913	15,537

MIDDLE AND EXECUTIVE MANAGEMENT^{1,2}

Combined gender and racial diversity



MIDDLE AND EXECUTIVE MANAGEMENT^{1,2}

	2017	2018	2019
White Male	1,999	2,075	2,140
White Female	1,087	1,158	1,192
Diverse Male	196	221	257
Diverse Female	151	170	181
TOTAL	3,433	3,624	3,770

¹ If race was unknown or "did not wish to answer," race defaulted to White

² Huntington defines middle and executive management at a defined salary grade and above. Employees who are considered by Huntington to be middle and executive management employees are represented in these statistics and in our corporate goals.

ALIGNING WITH THE DIVERSITY OF OUR FOOTPRINT³

	2019 Percent Huntington Colleague Base	General Racial Representation Across Footprint Population ⁴
American Indian or Alaska Native	<1%	<1%
Asian	4%	4%
Black or African American	11%	12%
Hispanic or Latino	3%	8%
Native Hawaiian or Other Pacific Islander	<1%	<1%
Two or More Races	2%	2%
White	81%	82%

³ Percentages total more than 100% due to the Hispanic or Latino category also being included within other categories. Please see Census.gov for more details.

⁴ Footprint states include Ohio, Michigan, Illinois, Indiana, Pennsylvania, Kentucky, and West Virginia. Data based on 2019 estimated population as provided by Census.gov.



Diversity and Inclusion Training

In order to ensure that Huntington colleagues are able to identify the value of, and exhibit behaviors that drive, diversity and inclusion, Huntington has implemented numerous training courses and materials for colleagues, including:

- **Diversity and Inclusion Huddles.** These huddles are intended for managers and their teams to discuss inclusive behaviors, expectations, and how actions align to Huntington values.
- **Diversity and Inclusion at Huntington.** This mandatory training course for all employees defines diversity and inclusion and outlines concepts integral to a creative, high-performing, and inclusive workplace.
- **Diversity and Inclusion Manager Guide.** This guide is intended to help managers understand their role and additional expectations for creating an inclusive culture.
- **Collaboration: Diversity in the Workplace.** This guide delivers links to curated content that supports development of the collaboration competency around understanding others and diversity in the workplace. This guide can be used by individual colleagues or by a manager to conduct a team meeting.
- **Managing a Diverse and Inclusive Workforce.** This course defines diversity and inclusion and outlines ways to build a creative, high-performing, and inclusive workforce.
- **Preventing Discrimination and Harassment for Colleagues.** This mandatory training course for all employees explains the expected behaviors for building a workplace that is free of discrimination and harassment.
- **Cultural Sensitivity and Unconscious Bias Training.** Numerous learning sessions are offered throughout the company related to identifying and understanding the potential impact of unconscious bias. Training is delivered in various ways, including as part of the new colleague onboarding process, for colleagues newly hired into manager roles, and to leaders addressing how unconscious bias can lead to undesirable outcomes.

In 2019, 100% of colleagues completed training requirements. We also launched a new online pay equity learning module, which was completed by more than 2,800 managers in preparation for 2019 year-end pay decisions.



Huntington's Unwavering Commitment to Pay Equity

Huntington is at the forefront of fostering a diverse and inclusive culture, and our pay practices are no exception. Huntington is committed to a consistent focus on pay equity regardless of an employee's gender, race, ethnicity, or membership in any other protected category. The concept of pay equity is not new and is fundamental to Huntington's pay philosophy.

Huntington thoughtfully and proactively undertakes initiatives to demonstrate and maintain its commitment to pay equity. We routinely engage in efforts to:

- Identify and implement effective practices to promote pay equity including pay analyses;
- Provide leadership education on the importance of and Huntington's commitment to pay equity;
- Further hiring practices that protect pay equity; and
- Train managers on explicit and implicit bias in compensation and promotion decisions.

We conduct pay analysis whereby we periodically assess components of employee compensation for adherence to our unwavering commitment to non-discriminatory pay practices. We also review a variety of internal factors, as well as external market data, to help ensure that we pay our colleagues without regard to their membership in any protected category. If any pay differences are not explained by legitimate, non-discriminatory factors, we promptly and appropriately address them.

Our leaders are educated on the importance of pay equity to ensure gender, race, and ethnicity are not factors in employees' salary, bonuses, and equitable awards. Huntington regularly reminds leaders to consider diversity in connection with promotions and officer title nominations, and we regularly review recommendations for promotions and officer titles to ensure equity decisions are achieved. Leaders also have guidance on making compensation decisions so that Huntington's commitment to pay equity is maintained consistently throughout the organization.



Huntington was an early supporter of the City of Columbus and Columbus Women's Commission pay equity initiatives. In 2017, Huntington signed the Columbus Commitment: Achieving Pay Equity.

In 2018, we proactively eliminated salary history inquiries from our application and interview process for all geographies in which Huntington hires, with the goal of eliminating perpetuation of pay inequities potentially experienced by diverse candidates with their prior employers. We regularly review our job application and hiring processes to ensure we are hiring the best colleagues to serve our customers regardless of race, gender, ethnicity, or membership in any other protected category.

As of December 31, 2019, the average annual base pay for our women colleagues with the same job titles as men was on average 99% of that paid to men, and the average annual base pay for minority colleagues with the same job titles as non-minorities was on average 98% of that paid to non-minorities.

SUMMARY PAY COMPARISONS (AS OF DECEMBER 31, 2019)*

	Minorities' pay as percentage of that paid to non-minorities	Women's pay as percentage of that paid to men
All non-exempt employees	98%	102%
All exempt employees	98%	97%
All employees	98%	99%

* These numbers do not consider the impact of legitimate non-discriminatory factors (such as education, experience, and seniority) that affect colleague pay.

Workplace Diversity: We are committed to creating a culture of inclusion that is welcoming and open to all. Through our Business Resource Groups (BRGs), Inclusion Councils, and dedicated leadership support, we provide our colleagues with the knowledge and resources they need to model inclusive behaviors. Over 4,800 colleagues participate in our eight BRGs that focus on specific areas of D&I and our five Inclusion Councils at our larger facilities in the Midwest.

HUNTINGTON'S INCLUSION COUNCILS

The role of Inclusion Councils is to create an inclusive, respectful, and supportive environment for all colleagues. The location-based Councils are a vital component of our inclusion strategy because they provide a forum for all colleagues to become actively engaged in the inclusion journey.

Huntington's five Inclusion Councils:

- Akron Inclusion Council (Ohio)
- Easton Inclusion Council (Columbus, Ohio)
- Gateway Inclusion Council (Columbus, Ohio)
- All-Michigan Inclusion Council
- Southern Ohio/Kentucky Inclusion Council

HUNTINGTON'S BUSINESS RESOURCE GROUPS:

BRGs are voluntary, colleague-driven groups organized around a shared interest or common diversity dimension. Huntington considers BRGs to be a vital component of our inclusion

strategy because diversity of thought, when united by a common purpose, enables high performance.

The role of BRGs is to enable Huntington to attract, develop, and retain top talent by providing a forum for networking and development of each constituency and by supporting the skills development of all colleagues. They play a critical role in winning with our customers, shareholders, colleagues, and communities.



Welcome.
AdaptAbility

Welcome.
Women's Network

Welcome.
African American BRG

Bienvenidos.
Hispanic BRG

Welcome.
Asian BRG

Welcome.
Military BRG

Welcome.
LGBTQ Network

Welcome.
Emerging Professionals

Watching *Emanuel* at the historic Lincoln Theater with colleagues and members of the community was profound to say the least. Never before have I had an organization be so intentional on creating a meaningful conversation on a sensitive subject. It's an event that I immediately shared with my family, friends, and coworkers, and it's given me perspective I never had before.

- John Popelka, Innovation Program Manager

Creating Meaningful Conversations

We believe we can foster an inclusive culture largely through ongoing conversations and awareness. In 2019, we held many discussions with our colleagues, but one in particular had significant impact.

Huntington Chief Human Resources Officer Raj Syal and Marlon Moore, CDIO, invited hundreds of colleagues and their families to preview the film *Emanuel* at the historic Lincoln Theatre in Columbus, Ohio. The film documents the true story of a white supremacist who burned a church in Charleston, South Carolina – leaving nine African Americans dead – and the days and events that followed. The documentary powerfully weaves the history of race relations in Charleston, the significance and impact of Mother Emanuel Church, and the hope that somehow emerges in the aftermath.

The response to the preview was so well-received by Huntington colleagues that the movie was shown to other colleagues across the region.

Supplier Diversity: We are committed to driving economic inclusion in our supply chain. Our D&ISC is responsible for setting the strategic direction for our supplier diversity efforts, and our sourcing practices are aimed at increasing business capacity and opportunities for diverse suppliers.

We believe our supplier base should reflect the demographics of the communities we serve, and **in 2019, our total spending with diverse suppliers reached \$143.5 million, representing 25% of our total spend.** This far exceeds the 9.2% average aggregate diverse supplier spend percentage of financial services companies who participated in the Financial Services Roundtable for Supplier Diversity (FSRSD®) annual benchmarking survey.*

* published in 2019, 9.2% Tier 1 industry average was for all participating FSRSD member companies based on 2018 data.

Growing Relationships with Diverse Suppliers

We are making progress by growing relationships with key diverse suppliers. Here are a few stories from our top suppliers:

World Wide Technology

Back in 1989, Dave Steward and Jim Kavanaugh sold copiers to a few clients. They wore business suits for meeting with customers in the mornings and used a delivery van to change their business suits to blue jeans as they delivered the copiers in the afternoon. Today, World Wide Technology serves the technology needs of large public and private organizations around the globe, including many of the world's best-known financial institutions. WWT has made significant investments in innovation and cutting-edge technology to serve their clients.

B & B Maintenance

Silverio Osorio started B&B Maintenance, a janitorial business with a humble beginning in 1979. Silverio is proud that his company has always been a minority-owned company. Today, they serve customers in 22 states. They are servicing Huntington's facilities and expanding janitorial services to Great Lakes in Illinois, Wisconsin, and Pennsylvania.

Engaging a New Supplier

In 2019, we set out to select an ATM signage partner that would provide increased quality and consistency at a competitive price point. We invited eight companies, two of which were diverse and made the final round, to participate in a proposal process. As a result, we selected a diverse supplier that distinguished itself as the best choice.

2019 Supplier Diversity Highlights

TOTAL ECONOMIC IMPACT



\$250 MM

U.S. GDP Contribution



\$103 MM

Supported Wages



1,992

Jobs Supported

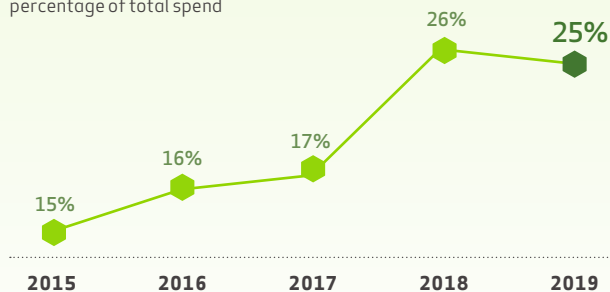


\$80.4 MM

Taxes Generated

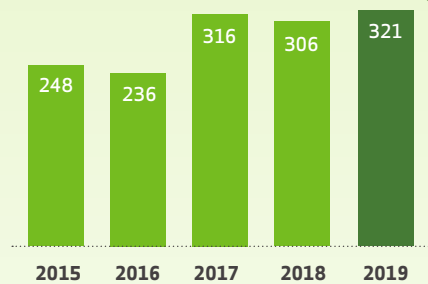
DIVERSE SUPPLIER SPEND

percentage of total spend

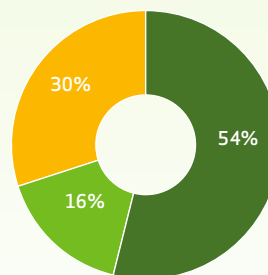


* The 9.2% Tier1 industry average is based on financial institutions who reported diverse spend to the Financial Services Roundtable for Supplier Diversity based on 2018 data.

NUMBER OF DIVERSE SUPPLIERS



PERCENTAGE BREAKDOWN OF SPEND WITH DIVERSE SUPPLIERS



We define a diverse supplier as a company that is at least 51% owned, controlled, and operated by a Minority; Woman; Veteran; Disabled; or Lesbian, Gay, Bisexual, or Transgender person. The business should have a current certification from one of the following: National Minority Development Council (NMDC); Women's Business Enterprise National Council (WBENC); National Gay Lesbian Chamber of Commerce (NGLCC); National Veteran Owned Business Association (NaVOBA); City, State, or National Government Agency.

■ Minority owned ■ Veteran owned ■ Woman owned

Community Engagement: We draw on our diverse talent and inclusive culture to serve our customers and communities. Each year, we participate in a variety of community events and partnerships across our footprint, many of which are led by our BRGs. In 2019, events included the following:

- Our **Hispanic BRG** piloted a Spanish financial literacy program for both colleagues and customers in Chicago and Western Michigan. The group formalized partnerships with Big Brothers Big Sisters Hispanic Mentoring Program and with the Hispanic Support Centers in Northeast Ohio, Chicago and Central Ohio. The group also celebrated Hispanic Heritage month recognition via customer-facing channels.
- The **LGBTQ Network BRG** participated in 16 regional PRIDE events across our footprint, and our Columbus, Ohio chapter won a Columbus Pride Float Award. Huntington's annual participation in PRIDE events brings together members and allies of the LGBT community and demonstrates our stance on inclusion.
- Our **Military BRG** raised over \$11,000 for Disabled American Veterans, a nonprofit charity that provides support for veterans and their families, through the sale of Huntington-branded t-shirts and hoodies. These items were created in partnership with our Marketing & Branding and D&I teams.
- The **Asian BRG** connected with colleagues through participation in variety of events, including representing Huntington in Columbus' annual Asian Festival and Dragon Boat Race. The group also raised awareness through Lunch and Learns focused on health issues, young women in tech, and immigration.

Outreach to Diverse Organizations

As part of our recruitment outreach, Huntington has made a concerted effort to attract students from **Historically Black Colleges and Universities** (HBCUs). We have made annual visits to several of the top HBCUs, and in 2019, we attended the HBCU marketplace career fair in Baltimore, Maryland. Huntington makes annual contributions to the United Negro College Fund and the Urban League. We have attended the National Black MBA conference and National Minority Supplier Development conferences. We are also national members of the Women's Business Enterprise National Council and National Association of Minority and Women Owned Law Firms Advisory Council.

In 2018, we formed an internal HBCU Consortium, the purpose of which is to further Huntington's connection with HBCUs. This supports our goal to build strong partnerships and meet the unique needs of HBCU students by providing them with excellent internship or fulltime post-graduation opportunities at Huntington. Universities that currently participate in Huntington's HBCU Consortium include: Central State University, Wilberforce University, Howard University, Morgan State University, Hampton University, Kentucky State University, West Virginia State University, and Virginia State University.

In addition, in 2019, Huntington's CDIO Marlon Moore served on the national search committee for the next President of Central State University. As a member of the Board of Trustees, he also served as Chair of the Transition Committee.



Recognition for our diversity and inclusion efforts

- Fortune 100 Best Workplaces for Diversity 2019 (Fortune magazine)
- The Best Employers for Women (Forbes)
- The Best Employers for Diversity (Forbes)
- World's Best Employers (Forbes)
- 100% Score on the Human Rights Campaign Foundation Corporate Equality Index
- Best Places to Work for LGBTQ Equality (Human Rights Campaign Foundation)
- 100% Score on the Disability Equality Index
- Best Employer for Disability Inclusion

WE'RE FOR PEOPLE*

Family means finding a place you always belong. That's what it means to be a Huntington colleague and it's a foundation of our culture.



SOCIAL

Colleague Engagement, Development, Retention, and Attraction

We have an aspiration of becoming a Category of One institution, an organization unique in the combination of its culture and performance. Our journey starts and ends with our colleagues and engaging them in our purpose-driven culture. We believe that when we take care of our colleagues, they will in turn take care of their customers, which will drive results for our business.

Our Talent Management Strategy

Building on the work we did in 2018, we implemented our new strategy and approach to talent management in 2019. True to Huntington, our strategy starts with our purpose and is rooted in our culture. Our four key areas are:



We believe the path to exceptional company performance is an equal balance of “what we do” and “how we do it.” This sentiment is reflected throughout our talent management strategy and in our aspiration to be Category of One.



ENGAGE

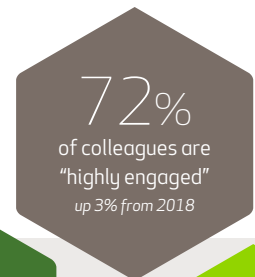
Starting on day one with our Welcome Experience for new hires, we place high emphasis on engaging our colleagues in our purpose-driven culture.

Since 2014, we have conducted an annual colleague engagement survey to measure our colleagues’ experience while working at Huntington. The survey evaluates a variety of areas, with a strategic focus on engagement, culture, and trust.

We value the feedback our colleagues share with us and use that information to drive action. One of the ways we have taken action is with our new engagement framework. As a result of our colleague feedback, we have shifted from a “performance management” mindset to a “performance engagement” mindset. As part of this new framework, managers work alongside colleagues to have frequent conversations about our shared goals and how we can achieve them.

This new approach drives enhanced engagement by:

- Aligning development with performance, creating an increased focus on skill enrichment opportunities and career development;
- Engaging in more frequent conversations centered on performance and development; and
- Enabling managers to coach colleagues on an agreed upon set of goals.



Measuring Colleague Engagement

We are proud of the culture we’ve created, and even more pleased that our colleagues are proud of it too, as evidenced by the results of our 2019 colleague engagement survey. Our colleagues also report having trust in our senior leadership and that they believe their behaviors and decisions reflect our core values.

While the survey results demonstrate significant improvement, we remain focused on several areas:

- Continuing to empower employees to provide feedback and showing them that their opinions are valued
- Providing clarity about career development opportunities
- Reinforcing the right behaviors to live Huntington’s values



DEVELOPMENT

We are committed to fostering a growth mindset among all Huntington colleagues through specialized learning and development programs. We believe this approach sets our colleagues up for success to tackle today’s challenges as well as those of tomorrow.

At the foundation of our **Enterprise Development Framework** is our vision for learning, which defines “what we do” and “how we do it.” Our vision includes three pillars:

1. Maximize Performance
2. Learn and Grow
3. Protect the Bank

Our Enterprise Development Framework integrates critical points of our colleague life cycle and ensures we are developing our leaders to set the tone and behavioral foundation of our culture. These points include **Onboarding, Performance Engagement, Learning, and Leadership Development.**

Leaders are paramount to colleague engagement and our journey to a Category of One. We have made significant investments in learning and leadership development programs, reinforcing our commitment to developing our high potential talent into strong leaders.

Nurturing High-Potential Talent

Our high-potential talent programs empower colleagues to cultivate and accelerate their leadership skills through experiences and exposure with other leaders across the company. Identifying and developing these future leaders is critical to ensuring our pipeline is rich with talent. Huntington has six programs for high-potential talent, which target colleagues at various levels of their career path, including: diverse emerging talent, emerging talent, mid-level talent, senior leaders, executive leaders, and executive leadership team successors.

Developing Huntington Leaders

Leadership at Huntington means:

- Defining a personal purpose
- Aligning values and strengths to support our purpose
- Bringing those values to life through behaviors
- Creating a safe, inclusive, engaging, and productive environment for all

The foundation of our Leadership Development initiative includes core competencies and key programs that meet colleagues where they are in their careers while preparing them for their next leadership role.

Although we recognize each of our colleagues is on a personalized journey, our leadership development programs are designed to instill consistency across segments, build trust through meaningful relationships, and foster an environment for shared learning and collaboration.

We incorporate several learning elements including assessments, personalized online content, application and practice, networking and mentoring, senior leader involvement and coaching, and measurement. As our colleagues progress in their careers, we support them as they move through leadership levels, starting with leading one’s self, to leading others, and eventually growing into higher-level team leaders.

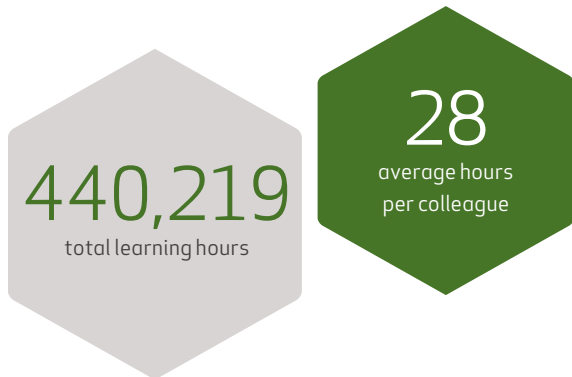
In 2019, we also implemented a new learning platform – **Pathways**. With the transition to this platform, 75% of our learning solutions are now delivered through a digital format, and we are able to better track colleague learning hours. Pathways also plays a key role in providing our colleagues with a means to personalized learning.



- Donald Dennis, Senior Vice President, Colleague Learning & Leader Development

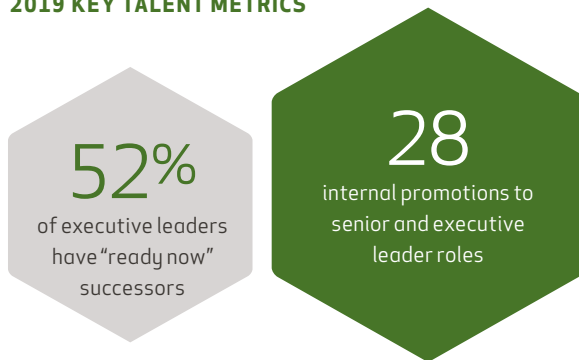


2019 COLLEAGUE LEARNING HOURS



In 2019, we spent significant effort enhancing the integrity of our tracking and measuring of learning. While the total hours consumed and hours per colleague are lower compared with 2018, we have increased confidence in the accuracy of the data.

2019 KEY TALENT METRICS



Over the last two years, we have embedded colleague development into the very fabric of our culture at Huntington. Leaders recognize the importance of robust and actionable development plans as a conduit to moving the needle on some of our most important key talent metrics – internal succession, acceleration of readiness, promotions from within, and performance. The strength of our leadership pipeline has also resulted in fewer external hires.

Leading the Country with an Innovative, Onsite Degree Program

To our knowledge, we are the only bank in the nation to offer an on-premise, pre-imbursed accelerated degree program through Exact Track. Exact Track is a partnership with Columbus State Community College and Franklin University, which offers the opportunity to earn two separate business degrees in five years while working a full-time schedule.

Convenient weeknight classes at the Huntington Gateway Center remove barriers that would otherwise prevent many from taking part, as does the pre-imbursed nature of tuition. Twenty-four colleagues made up the inaugural cohort enrolled in the program in August 2019. Exact Track is driving more engagement among colleagues from a program that is clearly valuable in workforce development and replicable for many institutions across the country. Ohio Lt. Governor Jon Husted reflected on the potential impact of this program at a launch event in July 2019: "The partnership Huntington has formed with Columbus State and Franklin University is a leading example of the type of employer engagement we need to strengthen our workforce and move our economy forward."

We look forward to sharing more outcomes as this cohort and others progress through the program.



"I'm a mother of three, I work full time, and I'm a full-time mom. They're betting on me just to have a chance, just to have a shot," said Amanda. "They took the guesswork out of it. We come to a building we know, with people we know, and we go to school. We're growing together, we're struggling together, we're going to succeed together, and at the end of the day, we'll be proud colleagues of Huntington and alumni of Franklin University and Columbus State."



Home Lending Advocate Senior Amanda Dickson never thought pursuing higher education would be possible for her, until she learned about Exact Track.



RETAIN

We make a significant investment to attract the right talent, and we are committed to creating an environment where colleagues feel valued, supported, and empowered. In 2019, we placed particular emphasis on the onboarding process, understanding that the Welcome Experience for new hires is critical to colleague retention. On day one, new colleagues build a sense of belonging and connection with other new hires while learning about our culture, commitments to the community, and diversity and inclusion efforts.

In addition, new hires are welcomed to Huntington through a few other initiatives:

- **Welcome Ambassadors:** new-hire mentors who encourage new colleagues in the Consumer Banking segment, advise them of networking opportunities, and serve as additional support for the first 90 days.
- **Welcome Academy:** regional cross-segment teams comprised of Operational Excellence and Delivery Excellence certified colleagues charged with delivering the Welcome Experience across our footprint.
- **Looking Out for New Hires:** training and resources provided to managers of new hires to ensure they are onboarding their new colleagues in a welcoming and effective way.

In 2019, we also continued to leverage workforce analytics to gain insights about the colleague experience and educate our leaders. This includes developing an annual talent report, which provides key insights for managers to create a Category of One colleague experience. We have also started to use predictive workforce analytics to help us glean insights about what engages and retains colleagues, including insights into manager behaviors that drive retention and performance. Understanding these behaviors will help us better develop our managers to create a culture of engagement and retention within their organization.



Supporting Our Colleagues' Well-being

We take a holistic approach to investing in our colleagues' well-being with a focus on three areas:

- **Physical Well-being:** We strive to provide some of the best physical-wellness benefits in the industry, and in recent years we have made significant enhancements to our health benefit program, including the launch of a new colleague wellness platform, Virgin Pulse. We continue to offer wellness incentive opportunities for colleagues participating in healthy activities and preventive screenings as well as implementing healthy lifestyles. Many of these activities are offered on-site with support from our more than 40 wellness champions. We have also implemented cost savings through our medical plan for eligible employees.
- **Financial Well-being:** We offer several benefits to help colleagues manage their short-term finances while also providing opportunities for them to save for the long term, including a 401(k) plan with a match of up to 5% and 96% colleague participation, a minimum pay rate of \$17/hour (effective May 2020), and multiple tiers within our medical plan to scale colleague premiums based on level of pay. We also believe pay equity is fundamental to our philosophy of fair and equitable treatment, and as such, we provide equal pay for work of equal value. We regularly review and analyze our pay practices and engage in ongoing efforts to ensure pay equity for all colleagues. Read more on our pay equity practices in Diversity and Inclusion.
- **Personal Well-being:** We support our colleagues in balancing their work and personal responsibilities and look for ways we can partner with them to address challenges as they arise. Some of our offerings to support personal well-being include: family time off (up to four weeks, often used during parental leave or adoption), caregiver leave (one to two weeks off every two years based on length of employment), expanded military benefits, and a scholarship program.

Huntington Cares

In addition, our Huntington Cares program offers financial relief when our colleagues need it most. **Since its inception in 2009, this program has helped more than 800 colleagues with grants totaling more than \$1.5 million.**

Huntington Cares may assist colleagues when extra assistance is needed to cope with the loss of an immediate family member, personal tragedy, domestic violence, eviction, homelessness, or the impact of a natural disaster. To maintain confidentiality and independence, colleagues can apply through a third-party provider for a grant of up to \$3,000 to help with food, shelter, and other basic needs.





ATTRACT

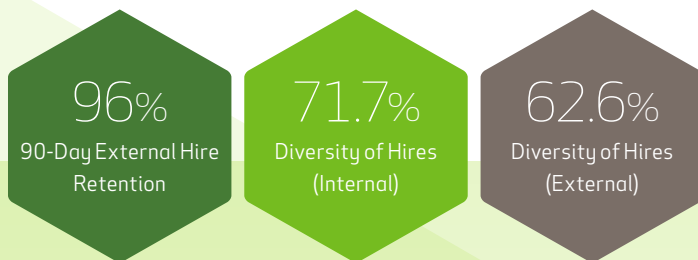
In addition to engaging, developing, and retaining our existing talent, we are dedicated to attracting the right talent. We place an equal emphasis on experience and behaviors to ensure we hire colleagues who will be a great cultural fit while maintaining a diverse and inclusive team. We believe that when colleagues can personally connect and find purpose in their work, they will perform better and drive value for our stakeholders.

In 2019, we focused on defining our talent brand in alignment with our aspirational goal of being a Category of One. Clearly defining our talent brand and the candidate experience

has helped us attract the right talent throughout the entire recruitment process, from messaging on our new career site to new-hire onboarding.

We also integrated proactive diversity interviewing into our recruitment process. Diverse candidates who have expressed interest in being a part of Huntington meet with a hiring manager in an informational interview setting. This method represents a significant shift in thinking for hiring managers who have historically only interviewed a candidate when a position was open. As we continue to innovate our diversity recruiting strategy to meet our aggressive corporate goals, a proactive approach is critical, and we have already seen a mindset shift in our leaders with respect to proactively building a talent network.

2019 HIRING HIGHLIGHTS



Apprenti tech apprenticeship program creates pathway for diverse talent

In 2019, we continued our partnership with Apprenti, a nonprofit organization focused on bridging the tech talent and diversity gaps through a modern apprenticeship model. Huntington was the **first company in Ohio to offer registered apprenticeships for IT**, and the inaugural cohort consisted of five diverse individuals, including three veterans. Following completion of the apprenticeship, participants join Huntington as full-time colleagues and continue on-the-job training in IT roles.



Internship Program Highlights

Executing a best-in-class internship program to serve as a pipeline for entry-level talent is a strategic imperative at Huntington. Starting with a robust welcome session on their first day, our interns participate in numerous programs and events throughout their time with us. In addition, they take on meaningful work and continuous improvement projects that directly impact our business. In 2019, we had 102 interns, with 61% gender or racially diverse.

Workplace Safety and Security

We believe safety and security is an all-encompassing responsibility and, furthermore, that every colleague has a role to help foster a safe and secure environment for ourselves and our customers.

We are focused on maintaining a culture of awareness, preparedness, and safety. In 2019, Huntington maintained regulatory compliance with the Bank Protection Act of 1968 and 12 CFR 21 Subpart A – Minimum Security Devices and Procedures through the following means:

- Designation of a **Chief Physical Security Officer**;
- Procedures and Training for All Colleagues; and
- Security Devices and Equipment.

The Chief Physical Security Officer is responsible for corporate oversight of physical security, crime prevention, crisis management, threat management, protective operations, environmental health and safety, and flight operations. The officer provides regulatory compliance oversight of opening and closing procedures, asset protection plans, and emergency response plans. The Chief Physical Security Officer reports to the Chief Technology and Operations Officer.

Procedures and Training for All Colleagues

Safety and security are part of colleague training from day one, during online “Welcome” sessions. We also provide mandatory annual colleague training on topics relating to robbery, preventing workplace violence, active shooter situations, emergency preparedness and response, and

workplace safety. All branches conduct emergency response plan training. We also offer American Red Cross first aid, CPR and automated external defibrillator (AED) training, and we have provided additional safety and security training to more than 300 designated “safety wardens” across our geographic footprint.

Our processes and procedures include regular tabletop exercises with our crisis and emergency response teams and various public safety agencies, and our facilities hold evacuation and shelter-in-place mandatory drills. Other plans, processes, and procedures include:

- **Branch Incident Response Plan**, which is an “all-hazards” plan following national standards and best practices including the Federal Emergency Management Agency’s (FEMA) Incident Command System (ICS). The plan includes flowcharts and event aids for all incidents and provides the Incident Commander with information to respond to, stabilize, and terminate an emergency.
- **Critical Facility Emergency Response Plan**, which is designed for our non-retail locations and is similar to the Branch Incident Response Plan.
- **Colleague Emergency Preparedness Guide**, which is a convenient flipchart that provides colleagues with vital fire, life safety, security, crime prevention, and emergency preparedness information.
- **Infectious Disease / Pandemic Plan** to prepare for, mitigate, respond to, and recover from a pandemic event, which includes social distancing, proper personal protective equipment (PPE), work from home and coming back to work strategies, and decontamination of work locations. Our plans follow best practices from the Centers of Disease Control (CDC) and other benchmarked public health agencies.



In 2018, Corporate Security implemented a new Active Shooter Training Program for all colleagues. This training provides participants with information on the Run/Hide/Fight methodology and how to prepare for and respond to an aggressive attacker or active shooter incident. The training program was developed with best practices from the U.S. Department of Homeland Security and the FBI. Our trainers and threat management teams have also participated in advanced active shooter training with the FBI. In 2019, we added an online active shooter training course as well.

We have revamped Huntington's Insider Threat Management Program (ITMP) to:

- Mitigate financial and reputational risk;
- Protect our data and intellectual property;
- Protect our colleagues, customers, and shareholders; and
- Enhance our ability to become even more effective at deterring and detecting the evolving threat environment.

We invested significantly in our ITMP through new industry-leading technology that incorporates risk behavior models, and we have significantly updated data protection technology to not only detect, but stop, removal of Personally Identifiable Information and Intellectual Property. The ITMP includes an Insider Threat Management Working Group (ITWG), which provides strategic program governance, guidance, and oversight through quarterly program reviews. The ITWG meets on a monthly basis to discuss strategy and oversee the program.

All branches have been inspected for risk rating, and we have implemented a wide range of situation-specific best practice security devices and equipment. Additionally, we have deployed 140 AED units and utilize signage for Tornado-Shelter in Place, Evacuation Assembly Area, AED, and Fire Extinguisher locations. We also have extensive processes and procedures in place to combat cyber threats and fraud.

The bottom line with all our training is to create awareness and equip colleagues to report any activity that can pose a threat to others.

Staying Ahead of Evolving Threats

Our focus on safety and security means the job is never done and we must continue to train, invest, and implement to stay ahead of the threats in the world around us. In 2019, we continued to invest in People, Processes, and Products:

People: In addition to our ongoing training programs, other measures implemented include extra, special-duty police officers and police cruisers stationed at critical facilities, additional executive protections, and enhanced security at Huntington Bank events.

Processes: We continued to enhance our internal processes to anticipate, prevent, and address potential threats. Our efforts included optimizing our insider threat detection program, enhancing our emergency response and drills programs, and expanding security provisions and our communications with lease owners/property management companies.

Products: We installed additional safety and security equipment including X-ray scanners, automatic detection systems, warning lights, and entry control devices. For safety and security reasons, we are not able to provide more detail about the substantial additional enhancements that we have made to ensure that every customer and colleague experience is safe, secure, and welcoming.



The safety of our Huntington colleagues and customers is at the forefront of our operations.

– Mark Weimerskirch,
Chief Physical Security Officer



Environmental

2019 Environmental Highlights
Environmental Footprint

2019

Environmental Highlights

Our CDP score was a **"B,"** placing Huntington among best in class for our peer group

Managed **698 active sites** in the U.S. Environmental Protection Agency ENERGY STAR® program

ENVIRONMENTAL PERFORMANCE SUMMARY^{1,2}

Indicator	2017 (baseline)	2018	2019
Scope 1 - Direct Emissions (MT CO ₂ e)	14,341	14,190	13,709
Scope 2 - Indirect Emissions (MT CO ₂ e)	77,722	70,992	63,757
Building Energy Consumption (MWh)	219,600	208,110	191,179
Water Consumption (gallons)	109,429,769	105,326,152	99,539,001
On-Site Solar Generation (kWh)	587,100	729,566	1,331,892

INVESTING IN OUR PLANET

- Implemented 274 environmental sustainability projects, including:
 - » On-site solar array installation at our Easton facility
 - » LED lighting and high efficiency HVAC projects
 - » Eliminated polystyrene foam, plastic serviceware, and plastic bottled water across our footprint
- Increased investment in environmental sustainability-focused projects to over \$17 million

CLIMATE-FRIENDLY MOBILITY INITIATIVES

- Increased the number of EV charging station ports to 39 across facilities and branches
- Piloted two new transportation/mobility programs for colleagues

Our Green Team colleague affinity group **grew membership by 41%** year over year

2017-2022 Environmental Footprint Commitments

In 2019, we continued to make progress against our 2022 sustainability goals, and as such have updated our reduction targets.

Existing Goal	2019 Progress	Updated 2022 Goal
Reduce Greenhouse Gas Emissions by 10%	↓ 16%	Set longer-term goals
Reduce Water Use by 10%	↓ 9%	15%
Reduce Landfill Waste by 10%	↓ 22%	25%
Reduce Paper Printing by 10%	↓ 17%	25%

We have established new, longer-term goals for greenhouse gas emissions reduction.

Mid-Term Goal
Reduce Greenhouse Gas Emissions by **31% by 2027**

Long-Term Goal:
Reduce Greenhouse Gas Emissions by **41% by 2037**

¹ 2018 data, as reported in our 2018 ESG report, have been updated in this report based on final verification.

² 2019 numbers should be considered estimates until verification by CDP is final.



WE'RE FOR PEOPLE®

We take environmental responsibility seriously, and we are focused on creating a sustainable future for our colleagues, customers, and families.

ENVIRONMENTAL

Environmental Footprint

Energy conservation and environmental responsibility are priorities for Huntington. We embrace responsible practices regardless of directives from legislation or the marketplace. We acknowledge that climate change is a real issue, we incorporate energy efficiency, waste reduction, and other aspects of environmental sustainability into our day-to-day activities, and we champion efforts for change today, tomorrow, and for years to come.

We are committed to creating an environmentally sustainable future through focused environmental management efforts and continued colleague engagement. We make this commitment as an extension of our corporate values that drive our everyday actions. Our approach to environmental stewardship is guided by our [Environmental Policy Statement](#), which outlines our pledge to protect the environment, address climate change, and manage our environmental risks.

Huntington's CEO and executive leadership team lead our strategic environmental efforts, while the day-to-day decisions and activities are driven by a dedicated Energy Sustainability Department and our colleagues.

The Energy Sustainability Director has an annual responsibility to reduce Huntington’s carbon footprint and monitor activities related to greenhouse gas emissions. Additional oversight of our environmental performance is provided by our Board of Directors, our Renewable Financing program, and regular evaluation of business opportunities to lessen our carbon footprint.

Huntington’s Governance Structure Drives Environmental Performance

Board of Directors: monitors stakeholder demands related to climate change, and provides oversight of our ambition around ESG program strategy and alignment.

CEO and Executive Leadership Team: provides strategic direction for our environmental footprint reduction programs and drives accountability throughout the organization.

Energy Sustainability Department: ensures successful implementation of environmental efforts, studies industry best practices, and identifies areas of additional opportunity for Huntington.

Colleague Engagement: provides opportunities for colleagues to be involved in environmental efforts in various ways, by joining the “Green Team,” reducing cafeteria waste and plastic bottle use, and participating in battery disposal and electronics recycling programs.

Increasing Environmental Awareness among Our Colleagues

Since 2018, monthly sustainability tips have been provided to Huntington colleagues on Huntington’s intranet. The sustainability tips vary by the season and focus on energy savings and environmental best practices. The purpose of the tips is to bring awareness and educate colleagues on what they can do at the office or at home to reduce their carbon footprint and be responsible stewards of the environment.

Striving for Best-in-Class Performance

2018 was a strategically important year for continuously elevating environmental performance, including the creation of our baseline, processes, and key metrics. Building on this momentum, in 2019, we continued on our five-year journey to implement a best-in-class energy and environmental sustainability strategy, and made significant progress against our goals. Recognizing this progress and our desire to do the right thing, we have updated our 2022 goals for reducing water, landfill waste, and paper printing, compared with a 2017 baseline.

Indicator	Previous 2022 Goal	Updated 2022 Goal
Water	↓ 10%	↓ 15%
Landfill Waste	↓ 10%	↓ 25%
Paper Printing	↓ 10%	↓ 25%

In addition, we have established new, longer-term goals for greenhouse gas emissions reduction:

- Reduce Greenhouse Gas Emissions by 31% by 2027
- Reduce Greenhouse Gas Emissions by 41% by 2037

While we acknowledge that some companies have chosen to establish 2050 greenhouse gas emissions reduction goals, we are focused on aligning our new goals with efforts that tie directly to how we operate our business. This starts with our own behaviors and practices and the improvements we can make within our own footprint. For example, at our Easton facility, our largest site of operations, we have invested in a new solar array, in addition to earning ENERGY STAR certification in 2019. We have also installed 1,152 new LG bi-facial solar panels and reinstalled 206 of the existing Sharp panels.

To supplement these efforts, we plan to take a thoughtful approach to evaluating investment opportunities in renewable energy certificates and look forward to sharing more in future reports.



An overhead view of the new solar array at our Easton facility.

Complying with U.S. and Ohio Environmental Protection Agency regulations

Huntington requires our architectural and engineering contractors to abide by all local, state, and federal codes governing building design and construction. This requirement is built into the “AIA Document A201 – 2017 General Conditions of the Contract for Construction,” which is used for all construction projects. Huntington’s Master Agreement contractual language is used for projects or work not covered in the AIA document.

Energy Efficiency and Carbon Intensity

Huntington’s commitment to energy efficiency is demonstrated by our focus on strengthening our building and renovation strategy, standardizing equipment efficiency specifications, and concentrating on our facilities’ ENERGY STAR® scores.

The U.S. Environmental Protection Agency’s (EPA) ENERGY STAR program drives implementation of energy-efficient practices among organizations nationwide. We began our voluntary participation six years ago, and in 2019, Huntington achieved 60 new ENERGY STAR certifications. Huntington had 56 bank branches ENERGY STAR certified, comprising 54% of all ENERGY STAR certified bank branches across the country. This certification means these branches perform in the top 25% of similar facilities nationwide for energy efficiency and meet energy efficiency performance levels set by the EPA.

As described in our 2018 ESG Report, we implemented an internal ENERGY STAR Challenge across our regions in 2019 for our facilities teams. The challenge encouraged each team



Our Latonia, Kentucky branch was one of our 56 branches to earn an ENERGY STAR certification in 2019.

Huntington colleagues in Columbus gathered for a litter cleanup – one of the many cleanups our colleagues participated in throughout 2019.



to participate in energy-related activities and improvement initiatives in their respective facilities. At the end of the year, recognitions were given to regions that made the most progress. As a result of this challenge, all regions increased their average ENERGY STAR scores.

In addition, we continued to implement energy efficiency projects across our footprint, including:

- Interior/Exterior LED lighting projects with daylight harvesting controls (94 projects completed)
- High-efficiency HVAC projects (70 projects completed)
- Window replacement projects in various locations (7 projects completed)
- Roof projects in various locations (29 projects completed)
- On-site solar array (1 project completed)

In 2019, Huntington also implemented low-cost/no-cost measures as additional ways to reduce energy consumption. These measures include modifying HVAC setpoints and schedules as well as LED lighting thresholds.

Reducing Our Carbon Footprint through Smart Mobility

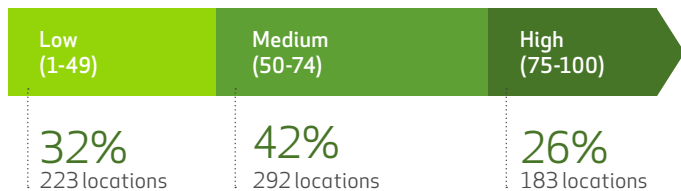
In our corporate headquarters city of Columbus, Huntington continues to be an active partner of Smart Columbus, an initiative focused on the reinvention of mobility in the urban environment. In 2019, we furthered the work we began in 2018, including:

- **EV Charging Stations Initiative:** Huntington has 39 electric vehicle charging station ports across the Columbus region.
- **SHARE Rideshare Pilot Program:** This convenient carpool service takes colleagues to and from work while preventing excess vehicles on the road. In 2019, 85 riders participated in the pilot program.

Our Energy Efficiency Performance

We established 2018 as our baseline year for ENERGY STAR benchmarking. This is due to the fact that EPA changed the standard for how scores are calculated beginning in 2018. Going forward, our intention is to report on current- and previous-year performance and the baseline, which for this report is also the previous year. Huntington has invested in significant personnel and data management resources to enable us to meet the updated criteria while maintaining a high level of transparency.

2019 ENERGY STAR SCORING MAKEUP



AVERAGE ENERGY STAR SCORE (BY REGION)

	2017	2018*	2019
Akron & Canton	52.12	53.00	60.29
Central OH	53.44	53.94	58.28
Corporate	72.40	74.40	72.75
East	56.88	59.38	65.35
West	47.38	50.16	59.24
Great Lakes	57.67	56.73	56.73
Michigan - Central/East	50.92	51.63	58.23
Grand Total (average)	55.83	57.03	61.55

*In 2018, EPA changed the standard for how ENERGY STAR scores are calculated.

AVERAGE SITE ENERGY USE INTENSITY (KBTU/FT²)

	2017	2018	2019
Akron & Canton	99.93	105.33	94.69
Central OH	95.91	102.22	94.49
Corporate	89.44	88.68	86.56
East	83.24	87.36	80.02
West	97.14	104.79	93.00
Great Lakes	95.29	99.82	102.01
Michigan - Central/East	104.08	111.24	100.41
Grand Total (average)	95.00	99.92	93.03

AVERAGE SOURCE ENERGY USE INTENSITY (KBTU/FT²)

	2017	2018	2019
Akron & Canton	217.10	222.91	197.18
Central OH	210.61	215.89	198.99
Corporate	205.50	206.72	199.72
East	184.48	188.66	169.48
West	227.35	236.29	204.31
Great Lakes	192.77	195.00	195.99
Michigan - Central/East	209.27	215.54	191.70
Grand Total (average)	214.79	272.91	193.91

In 2019, we engaged Heapy Engineering to perform a third-party assessment of our energy portfolio. Based on this assessment, Huntington has been identified as an industry leader in the following areas:

- Annual utility expenditures (per square foot)
- Annual energy and emissions (per square foot)
- Corporate efficiency targets and standards
- ENERGY STAR portfolio participation and performance
- ESG reporting and CDP performance improvement

Recognized for Leadership

The Association of Energy Engineers (AEE) annually recognizes individuals and companies for their dedication and performance in the energy industry. In 2019, Huntington Energy Sustainability Director Rebecca Karason was honored as the 2019 Energy Manager of the Year for Region III, which covers Illinois, Indiana, Iowa, Kentucky, Michigan, Ohio, and Wisconsin. Under Rebecca's leadership, Huntington has made significant progress on its corporate-wide energy usage reduction strategy, including increasing colleague engagement and additional investment in renewable energy.



Energy Sustainability Director Rebecca Karason with her 2019 Energy Manager of the Year award.

Renewable Energy Finance Provides Lending Solutions for ‘Green Energy’

Huntington’s Renewable Energy Finance (REF) group provides comprehensive, customized solutions for businesses innovating in the green technology market. REF uniquely positions Huntington to grow assets, diversify investments, and monetize tax benefits – all while enhancing Huntington’s commitment to the environment – through four specialized offerings:

- **Energy Efficiency Contracting:** energy efficiency performance contracts that provide customers with a comprehensive set of energy efficiency measures
- **Renewable Energy Project Financing:** term loans to finance renewable energy projects owned by a third party with a commercial entity, utility, or governmental entity
- **Tax Equity Investments:** financing backed by tax credits associated with a renewable energy project
- **Federal Agency Energy Financing:** long-term financing to achieve net reduction in energy and maintenance expenditures for federal buildings.

Reducing Our Paper Usage

Started in 2012, Project Papercut is a Huntington signature initiative aimed at reducing paper consumption by encouraging colleagues to print less and offering paperless alternatives to customers. When paperless communications were not an option in 2019, at our Columbus corporate facilities alone our colleagues recycled 595 tons of paper. To expand our efforts, in 2019, Huntington Asset Finance rolled out electronic closing capabilities for leases and loans – with reducing the use of paper as one of the primary drivers of this effort.

We also partner with our suppliers for paper with recycled content and source paper from certified forests (as defined by Forest Stewardship Council and Sustainable Forestry Initiative). In 2019, in line with an industry trend that started in 2017, we continued our paper sourcing shift to rely more on certified forestry content and less on paper with recycled content.

An ESG Lens on Asset Management

Huntington has been focused on responsible investing throughout our company’s long history. Over time, we have expanded how we evaluate investments through the lens of environmental, social, and governance factors, particularly as more investors seek to align their portfolio with their values and beliefs. In 2020, we are improving how we think about the long-term sustainability of investments as well as how this translates to serving our customers. Read more on page 25 of the Economic section.

Paper Usage (corporate offices and branches)

TOTAL PAGES PRINTED

2019	107,848,939
2018	124,601,643
2017	129,886,686



Reducing Our Water Usage

Huntington strives to reduce our water use with low-flow toilets and water-efficient landscaping. We make it a priority to keep our colleagues informed about water usage reduction through sustainability tips sent to their in-boxes. In 2017, we established a corporate goal to reduce our water consumption by 10% by 2022. We made significant progress in 2019, achieving a 9% reduction in our second year since setting the goal. As a result of this progress, we have updated our water consumption goal to a 15% reduction by 2022.

We acknowledge that the reduction in use of plastic water bottles may cause an increase in water usage and impact progress toward our goal, as we encourage our colleagues to utilize new water filling stations and filtered water pitchers across our footprint. However, we believe reducing plastic use is a larger priority at this time.



Huntington colleagues and family members participating in the annual "Scioto Sweep" cleanup along the Scioto River in Columbus, Ohio.

Electronics Recycling Program Impact

35,747,784 kWh

ENERGY SAVINGS

Equivalent to annual power usage for **2,799 U.S. households** per year



6,776,428 kg of CO₂ emissions

GREENHOUSE GAS REDUCTION

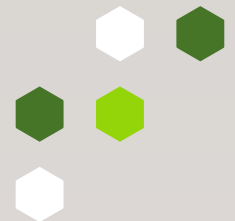
Equivalent to removing **4,872 cars** from the road for a year



19,570 kg

HAZARDOUS WASTE REDUCTION

Equivalent to the weight of **159 refrigerators**



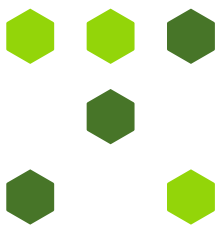
Reducing Waste through More Sustainable Options

As part of our diligent environmental stewardship, in 2019, we replaced polystyrene foam and plastic serviceware products with compostable, biodegradable, and reusable options across the Huntington footprint. In addition, we removed all plastic bottled water from our cafeterias, markets, and vending machines, as well as from the supply catalogs offered to our various locations. These significant changes underpin our effort to reduce our waste to landfill. We also recognize the environmental concerns plastic presents to our environment, particularly to marine life. We are proud to make these changes and educate our colleagues with the hope that they will also carry out these practices in their personal lives.



Appendix

Appendix



This Appendix is provided as a supplement to Huntington's 2019 Environmental, Social, and Governance report. To make sure that the main report and the Appendix can be used together, we have organized both components into five sections: Introduction, Economic, Governance, Social, and Environmental. In general, information that is important to our ESG strategy and how we operate the business is addressed in the respective sections of the main report. Information that satisfies only regulatory requirements and specific requests is addressed in this Appendix. In addition, the Appendix contains links to a wide variety of key policies, charters, guidelines, codes, factsheets, and other related disclosures and documentation.

Introduction

Stakeholder Engagement: Engaging with Our Key Stakeholders

	Engagement Approach	ESG Topics of Primary Interest
Shareholders	Annual meeting, conference calls, in-person meetings, investor conferences, phone inquiries, and through the website	Financial performance; corporate governance and transparency; enterprise risk management; ESG integration in asset management; management of legal and regulatory environment; executive compensation; disaster response and business continuity
Customers	Focus groups, in branches, on the phone, research, social media, surveys, and through the website	Customer service, satisfaction, and advocacy; data security and customer privacy; fair and responsible banking; economic inclusion; ESG integration in asset management; impacts from customers we finance and local job creation; financial education; disaster response and business continuity
Colleagues	Business continuity and training exercises, colleague survey, corporate intranet, in-person meetings, learning programs, regular town halls, and special events	Financial performance; diversity and inclusion; ethical practices and purpose-driven culture; data security and customer privacy; colleague engagement, development, retention, and attraction; environmental management policy; energy efficiency and carbon intensity; disaster response and business continuity
Communities	Annual outreach, board and civic engagement, emergency response, philanthropic investments, public/private partnerships, research, social media, through the website, and volunteer opportunities	Customer service, satisfaction, and advocacy; fair and responsible banking; economic inclusion; financial education; environmental management system; energy efficiency and carbon intensity; financial education; disaster response and business continuity

Economic

Fair and Responsible Banking

Financial Education

- [Credit Education](#)
 - » Introduction to Credit Scoring
 - » FICO® Score Basics
 - » How the FICO® Works
 - » Financial Health Management
 - » Credit Inquiries and Their Effect on Your FICO® Score
 - » Myths Concerning FICO® Score
 - » Glossary of Credit Terms
- [Small Business Calculators](#)
- [Small Business Resources](#)

Military Financial Services

Servicemembers Civil Relief Act Military Banking

Military Banking

Huntington's Online Guarantee to Our Consumer Customers

In the event a problem arises with any transactions in Online Banking or Bill Pay, we have committed to our consumer customers:

1. We will replace funds that were not authorized to be removed from the customer's account through Huntington Bill Pay when the customer notifies us in a timely manner.
2. We will send our customers' payments on time, every time. If an online banking transfer or bill payment is not sent on the date you've requested, and you are charged a late fee as a result, we'll take care of it for you (as long as you schedule your payments on time with available funds, enter the correct information and comply with the terms of our Online Services Agreement).

Online Services Agreement

Our Approach to Lending

Commitment to Serving Our Communities

Huntington supports the markets and communities it serves in a responsible manner, endeavoring to contribute to an environment of economic stability and purposeful growth. Huntington will not discriminate against any person on a prohibited basis including: race, color, religion, national origin, sex, marital status, age, disability, the fact that applicant's income is derived from public assistance, or the fact that the applicant has in good faith exercised any right under the

Consumer Credit Protection Act or any state law upon which an exemption has been granted by a credit bureau. We underwrite all credit applications in an impartial, consistent manner based on the type of credit request, within a moderate credit risk appetite.

Credit Risk Management

We recognize the risks and concerns inherent in our lending practices, and that certain portfolios carry higher levels of risk. Huntington has established product and industry concentration limits that are recommended by the Bank's management-level Credit Policy and Strategy Committee and approved by the Board-level Risk Oversight Committee. These concentration limits are designed to create a well-diversified credit portfolio consisting of high-quality Consumer and Commercial loans and are monitored by the Credit Administration team, who ultimately report to the Chief Risk Officer. Product and industry portfolio exposures are measured each quarter and reported to the Board's Risk Oversight Committee to ensure those exposures remain within risk tolerances.

Various colleagues within the Commercial, Consumer and Business Banking, Vehicle Finance, and Private Client Group segments of the Bank meet regularly with Credit Administration to discuss updated industry information or other topical issues related to Huntington's aggregate moderate-to-low risk appetite. Further, emerging risks are closely monitored, representing a standing agenda item for the monthly meeting of the Credit Policy and Strategy Committee. Finally, our colleagues participate in regular training designed to reinforce compliance with our stated aggregate moderate-to-low risk appetite and related rules and regulations.

As part of our risk management process for commercial and business borrowers within certain industries, we utilize industry-specific lending and credit underwriting teams, which have a broad and deep understanding of these industries and their environmental and social impacts. For Consumer borrowers, we utilize a combination of factors to determine ability to repay and the appropriateness of the product for the borrower's circumstances.

Consistent with our enterprise risk management structure, our credit risk management process is built upon three lines of defense. The first line of defense (e.g., relationship managers and other line of business personnel) owns and manages the risks we face in our day-to-day operations, including the application of heightened underwriting standards for certain industries, where applicable.

The second line of defense (e.g., credit executives, BSA/AML personnel) assesses risk and oversees the risk-taking activities of the first line of defense. Second line of defense associates need to concur with the first line's assessment of risk before a transaction can move forward to approval.

The third line of defense (e.g., internal audit and credit review) performs independent reviews and assessments of risk management practices of the first and second lines of defense. Our portfolios are examined on a regular basis to ensure compliance with existing loan and monitoring policies. In the event the third line of defense determines that an action plan must be established to mitigate an identified risk or operational issue, the first and second lines of defense, as appropriate, are tasked with developing and executing the plan within a given timeframe. The third line of defense monitors and audits the actions taken to ensure the risk has been appropriately mitigated.

Environmental

Regardless of business segment, all commercial loans secured by real estate must procure adequate environmental due diligence, that when evaluated, identifies the environmental risk issues (or the potential thereof) associated with the collateral. Both the Huntington Real Estate Technical Services group and the Environmental Risk Team are involved in evaluating potential environmental concerns, assessing the level of risk, and interpreting the policy to assist in the mitigation of risk. This includes requirements for enhanced due diligence, which can include the completion of an environmental questionnaire, a government record search, or an environmental site assessment. The extent of due diligence required is based on the risks identified during the underwriting process and the loan value.

Know Your Customer

A banking relationship with Huntington is established after the identity of a potential customer is satisfactorily determined in accordance with the Anti-Money Laundering Program Policy and the Customer Identification Program, including the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) standards. In accordance with our High-Risk Customer Policy, Huntington will conduct business only with customers that it reasonably believes to be of good reputation and through proper and thorough due diligence believes to have acquired their source of funds and will derive ongoing income through legitimate means.

Consumer Lending Focus

Our consumer lending strategy focuses on prime and super-prime customers. Per our policy, we do not originate subprime loans.

Governance

Corporate Governance

Board of Directors

As of December 31, 2019, the Huntington Bancshares Incorporated Board of Directors consisted of 15 directors, comprised of our Chairman/CEO and 14 independent directors. Directors serve one-year terms, and no person shall be nominated or elected a director after having attained the age of 72 years, subject to waiver in certain exceptional circumstances. Biographical details are disclosed for all directors on our website. Board committee membership, director compensation, and additional information are disclosed in the annual proxy statement.

[Board of Directors](#)

[Proxy Statement](#)

Regulatory Compliance

Critical banking laws that we adhere to, where applicable, include, but are not limited to:

- [National Bank Act of 1864*](#)
- [Federal Reserve Act of 1913*](#)
- [An Act to Amend the National Banking Laws and the Federal Reserve Act*](#)
- [Banking Act of 1933*](#)
- [Banking Act of 1935*](#)
- [Federal Deposit Insurance Act of 1950*](#)
- [Bank Holding Company Act of 1956*](#)
- [Financial Institutions Supervisory Act of 1966*](#)
- [International Banking Act of 1978*](#)
- [Financial Institutions Regulatory and Interest Rate Control Act of 1978*](#)
- [Depository Institutions Deregulation and Monetary Control Act of 1980*](#)
- [Garn-St Germain Depository Institutions Act of 1982*](#)
- [Competitive Equality Banking Act of 1987*](#)
- [Financial Institutions Reform, Recovery, and Enforcement Act of 1989*](#)
- [Crime Control Act of 1990*](#)
- [Federal Deposit Insurance Corporation Improvement Act of 1991*](#)

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- [Housing and Community Development Act of 1992*](#)
- [RTC Completion Act*](#)
- [Riegle Community Development and Regulatory Improvement Act of 1994*](#)
- [Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994*](#)
- [Economic Growth and Regulatory Paperwork Reduction Act of 1996*](#)
- [Gramm-Leach-Bliley Act of 1999*](#)
- [Sarbanes-Oxley Act of 2002*](#)
- [The Check Clearing for the 21st Century Act*](#)
- [Fair and Accurate Credit Transactions Act of 2003*](#)
- [The Federal Deposit Insurance Reform Act of 2005*](#)
- [Financial Services Regulatory Relief Act of 2006*](#)
- [The Housing and Economic Recovery Act of 2008*](#)
- [Emergency Economic Stabilization Act of 2008*](#)
- [Helping Families Save Their Homes Act of 2009*](#)
- [Dodd-Frank Wall Street Reform and Consumer Protection Act*](#)

Code of Business Conduct and Ethics

[Code of Business Conduct and Ethics](#)

Board Committee Charters

The following Board of Directors’ Committee Charters establish the purpose, membership, duties, and responsibilities for each of the Board committees.

- [Audit Committee Charter](#)
- [Community Development Committee Charter](#)
- [Compensation Committee Charter](#)
- [Executive Committee Charter](#)
- [Nominating and Corporate Governance Committee Charter](#)
- [Risk Oversight Committee Charter](#)
- [Technology Committee Charter](#)

Corporate Governance Guidelines

[Corporate Governance Guidelines](#)

Financial Code of Ethics for Chief Executive Officer and Senior Financial Officers

In addition to the Code of Business Conduct and Ethics, the Chief Executive Officer, Chief Financial Officer, Corporate Controller, and Principal Accounting Officer are bound by the additional provisions set forth in our Financial Code of Ethics relating to ethical conduct, conflicts of interest, and compliance

with law. The provisions of the Financial Code of Ethics provide for the full, fair, accurate, timely, and understandable disclosure of financial performance and other material information.

[Financial Code of Ethics](#)

Independent Auditor

[2020 Proxy Statement](#)

Huntington engaged PricewaterhouseCoopers LLC as an independent registered public accounting firm

Non-Audit Fee Ratio	2019
Non-audit fees	14.53%
Audit fees	\$6,298,448
Audit-related fees	\$1,458,555
Total auditor fees	\$9,076,083

Investor Relations Policy

Huntington is committed to providing timely, accurate, and complete information consistent with legal and regulatory requirements, to enable orderly and fair trading of its securities in the marketplace. The [IR Disclosure Policy and Analyst Access Policy](#) sets forth the guiding principles and requirements applicable to Huntington’s public disclosures.

The policy outlines analyst/investor access standards to Company representatives to assure equitable access, as much as is practically possible given Company resource constraints, and so that analysts/investors can have realistic expectations regarding the nature, frequency, and breadth of such Company representative access.

Recoupment/Clawback Policy

The [Recoupment/Clawback Policy](#) sets forth the guidelines for possible recoupment or clawback of incentive compensation in appropriate situations to the extent permitted (or required) by law and by the Company’s plans, policies, and agreements. This policy dictates the situations that shall trigger a review, which generally involves behaviors or actions outside the bounds of the Company’s overall risk appetite and governance structure.

Adherence to Federal Laws

Huntington supports and complies fully with the U.S. Bank Secrecy Act of 1970 and its anti-money laundering provisions. Employees receive anti-money laundering training annually. All employees also are required to undergo training on avoiding facilitation of tax evasion and terrorist financing. The most at-risk employees are required to undergo enhanced training.

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Huntington also complies with the requirements of the U.S. Patriot Act of 2001, which requires financial institutions to develop a customer identification program that implements procedures to:

- Collect identifying information about customers opening an account;
- Verify that the customers are who they say they are;
- Maintain record of the information used to verify their identity; and
- Determine whether the customer appears on any list of suspected terrorists or terrorist organizations.

Huntington guards faithfully against customers who might use its services to conduct criminal acts and works diligently to identify clients or beneficial owners who make unusual transactions. The Huntington Bank Secrecy Act and Anti-Money Laundering Group monitors customer transactions to identify suspicious activity and reports any such activity to law enforcement.

Huntington’s Customer Due Diligence Program identifies, measures, monitors, controls, and manages customer risk in alignment with the U.S. Bank Secrecy Act and the USA Patriot Act. Huntington won’t do business with anyone whose funds it believes have been acquired unlawfully or illegitimately or who it believes has been convicted of a crime involving misappropriation of funds, terrorist activity, drug or human trafficking, or money laundering.

**Cybersecurity and Customer Privacy
Commitment to Customer Security and Privacy**

Huntington’s commitment to customer security and privacy is reflected in its Online Privacy Policy, which is publicly available and complies with the Cybersecurity Information Sharing Act. Huntington also complies with Title V of the Gramm-Leach-Bliley Act, which requires financial institutions to notify customers of privacy policies and practices, and inform them of the conditions under which their personal information may be disclosed to nonaffiliated third parties.

- [Privacy & Security](#)
- [Telemarketing Policy](#)
- [Privacy Notice](#)
- [Online Privacy Policy](#)
- [Security Commitment](#)

Customer Protection Education & Tips

- [Understanding Phishing](#)
- [Improving Password Habits](#)
- [Online Banking Security](#)
- [Debit & Credit Card Security](#)
- [Online Safety Tips](#)
- [Online Safety Tips for Business](#)
- [Common Types of Frauds & Scams](#)
- [Sign up for Fraud Alerts](#)
- [How to Monitor Your Accounts & Information](#)
- [How to Report Fraud or Suspicious Activity](#)
- [What to do if Your Identity is Compromised](#)
- [Smartphone Security Tips](#)
- [Wire Fraud Scams](#)
- [Safe Shopping Tips](#)

**Government Relations
Company Contributions**

Huntington does not use corporate funds, either directly or indirectly, for election-related contributions to political candidates, political parties, or candidate committees, including super PACs or independent expenditure committees. Huntington contributes on occasion to local/state issue and levy campaigns that support the interests of our communities and the company. These contributions are made infrequently, and when made, are publicly reported in alignment with company policy and applicable law, and approved by senior management independent of individual political beliefs. The company’s contributions for 2019 totaled \$58,000.

Designation	Political Committee	Cause	Amount
Columbus, OH	Citizens for Columbus State	Columbus State Bond Issue	\$40,000
Columbus, OH	Opportunity City PAC	2019 Columbus Bond Package	\$10,000
Toledo, OH	Toledo 2020	Income Tax Levy	\$5,000
Columbus, OH	Keep Columbus Strong	Ticket Tax Issue	\$2,500
Elyria, OH	Citizens Committee for Lorain County	Metro Parks Levy	\$500
TOTAL			\$58,000

Oversight and Management

All political activities conducted by or on behalf of the company are managed by Huntington’s Government Relations department. The group is led by the Chief Public Affairs Officer, who is responsible for the department’s policies, activities, and legal compliance; and the group reports to Huntington’s Senior

Executive Vice President and General Counsel. Moreover, the group is subject to the oversight of the Community Development Committee of the Board of Directors. Huntington maintains policies and processes intended to ensure that all public affairs activities are conducted in accordance with those policies and applicable legal limits. Huntington colleagues are also bound by the bank's code of conduct and ethics, which aligns with the Bank Bribery Amendments Act of 1985 and the U.S. Foreign Corrupt Practices Act. Huntington's Employee Handbook instructs colleagues about the policy, which prohibits employees from giving anything of value to foreign officials or political candidates in order to obtain or keep business. Colleagues are asked to acknowledge their understanding of this policy annually, and the General Counsel reports violations of the policy to the Board annually.

Huntington's practice also aligns with Congressional rules that ban the purchase of all meals, gifts, entertainment, or travel for members of Congress, the Executive Branch, and their staffs. Every January and July, Huntington requires its colleagues to acknowledge the bank's practice for complying with the Honest Leadership and Open Government Act and to make all reports required under the law.

Political Action Committee Contributions

HBI-PAC, Huntington's political action committee, makes bipartisan campaign contributions in compliance with local, state, and federal election laws. All HBI-PAC funds are voluntary donations from eligible colleagues. No corporate funds are contributed to HBI-PAC. The company's political action committees are overseen by a PAC board of directors, administered by Government Relations department staff, and managed in compliance with applicable local, state, and federal laws, as well as Huntington's mission, vision, and values. HBI-PAC contributions are publicly available on the [U.S. Federal Election Commission website*](#) (Committee ID: C00165589) and on the websites of respective state election authorities. Visit [Huntington's Government Relations webpage](#).

Corporate Income Taxes

In 2019, Huntington incurred \$248 million of federal, state, and local income taxes, all of which was incurred in the United States.

Supplier Management

[Supplier Management Policy](#)

[Service Provider Code of Conduct](#)

[Purchase Order Terms and Conditions](#)

Legal Standards for Huntington Suppliers

Huntington endeavors to have suppliers:

- Include in their Huntington contracts to abide by the Office of Foreign Asset Control regulations governing terrorist financing and to follow all other federal laws and regulations that prohibit doing business with entities listed by the U.S. Department of the Treasury as Specially Designated Nationals and Blocked Persons.
- Comply with U.S. Immigration laws and rules, regulations, and guidelines in allowing non-U.S. citizen employees to perform work on behalf of the bank. Suppliers must follow all applicable laws governing background and professional reference checks and drug testing, including the Immigration Reform and Control Act of 1986 and the Fair Credit Reporting Act, and rules and regulations under the Office of Foreign Asset Control, the Terrorist Watchlist and the Excluded Parties List System.
- Verify that representatives who work at Huntington facilities or have access to confidential business or customer information have not been convicted of a crime.
- Have a formal training program for those engaged in marketing, sales, delivery, servicing, and providing goods and services, including training in anti-money laundering regulations, the Bank Secrecy Act, the Consumer Financial Protection Act, and other relevant laws and regulations.
- Agree to be subject to federal regulatory oversight specific to the banking industry and to internal operating controls and security processes at any Huntington location where they perform services. They agree to encrypt all sensitive and confidential information that is sent over a public network or transported on an external storage device.
- Have in place a written risk management program associated with outsourcing or subcontracting their work to third parties, including technology service providers and vendors. Huntington does annual risk assessments for high-risk suppliers and every three years for moderate-risk suppliers. Huntington provides an annual third-party risk management report to the board's Operation Risk Committee, the Risk Management Committee, and the Technology Committee.

* By clicking this link, you will leave huntington.com and go to a site Huntington doesn't control. Different privacy and security practices may apply.

Social

Colleague Experience

[Careers at Huntington](#)

[Diversity and Inclusion Policy](#)

Environmental

Environmental Reporting

[Environmental Policy](#)

Huntington recognizes that a healthy, sustainable future requires environmental stewardship, and commits to increasing our environmental performance and reducing our carbon footprint. Led by the CEO and executive management, we make this commitment as a natural extension of the corporate values our colleagues embody in their everyday actions.

CDP Public Participation

Huntington is a committed participant in [CDP](#) (formerly the Carbon Disclosure Project), a global initiative that allows us to track and submit data toward managing our environmental impact.

Greenhouse Gas Reporting Assurance

Energent Solutions has performed a verification of Huntington National Bank's (HNB) greenhouse gas (GHG) assertion, performed by Heapy Engineering, in accordance with ISO 14064-3 and GHG Protocol Scope 2 Guidance, 2015 amendment to the GHG Protocol Corporate Standard for their participation in the 2019 Carbon Disclosure Project (CDP). The assurance report states:

"Huntington National Bank has developed an excellent system for obtaining and tracking all utility and greenhouse gas data. Based on the above review of the 2018 GHG assertion:

1. Is materially correct and is a fair representation of the GHG data and information,
2. Complies with the International Standard ISO 14064-3: Greenhouse gases – Part 3: Specification with guidance for the validation and verification of greenhouse gas assertions.
3. Complies with the GHG Protocol Scope 2 Guidance, 2015 amendment to the GHG Protocol Corporate Standard.

Other activities not covered in this emissions report but may be worth further investigation are the following:

- Emissions associated with leased buildings. HNB may never see these bills, nor do they have control over the building efficiency. However, they should be considered as part of the portfolio for emissions.
- Emissions associated with backup generators. It is unlikely backup generators would make a difference in the total emissions as they are used during power loss, but it could alter the scope the emissions fall under."

Scope 3 Emissions (in MT CO₂e)

Scope 3 Emissions	2017	2018
Business Air Travel	1,151	--
Hotel	939	533
Rental Vehicles	317	132
Company Vehicles	215	276
Herman Miller Furniture Products	385	5,607
Electronic Devices	269	2,204
Carpet	244	--
LVT	8	--
Courier Services (Brinks)	660	744
Courier Services (Internal)	968	218
Courier Services (FedEx)	193	258
Landfill Waste	--	1,253
TOTAL	5,350	11,224

2019 Scope 3 Emissions will be available in our CDP Climate Change 2020 Report, which will be published in the third quarter of this year.

Additional Disclosures



The Huntington National Bank is an Equal Housing Lender and Member FDIC.



Huntington®, 24-Hour Grace®, Asterisk-Free Checking®, Huntington Heads Up®, and We're for People® are federally registered service marks of Huntington Bancshares Incorporated. All Day DepositSM, Savings Goal GetterSM, Spend SetterSM, Look Ahead CalendarSM, WelcomeSM, and BienvenidosSM are service marks of Huntington Bancshares Incorporated.

Third-party logos and product, service, business, and program names are trademarks and/or service marks of their respective owners.

VA loans require a VA certificate of eligibility. Huntington is not acting on behalf of, or at the direction of, the VA, FHA, the USDA, or the Federal Government.

Caution Regarding Forward-Looking Statements

This communication contains certain forward-looking statements, including, but not limited to, certain plans, expectations, goals, projections, and statements, which are not historical facts and are subject to numerous assumptions, risks, and uncertainties. Statements that do not describe historical or current facts, including statements about beliefs and expectations, are forward-looking statements. Forward-looking statements may be identified by words such as expect, anticipate, believe, intend, estimate, plan, target, goal, or similar expressions, or future or conditional verbs such as will, may, might, should, would, could, or similar variations. The forward-looking statements are intended to be subject to the safe harbor provided by Section 27A of the Securities Act of 1933, Section 21E of the Securities Exchange Act of 1934, and the Private Securities Litigation Reform Act of 1995.

While there is no assurance that any list of risks and uncertainties or risk factors is complete, below are certain factors which could cause actual results to differ materially from those contained or implied in the forward-looking statements: changes in general economic, political, or industry conditions; the magnitude and duration of the COVID-19 pandemic and its impact on the global economy and financial market conditions and our business, results of operations, and financial condition; uncertainty in U.S. fiscal and monetary policy, including the interest rate policies of the Federal Reserve Board; volatility and disruptions in global capital and

credit markets; movements in interest rates; reform of LIBOR; competitive pressures on product pricing and services; success, impact, and timing of our business strategies, including market acceptance of any new products or services implementing our “Fair Play” banking philosophy; the nature, extent, timing, and results of governmental actions, examinations, reviews, reforms, regulations, and interpretations, including those related to the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Basel III regulatory capital reforms, as well as those involving the OCC, Federal Reserve, FDIC, and CFPB; and other factors that may affect our future results. Additional factors that could cause results to differ materially from those described above can be found in our 2019 Annual Report on Form 10-K, as well as our subsequent Securities and Exchange Commission (“SEC”) filings, which are on file with the SEC and available in the “Investor Relations” section of our website, <http://www.huntington.com>, under the heading “Publications and Filings.”

All forward-looking statements speak only as of the date they are made and are based on information available at that time. We do not assume any obligation to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements were made or to reflect the occurrence of unanticipated events except as required by federal securities laws. As forward-looking statements involve significant risks and uncertainties, caution should be exercised against placing undue reliance on such statements.

Contact Huntington

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Public Exhibit 13

Branch Actions Overview

Branch Actions Overview

Huntington Bank seeks licenses from the OCC for various banking locations it will be acquiring from TCF National Bank in the Bank Merger. Exhibit 14 contains a list of all the offices that will be established or retained as licensed branches and limited purpose facilities in the Proposed Transaction.¹ The list at Exhibit 14 includes 482 locations,² including:

Colorado	33 full-service branch locations;
Illinois:	38 full-service branch locations; 70 full-service retail locations;
Michigan:	211 full-service branch locations (including one approved but unopened branch that is expected to open before the Bank Merger); 8 limited service facilities that are drive-up locations;
Minnesota:	49 full-service branch locations; 32 full-service retail locations;
Ohio:	22 full-service branch locations; 1 limited service facility that is a drive-up location;
South Dakota:	1 full-service branch location; and
Wisconsin:	17 full-service branch locations.

The current main office location of Huntington Bank will not change in connection with the Proposed Transaction. TCF National Bank's licensed brick and mortar location at 2508 South Louise Avenue, Sioux Falls, South Dakota 57106 is currently designated as TCF National Bank's main office location. Huntington Bank seeks a branch license for that location.³ The list at Exhibit 14 includes one currently approved but unopened branch location of TCF Bank that TCF Bank expects to open prior to the Bank Merger. The branch will be located at

¹ Huntington Bank is also acquiring TCF Bank's (a) trust offices, located in Michigan and Ohio, (b) administrative offices, located in Michigan and Minnesota, and (c) loan production offices located in several states.

² Huntington Bank seeks branch licenses from the OCC for all 482 locations. The list includes some office locations that Huntington Bank has decided to consolidate or close in connection with the Proposed Transaction, including 59 current TCF Bank locations. Huntington Bank seeks branch licenses for the 59 TCF Bank locations that will be consolidated or closed in connection with the Proposed Transaction because there is expected to be a brief period of time between when the Proposed Transaction closes and when the consolidation or closure of those office locations occurs.

³ FDIC records lists two branches at this location and Huntington Bank will only be seeking a single branch license for this location.

19600 Grand River Avenue, Detroit, Michigan 48223. The OCC granted approval for this branch on October 22, 2020.⁴

Huntington Bank will follow the appropriate procedures concerning notifications to regulators and affected branch customers for any branch consolidations and closures.

Consolidations and Closures:⁵ Huntington Bank believes that customers will be well served by the resulting branch network following the consummation of the Proposed Transaction. Because there is some overlap in the legacy branch networks of Huntington Bank and TCF Bank and in order to reduce redundancy and make the delivery of customer services more efficient, Huntington Bank expects to consolidate 25 legacy TCF Bank and 58 legacy Huntington Bank licensed full-service branches and three separately licensed legacy Huntington Bank limited purpose drive-thru locations in connection with the Proposed Transaction. Huntington Bank also expects to close 33 legacy TCF Bank and 78 legacy Huntington Bank full-service branches and one separately licensed legacy TCF Bank limited purpose drive-thru location in connection with the Proposed Transaction.

In light of the Proposed Transaction, Huntington plans to exit its relationship with the Meijer brand grocery stores located in Michigan. With the combination of the TCF Bank and Huntington Bank locations, there is a significant overlap in market coverage with 87% of the Meijer locations being less than five miles from the nearest TCF Bank or Huntington Bank branch and 95% of the Meijer locations being less than eight miles from another TCF Bank or Huntington Bank branch. Exiting the relationship with Meijer accounts for 97 of the expected 198 total combined consolidations and closures.

Please see Exhibit 15 for further information regarding each of the branch consolidations and closures.

⁴ TCF Bank also has received regulatory approval for a branch at 5656 West US Hwy 10, Ludington, Michigan 49431. The regulatory approval for this branch expires on June 10, 2021. Neither TCF Bank nor Huntington Bank intends to proceed with this branch. Accordingly, this location is not included on Exhibit 14.

⁵ According to the OCC, a branch consolidation occurs when the distance between the consolidating branch and the receiving branch meets the short-distance relocation definition in 12 CFR 5.3(l). That occurs when the receiving branch is within the following distances to the consolidating branch: (1) one thousand foot-radius of the site if the branch is located within a central city of an Metropolitan Statistical Area (an “MSA”); (2) one-mile radius of the site if the branch is not located within a central city, but is located within an MSA; or (3) two-mile radius of the site if the branch is not located within an MSA. A branch closing occurs when the distance between the consolidating branch and the receiving branch exceeds the short-distance relocation definition.

Public Exhibit 14

TCF Bank List of Branches

Branch Locations to be Acquired
Full Service - Brick and Mortar

FDIC Name (OCC Name)	Address	City	County	State	Zip Code	LMI Census Tract (Y/N)
NORTHGLENN #7015 (Northglenn Branch)	2185 East 120th Avenue	Northglenn	Adams	CO	80233	N
96TH & WASHINGTON BRANCH (Washington & 96th Avenue)	9660 Washington Street	Thornton	Adams	CO	80229	N
WESTMINSTER #7020 (Westminster Branch)	11968 Vrain Street	Westminster	Adams	CO	80031	N
FEDERAL & 72ND BRANCH (Federal & 72nd Avenue Branch)	7206 Federal Blvd	Westminster	Adams	CO	80030	Y
BUCKLEY #7019 (Buckley Road Branch)	1150 South Buckley	Aurora	Arapahoe	CO	80017	N
6TH & CHAMBERS #7029 BRANCH (Chambers Road & 6th Avenue Branch)	15350 East Sixth Avenue	Aurora	Arapahoe	CO	80011	Y
QUINCY & BUCKLEY BRANCH (Picadilly & Quincy Branch)	16999 East Quincy Avenue	Aurora	Arapahoe	CO	80015	N
HAVANA MEXICO #7024 (Havana Street Branch)	1710 S. Havana Street	Aurora	Arapahoe	CO	80012	N
CORPORATE OFFICE - COLORADO (Centennial)	8085 South Chester Street	Centennial	Arapahoe	CO	80112	N
PRINCE & BELLVIEW #7022 (Prince & Belleview)	2690 W. Belleview Avenue	Littleton	Arapahoe	CO	80123	Y
LAFAYETTE BRANCH (Highway 287 & Baseline Branch)	320 Us Hwy 287	Lafayette	Boulder	CO	80026	N
LOWELL & 144TH (Lowell & 144th)	4100 W. 144th Avenue	Broomfield	Broomfield	CO	80023	N
GREEN VALLEY RANCH BRANCH (Tower Road & Green Valley Ranch Boulevard Branch)	18520 Green Valley Ranch Boulevard	Denver	Denver	CO	80249	Y
BROADWAY & EVANS AVENUE BRANCH (Broadway & Evans Avenue Branch)	2084 S. Broadway	Denver	Denver	CO	80210	N
UNIVERSITY & EVANS BRANCH (University & Evans Branch)	2090 S University Blvd	Denver	Denver	CO	80210	N
QUEBEC SQUARE #7025 BRANCH (Quebec Square)	3720 Quebec Street	Denver	Denver	CO	80207	N
HIGHLANDS RANCH BRANCH (Highlands Ranch)	9579 South University Blvd	Highlands Ranch	Douglas	CO	80126	N
PARK MEADOWS (Lone Tree Branch)	8756 S. Yosemite Street	Lone Tree	Douglas	CO	80124	N
PARKER PAVILIONS BRANCH (Parker Branch)	11201 S. Parker Road	Parker	Douglas	CO	80134	N
POWERS BRANCH (New Center Point Branch)	2870 New Center Pointe	Colorado Springs	El Paso	CO	80922	N
HANDCOCK & ACADEMY BRANCH (Hancock Branch)	2930 South Academy Boulevard	Colorado Springs	El Paso	CO	80916	Y
CHELTON & PLATTE BRANCH (Chelton & Platte Branch)	3175 East Platte Avenue	Colorado Springs	El Paso	CO	80909	Y
CENTENNIAL & FILLMORE BRANCH (Centennial & Fillmore Branch)	3290 Centennial Boulevard	Colorado Springs	El Paso	CO	80907	N

Branch Locations to be Acquired
Full Service - Brick and Mortar

FDIC Name (OCC Name)	Address	City	County	State	Zip Code	LMI Census Tract (Y/N)
ACADEMY & MORNING SUN BRANCH ¹	4330 N. Academy Blvd.	Colorado Springs	El Paso	CO	80918	N
POWERS PEAK #7021 BRANCH (Powers Pointe Branch)	5470 E. Woodmen Road	Colorado Springs	El Paso	CO	80920	N
ACADEMY BRANCH (Academy Branch)	7239 N. Academy Boulevard	Colorado Springs	El Paso	CO	80920	N
BRIARGATE CROSSING BRANCH (Briargate & Union Branch)	9265 North Union Boulevard	Colorado Springs	El Paso	CO	80920	N
GARDENIA & 64TH AVENUE BRANCH (Gardenia & 64th Avenue Branch)	6428 Gardenia Street	Arvada	Jefferson	CO	80004	N
ARVADA BRANCH (Arvada Branch)	7203 West 55th Avenue	Arvada	Jefferson	CO	80002	Y
80TH & YARROW #7023 BRANCH (Yarrow Branch)	7790 West 80th Avenue	Arvada	Jefferson	CO	80005	N
EDGEWATER MARKETPLACE #7026 (Edgewater Branch)	1709 Sheridan Boulevard	Edgewater	Jefferson	CO	80214	Y
UNION & ALMEDA BRANCH (Union & Alameda)	12053 W. Alameda Parkway	Lakewood	Jefferson	CO	80228	Y
BELMAR #7027 BRANCH (Belmar Branch)	7070 W. Alameda Ave	Lakewood	Jefferson	CO	80226	N
BEDFORD PARK #2087 BRANCH (Bedford Park)	7400 South Cicero	Bedford Park	Cook	IL	60638	N
BURBANK BRANCH (Burbank Branch)	7901 S. Harlem Avenue	Burbank	Cook	IL	60459	N
ILLINIOS CORPORATE ADMINISTRATION (Burr Ridge)	800 Burr Ridge Parkway	Burr Ridge	Cook	IL	60527	N
CALUMET CITY BRANCH (Calumet City Branch)	493 Torrence Avenue	Calumet City	Cook	IL	60409	N
SOUTHPORT & FULLERTON #2084 (Southport)	1400 W. Fullerton	Chicago	Cook	IL	60614	N
HARLEM/BELDEN BRANCH (Harlem/Belden Branch)	2301 N. Harlem	Chicago	Cook	IL	60707	N
87TH & DAN RYAN BRANCH (87th & Dan Ryan Branch)	233 W. 87th Street	Chicago	Cook	IL	60620	Y
47TH STREET BRANCH #2107 (47th & Rockwell Branch)	2538 West 47th Street	Chicago	Cook	IL	60632	Y
MADISON/WABASH BRANCH (Loop)	29 East Madison	Chicago	Cook	IL	60602	N
<i>See Note Below</i> (North Park) ²	2920 W. Peterson Avenue	Chicago	Cook	IL	60659	N
LITTLE VILLAGE BRANCH #2077 (Little Village)	3333 West 26th Street	Chicago	Cook	IL	60623	Y
BRIGHTON PARK BRANCH (Brighton Park)	4160 South Archer Avenue	Chicago	Cook	IL	60632	Y
JEFFERSON PARK BRANCH #2071 (Jefferson Park)	4930 North Milwaukee Avenue	Chicago	Cook	IL	60630	Y
GARFIELD RIDGE/ARCHER BRANCH #2104 (Garfield Ridge #2)	6141 South Archer Avenue	Chicago	Cook	IL	60638	N

¹ This location does not have an OCC branch name.

² We do not list a FDIC branch name because it is not listed on the FDIC's BankFind website.

Branch Locations to be Acquired
Full Service - Brick and Mortar

FDIC Name (OCC Name)	Address	City	County	State	Zip Code	LMI Census Tract (Y/N)
GARFIELD RIDGE BRANCH #2079 ³	6315 West 55th Street	Chicago	Cook	IL	60638	N
HICKORY HILLS BRANCH #2108 (Hickory Hills)	9357 South Roberts Road	Hickory Hills	Cook	IL	60457	Y
HOMEWOOD BRANCH (Homewood Branch)	17830 S. Halsted	Homewood	Cook	IL	60430	Y
MELROSE PARK BRANCH #7100 (Melrose Park Branch)	1415 West North Avenue	Melrose Park	Cook	IL	60160	Y
NILES BRANCH #2072 (Niles)	7759 North Milwaukee Avenue	Niles	Cook	IL	60714	N
OAK LAWN BRANCH #2110 (Oak Lawn)	10350 South Pulaski Road	Oak Lawn	Cook	IL	60453	N
OAK LAWN BRANCH #2106 (98th Street)	9801 South Cicero	Oak Lawn	Cook	IL	60453	N
OAK PARK BRANCH #7200 (Oak Park)	601 North Harlem Avenue	Oak Park	Cook	IL	60302	N
ORLAND PARK BRANCH #2115 (Orland Park Branch)	15650 South 94th Avenue	Orland Park	Cook	IL	60462	N
PALATINE BRANCH #7500 (Palatine)	1589 North Rand Road	Palatine	Cook	IL	60074	Y
PALOS HEIGHTS BRANCH #2111 (Palos Heights)	6410 West 127th Street	Palos Heights	Cook	IL	60463	N
Park Ridge Branch #2076 (Park Ridge)	1 West Devon Avenue	Park Ridge	Cook	IL	60068	N
ROLLING MEADOWS #2091 BRANCH (Rolling Meadows)	1415 Algonquin Road	Rolling Meadows	Cook	IL	60008	N
SCHAUMBURG #2090 BRANCH (Schaumburg)	950 North Meacham	Schaumburg	Cook	IL	60173	Y
SCHILLER PARK BRANCH #2074 (Schiller Park)	9343 West Irving Park Road	Schiller Park	Cook	IL	60176	Y
GLENDALE HEIGHTS BRANCH (Glendale Heights)	567 North Avenue	Glendale Heights	Dupage	IL	60139	N
LOMBARD BRANCH #2020 (Lombard)	555 East Butterfield Road	Lombard	Dupage	IL	60148	N
NAPERVILLE BRANCH #2114 (Naperville)	425 West Ogden Avenue	Naperville	Dupage	IL	60563	N
WILLOWBROOK BRANCH #2112 (Willowbrook)	715 East Plainfield Road	Willowbrook	Dupage	IL	60527	N
WOOD DALE BRANCH (Wood Dale Branch)	358 W. Irving Park Rd	Wood Dale	Dupage	IL	60191	N
MUNDELEIN BRANCH (Mundelein Branch)	1181 W. Maple Avenue	Mundelein	Lake	IL	60060	N
WAUKEGAN BRANCH #2080 (Green Bay Road Branch)	927 North Greenbay Road	Waukegan	Lake	IL	60085	Y
NEW LENOX BRANCH (New Lennox Branch)	2400 E. Lincoln Hwy	New Lenox	Will	IL	60451	N
SHOREWOOD BRANCH (Shorewood Branch)	998 Brook Forest Ave	Shorewood	Will	IL	60404	N
ALLEGAN BRANCH (Allegan)	236 Hubbard Street	Allegan	Allegan	MI	49010	N
DORR BRANCH (Dorr)	1604 - 142nd Street	Dorr	Allegan	MI	49323	N
HAMILTON BRANCH (Hamilton)	3614 M-40	Hamilton	Allegan	MI	49419	N
SAUGATUCK BRANCH (Saugatuck)	249 Mason Street	Saugatuck	Allegan	MI	49453	N

³ This location does not have an OCC branch name.

Branch Locations to be Acquired
Full Service - Brick and Mortar

FDIC Name (OCC Name)	Address	City	County	State	Zip Code	LMI Census Tract (Y/N)
WAYLAND BRANCH (Wayland)	1146 W Superior St	Wayland	Allegan	MI	49348	N
ALPENA M-32 BRANCH (Alpena)	1324 M-32 West Alpena	Alpena	Alpena	MI	49707	N
ELK RAPIDS BRANCH (Elk Rapids)	97 River Street	Elk Rapids	Antrim	MI	49629	N
AU GRES BRANCH OFFICE (Au Gres)	144 West Huron Drive	Au Gres	Arenac	MI	48703	N
STANDISH BRANCH (Standish)	220 South Main Street	Standish	Arenac	MI	48658	N
HASTINGS/WEST STATE BRANCH (Hastings)	241 West State Street	Hastings	Barry	MI	49058	N
MIDDLEVILLE BRANCH (Middleville)	303 Arlington Street	Middleville	Barry	MI	49333	N
AUBURN BRANCH (Auburn)	232 West Midland Street	Auburn	Bay	MI	48611	N
BAY CITY MAIN RIVERS EDGE (Bay City E Main)	21 East Main Street	Bay City	Bay	MI	48706	Y
HAMPTON TOWNSHIP BRANCH (Essexville)	3101 Center Avenue Road	Bay City	Bay	MI	48732	N
WEST SIDE (Bay City Midland Street)	314 East Midland Street	Bay City	Bay	MI	48706	Y
BANGOR BRANCH (Bay City Wilder)	3533 E. Wilder Road	Bay City	Bay	MI	48706	N
SEVENTH STREET OFFICE (Bay City Washington)	600 Washington Avenue	Bay City	Bay	MI	48706	Y
KAWKAWLIN OFFICE (Kawkawlin)	100 East Chippewa Street	Kawkawlin	Bay	MI	48631	N
PINCONNING TOWNSHIP BRANCH (Pinconning)	3858 North M13	Pinconning	Bay	MI	48650	N
BARODA BRANCH (Baroda)	9061 South First Street	Baroda	Berrien	MI	49101	N
ORCHARDS MALL BRANCH (Benton Harbor Pipestone)	1882 Pipestone Road	Benton Harbor	Berrien	MI	49022	Y
BENTON HARBOR DOWNTOWN (Benton Harbor E Main)	433 West Main Street	Benton Harbor	Berrien	MI	49022	Y
FAIRPLAIN BRANCH (Benton Harbor Nickerson)	834 Nickerson Avenue	Benton Harbor	Berrien	MI	49022	Y
BERRIEN SPRINGS BRANCH (Berrien Springs)	9190 Old Us Highway 31	Berrien Springs	Berrien	MI	49103	N
BUCHANAN BRANCH (Buchanan)	128 North Main Street	Buchanan	Berrien	MI	49107	N
COLOMA BRANCH (Coloma 209 N Paw Paw)	209 North Paw Paw Street	Coloma	Berrien	MI	49038	N
NILES MAIN OFFICE BRANCH (Niles E Main)	407 E. Main Street	Niles	Berrien	MI	49120	Y
ST JOSEPH-CLEVELAND AVENUE BRANCH (St. Joseph S Cleveland)	2600 South Cleveland Avenue	St. Joseph	Berrien	MI	49085	N
ST JOSEPH-COURTPLACE BRANCH (St. Joseph Pleasant Street)	720 Pleasant Street	St. Joseph	Berrien	MI	49085	N
LAKESHORE BRANCH (Stevensville)	1711 West John Beers Road	Stevensville	Berrien	MI	49127	N
375 NORTH WILLOWBROOK RD BRANCH (Coldwater Willowbrook)	375 N. Willowbrook Road	Coldwater	Branch	MI	49036	N
ALBION OFFICE (Albion)	1301 North Eaton Avenue	Albion	Calhoun	MI	49224	Y

Branch Locations to be Acquired
Full Service - Brick and Mortar

FDIC Name (OCC Name)	Address	City	County	State	Zip Code	LMI Census Tract (Y/N)
URBANDALE BRANCH (Battle Creek Bedford Rd)	1 North Bedford Road	Battle Creek	Calhoun	MI	49037	Y
PENNFIELD BRANCH (Battle Creek Capital Ave)	1295 Capital Avenue, Northeast	Battle Creek	Calhoun	MI	49017	N
BATTLE CREEK RIVERSIDE BRANCH (Battle Creek Columbia)	290 East Columbia Ave	Battle Creek	Calhoun	MI	49015	N
MARSHALL BANK BRANCH (Marshall N Park Ave)	107 N Park Street	Marshall	Calhoun	MI	49068	N
MARSHALL MAIN BRANCH (Marshall West Drive South)	115 West Drive South	Marshall	Calhoun	MI	49068	N
DOWAGIAC OFFICE BRANCH (Dowagiac)	114 Commercial St	Dowagiac	Cass	MI	49047	N
EDWARDSBURG BRANCH (Edwardsburg)	68955 M62	Edwardsburg	Cass	MI	49112	N
CHARLEVOIX BRANCH (Charlevoix)	1425 Bridge Street	Charlevoix	Charlevoix	MI	49720	N
CLARE MAIN OFFICE (Clare)	807 N. McEwan Street	Clare	Clare	MI	48617	N
HARRISON NORTH BRANCH (Harrison)	3245 N Clare Ave	Harrison	Clare	MI	48625	Y
GRAYLING MAIN (Grayling)	2500 I-75 Business Loop	Grayling	Crawford	MI	49738	N
PETOSKEY NORTH BRANCH (Petoskey Bay Street)	406 Bay Street	Petoskey	Emmet	MI	49770	N
PETOSKEY SOUTH (Petoskey Spring Street)	919 Spring Street	Petoskey	Emmet	MI	49770	N
DAVISON (Davison)	727 South State Road	Davison	Genesee	MI	48423	N
NORTH GENESEE ROAD (Flint N Genesee Road)	3213 Genesee Road	Flint	Genesee	MI	48506	N
BRISTOL AT LINDEN BRANCH (Flint Linden)	3501 South Linden Road	Flint	Genesee	MI	48507	N
FENTON ROAD (Flint Fenton Road)	6120 Fenton Road	Flint	Genesee	MI	48507	N
FLUSHING (Flushing)	220 East Main Street	Flushing	Genesee	MI	48433	N
BEAVERTON BRANCH (Beaverton)	190 South Ross Street	Beaverton	Gladwin	MI	48612	N
GLADWIN BRANCH (Gladwin)	1016 E. Cedar Avenue	Gladwin	Gladwin	MI	48624	Y
KINGSLEY BRANCH (Kingsley)	111 North Brownson Avenue	Kingsley	Grand Traverse	MI	49649	N
TRAVERSE CITY DOWNTOWN (Traverse City S Union)	203 S. Union Street, Suite A	Traverse City	Grand Traverse	MI	49684	N
CHUM'S CORNERS (Traverse City US 31)	4205 Us 31 South	Traverse City	Grand Traverse	MI	49684	N
TRAVERSE CITY 14 ST (Traverse City Fourteenth Street)	613 W. 14th Street	Traverse City	Grand Traverse	MI	49684	Y
GARFIELD AVE TRAVERSE CITY (Traverse City Garfield)	625 South Garfield Avenue	Traverse City	Grand Traverse	MI	49685	N
ST. LOUIS BRANCH (St. Louis)	111 West Saginaw Street	St. Louis	Gratiot	MI	48880	N
WEST CARLETON BRANCH (Hillsdale)	1 West Carleton	Hillsdale	Hillsdale	MI	49242	Y
BAD AXE (Bad Axe)	833 North Van Dyke	Bad Axe	Huron	MI	48413	Y
HARBOR BEACH (Harbor Beach)	106 South Huron	Harbor Beach	Huron	MI	48441	N
SEBEWAING (Sebewaing)	668 Unionville Road	Sebewaing	Huron	MI	48759	N

Branch Locations to be Acquired
Full Service - Brick and Mortar

FDIC Name (OCC Name)	Address	City	County	State	Zip Code	LMI Census Tract (Y/N)
HALE BRANCH (Hale)	114 N Washington St	Hale	Iosco	MI	48739	N
OSCODA BRANCH (Oscoda)	4452 East County Road	Oscoda	Iosco	MI	48750	N
TAWAS BRANCH (Tawas)	17 East M-55	Tawas City	Iosco	MI	48763	N
MISSION STREET BRANCH (Mt Pleasant)	1908 South Mission Street	Mount Pleasant	Isabella	MI	48858	Y
155 WEST MICHIGAN AVE, KALAMAZOO BRANCH (Kalamazoo West Michigan)	155 West Michigan Avenue, Suite 101	Kalamazoo	Kalamazoo	MI	49007	Y
KALAMAZOO MIDTOWN BRANCH (Kalamazoo Parkview)	1910 Parkview Ave	Kalamazoo	Kalamazoo	MI	49008	N
WEST KAL BRANCH (Kalamazoo W Main)	6080 W Main Street	Kalamazoo	Kalamazoo	MI	49009	N
PORTAGE BRANCH (Portage)	8025 Creekside Drive	Portage	Kalamazoo	MI	49024	N
KALKASKA OFFICE (Kalkaska)	112 South Cedar	Kalkaska	Kalkaska	MI	49646	N
BELMONT BRANCH (Belmont)	60011A West River Drive, N.E.	Belmont	Kent	MI	49306	N
BYRON CENTER (Byron Center)	2445 84th Street, S.W.	Byron Center	Kent	MI	49315	N
CALEDONIA BRANCH (Caledonia)	627 East Main Street	Caledonia	Kent	MI	49316	N
GRAND RAPIDS OFFICE (Grand Rapids Downtown)	150 Ottawa Avenue Nw	Grand Rapids	Kent	MI	49503	N
WALKER BRANCH (Grand Rapids 3 Mile)	2185 3 Mile Rd Nw	Grand Rapids	Kent	MI	49544	Y
EAST PARIS OFFICE BRANCH (Grand Rapids Park East)	4024 Park East Court SE, Suite A	Grand Rapids	Kent	MI	49546	N
KENTWOOD BRANCH (Kentwood)	6225 Kalamazoo Ave Se	Grand Rapids	Kent	MI	49508	N
CASCADE ROAD BRANCH (Grand Rapids 28th Street)	6275 28th Street, S.E.	Grand Rapids	Kent	MI	49546	N
Cutlerville Branch (Cutlerville)	6455 South Division Avenue	Grand Rapids	Kent	MI	49548	Y
BRIDGE STREET BRANCH (Grand Rapids Bridge Street)	910 Bridge Street Northwest	Grand Rapids	Kent	MI	49504	Y
GRANDVILLE BRANCH (Grandville)	4495 Wilson Ave Sw	Grandville	Kent	MI	49418	N
IMLAY CITY (Imlay City)	715 S Cedar Street	Imlay City	Lapeer	MI	48444	Y
LAPEER (Lapeer)	567 E Genesee St	Lapeer	Lapeer	MI	48446	Y
SUTTONS BAY SOUTH BRANCH (Suttons Bay West Fourth Street)	105 West Fourth Street	Suttons Bay	Leelanau	MI	49682	N
TRAVERSE CITY WEST BAY (Traverse City West Bay)	13936 South West Bay Shore Drive	Traverse City	Leelanau	MI	49684	N
BRIGHTON BRANCH (Brighton Branch)	8610 West Grand River Avenue	Brighton	Livingston	MI	48116	Y
HARTLAND BRANCH (Hartland)	10065 Highland Road	Howell	Livingston	MI	48843	N
HOWELL BRANCH (Howell Branch)	3857 E. Grand River Avenue	Howell	Livingston	MI	48843	N
EASTPOINTE BRANCH (Eastpointe)	17011 Nine Mile Road	Eastpointe	Macomb	MI	48021	Y
FRASER #3053 (Fraser Branch)	15820 15 Mile Road	Fraser	Macomb	MI	48026	N
MACOMB TOWNSHIP BRANCH (Macomb)	21890 23 Mile Road	Macomb	Macomb	MI	48042	N
MT CLEMENS (Mt Clemens)	100 North Main Street	Mount Clemens	Macomb	MI	48046	Y

Branch Locations to be Acquired
Full Service - Brick and Mortar

FDIC Name (OCC Name)	Address	City	County	State	Zip Code	LMI Census Tract (Y/N)
CHESTERFIELD TOWNSHIP BRANCH (Chesterfield Branch)	32900 23 Mile Road	New Baltimore	Macomb	MI	48047	N
ROSEVILLE BRANCH (Roseville Branch)	30850 Little Mack Road (outlot To Meijer Store)	Roseville	Macomb	MI	48066	Y
SHELBY TOWNSHIP BRANCH (Shelby Township)	45133 Hayes Rd	Shelby Township	Macomb	MI	48315	N
WASHINGTON BRANCH (Washington)	8010 26 Mile Road	Shelby Township	Macomb	MI	48316	N
DEQUINDRE ROAD (Dequindre Road)	40770 Dequindre Road	Sterling Heights	Macomb	MI	48310	N
STERLING HEIGHTS BRANCH (Sterling Heights Branch)	8202 Metropolitan Parkway	Sterling Heights	Macomb	MI	48312	N
WARREN BRANCH (Warren)	4104 East Ten Mile Road	Warren	Macomb	MI	48091	Y
MANISTEE FIRST STREET (Manistee)	325 1st Street	Manistee	Manistee	MI	49660	N
LUDINGTON DOWNTOWN (Ludington E Court)	101 East Court Street	Ludington	Mason	MI	49431	Y
LUDINGTON EAST BRANCH (Ludington W US 10)	3965 West Us 10	Ludington	Mason	MI	49431	N
SOUTHLAND BRANCH (Big Rapids Perry)	104 Perry Street	Big Rapids	Mecosta	MI	49307	N
BIG RAPIDS MAIN (Big Rapids N. Michigan)	125 North Michigan Avenue	Big Rapids	Mecosta	MI	49307	Y
COLEMAN BRANCH (Coleman)	375 East Railway Street	Coleman	Midland	MI	48618	Y
NORTHWEST BRANCH (Midland N Saginaw Road)	2106 North Saginaw Road	Midland	Midland	MI	48640	N
CIRCLE BRANCH (Midland 2901 S Jefferson)	2910 Jefferson Avenue	Midland	Midland	MI	48640	Y
MIDLAND MAIN OFFICE (Midland E Main)	333 East Main Street	Midland	Midland	MI	48640	Y
LARKIN TOWNSHIP BRANCH (Midland 6711 N Jefferson)	6711 N Jefferson Rd	Midland	Midland	MI	48642	N
SANFORD BRANCH (Sanford)	256 W Saginaw Rd	Sanford	Midland	MI	48657	N
LAKE CITY BRANCH (Lake City)	127 South Main Street	Lake City	Missaukee	MI	49651	N
MCBAIN BRANCH (McBain)	101 North Roland	Mcbain	Missaukee	MI	49657	N
CARSON CITY BRANCH (Carson City)	10795 East Carson City Road	Carson City	Montcalm	MI	48811	Y
EDMORE BRANCH (Edmore)	400 East Main Street	Edmore	Montcalm	MI	48829	Y
GREENVILLE BRANCH (Greenville)	1311 West Washington Street	Greenville	Montcalm	MI	48838	N
LAKEVIEW BRANCH (Lakeview)	9650 North Greenville Road	Lakeview	Montcalm	MI	48850	Y
STANTON MAIN (Stanton E Main Street)	110 East Main	Stanton	Montcalm	MI	48888	Y
HILLMAN BRANCH (Hillman)	118 State Street	Hillman	Montmorency	MI	49746	Y
MUSKEGON (Norton Shores)	281 Seminole Road	Muskegon	Muskegon	MI	49444	N
FREMONT BRANCH (Fremont)	211 West Main St	Fremont	Newaygo	MI	49412	N
AUBURN HILLS (Auburn Hills)	1984 N. Opdyke Road	Auburn Hills	Oakland	MI	48326	Y
BIRMINGHAM (Birmingham)	980 South Old Woodward	Birmingham	Oakland	MI	48009	N
INDEPENDENCE TOWNSHIP BRANCH (Independence Township Branch)	5750 Baypointe Boulevard	Clarkston	Oakland	MI	48346	N

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DIXIE HIGHWAY BRANCH (Dixie Highway)	6430 Dixie Highway	Clarkston	Oakland	MI	48346	N
COMMERCE TOWNSHIP BRANCH (Commerce Township)	555 Haggerty Road	Commerce Township	Oakland	MI	48390	N
FARMINGTON DOWNTOWN (Farmington)	33205 Grand River Avenue	Farmington	Oakland	MI	48336	N
TWELVE AND HALSTEAD (Farmington Hills)	37386 Twelve Mile Road	Farmington Hills	Oakland	MI	48331	N
LAKE ORION BRANCH (Lake Orion)	471 South Broadway	Lake Orion	Oakland	MI	48362	N
SOUTHFIELD BRANCH (Lathrup Village Branch)	17535 Twelve Mile Road	Lathrup Village	Oakland	MI	48076	N
MADISON HEIGHTS (Madison Heights)	1800 East Twelve Mile Road	Madison Heights	Oakland	MI	48071	Y
NOVI BRANCH #3054 (Novi Branch)	47500 Grand River	Novi	Oakland	MI	48374	N
ROCHESTER HILLS 2 BRANCH (Rochester Hills 2 Branch)	200 E. Auburn Rd	Rochester Hills	Oakland	MI	48307	N
ROCHESTER HILLS BRANCH (Rochester Hills)	70 West Tienken	Rochester Hills	Oakland	MI	48306	N
ROYAL OAK BRANCH (Royal Oak)	1811 Crooks Road	Royal Oak	Oakland	MI	48073	N
SOUTHFIELD (Southfield)	24805 West Twelve Mile Road	Southfield	Oakland	MI	48034	Y
TROY BRANCH (Troy-John R)	2138 East Big Beaver	Troy	Oakland	MI	48083	N
TROY BRANCH (Troy)	2301 West Big Beaver Road	Troy	Oakland	MI	48084	N
NORTH PONTIAC BRANCH (North Pontiac Branch)	2180 Dixie Hwy	Waterford	Oakland	MI	48328	N
WATERFORD TOWNSHIP BRANCH (Waterford Township Branch)	4352 Highland Road	Waterford	Oakland	MI	48328	Y
UNION LAKE BRANCH (Union Lake)	7698 Cooley Lake Road	Waterford	Oakland	MI	48327	Y
ROSE CITY BRANCH (Rose City)	508 S Bennett	Rose City	Ogemaw	MI	48654	N
WEST BRANCH BRANCH (West Branch)	700 West Houghton Avenue	West Branch	Ogemaw	MI	48661	N
EVART BRANCH (Ewart)	9568 Sthy 10	Ewart	Osceola	MI	49631	Y
REED CITY BRANCH (Reed City)	840 S. Chestnut Street	Reed City	Osceola	MI	49677	N
GAYLORD SOUTH (Gaylord S Otsego)	2091 South Otsego Ave.	Gaylord	Otsego	MI	49735	N
GAYLORD MAIN (Gaylord W Main)	521 West Main Street	Gaylord	Otsego	MI	49735	N
ALLENDALE BRANCH (Allendale)	5980 Lake Michigan Drive	Allendale	Ottawa	MI	49401	N
GRAND HAVEN (Grand Haven)	333 Washington Avenue	Grand Haven	Ottawa	MI	49417	N
RILEY STREET OFFICE BRANCH (Holland S Riley St)	12368 Riley Street	Holland	Ottawa	MI	49424	N
HOLLAND BANK BRANCH (Holland Central Ave)	150 Central Avenue	Holland	Ottawa	MI	49423	N
HOLLAND BRANCH (Holland N River Rd)	177 North River Avenue	Holland	Ottawa	MI	49423	N
HUDSONVILLE BRANCH (Hudsonville)	4595-32nd Avenue	Hudsonville	Ottawa	MI	49426	N

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JAMESTOWN BRANCH (Jamestown)	3208 24th Avenue, S.W.	Jamestown	Ottawa	MI	49427	N
JENISON BRANCH (Jenison)	1963 Baldwin Street	Jenison	Ottawa	MI	49428	N
ZEELAND NORTH (Zeeland)	9581 Riley	Zeeland	Ottawa	MI	49464	N
ROGERS CITY BRANCH (Rogers City)	111 West Michigan Avenue	Rogers City	Presque Isle	MI	49779	N
HOUGHTON LAKE EAST (Houghton Lake 2263 W Houghton Lake Dr)	2263 West Houghton Lake Drive	Houghton Lake	Roscommon	MI	48629	N
HOUGHTON LAKE HEIGHTS BRANCH (Houghton Lake 7409 W Houghton Lake Dr)	7409 West Houghton Lake Drive	Houghton Lake	Roscommon	MI	48629	Y
ROSCOMMON BRANCH (Roscommon)	505 North Fifth Street	Roscommon	Roscommon	MI	48653	N
FREELAND BRANCH (Freeland)	230 North Main Street	Freeland	Saginaw	MI	48623	N
SAGINAW OLD TOWN (Saginaw South Michigan)	100 S. Michigan Ave	Saginaw	Saginaw	MI	48603	Y
Saginaw Midland Rd Branch (Saginaw Midland Road)	2300 Midland Rd	Saginaw	Saginaw	MI	48603	N
SAGINAW-GRATIOT BRANCH (Saginaw Gratiot Road)	5420 Gratiot	Saginaw	Saginaw	MI	48603	N
FASHION SQUARE BRANCH (Saginaw Bay Road)	4955 Bay Road	Saginaw	Saginaw	MI	48604	N
LEXINGTON (Lexington)	5536 Main Street	Lexington	Sanilac	MI	48450	N
MARLETTE BRANCH (Marlette)	2592 South Van Dyke Road	Marlette	Sanilac	MI	48453	N
SANDUSKY (Sandusky)	629 West Sanilac Road	Sandusky	Sanilac	MI	48471	N
CORUNNA OFFICE BRANCH (Corunna)	310 N Shiawassee Street	Corunna	Shiawassee	MI	48817	Y
MORRICE BRANCH (Morrice)	318 Main Street	Morrice	Shiawassee	MI	48857	N
OWOSSO MAIN BRANCH (Owosso 100 East Main)	100 East Main Street	Owosso	Shiawassee	MI	48867	Y
OWOSSO EAST BRANCH (Owosso 1345 E Main)	1345 East Main Street	Owosso	Shiawassee	MI	48867	N
ALGONAC (Algonac)	301 Summer Street	Algonac	St. Clair	MI	48001	Y
FORT GRATIOT (Fort Gratiot)	4778 24th Avenue	Fort Gratiot	St. Clair	MI	48059	N
MARINE CITY (Marine City)	210 South Parker Street	Marine City	St. Clair	MI	48039	Y
MARYSVILLE (Marysville)	2015 Gratiot Avenue	Marysville	St. Clair	MI	48040	Y
HANCOCK (Port Huron Hancock)	1527 Hancock Street	Port Huron	St. Clair	MI	48060	Y
WESTSIDE (Port Huron Lapeer Road)	3136 Lapeer Road	Port Huron	St. Clair	MI	48060	Y
WATER STREET (Port Huron Water Street)	525 Water Street	Port Huron	St. Clair	MI	48060	Y
ST. CLAIR (St. Clair)	270 Clinton Avenue	St. Clair	St. Clair	MI	48079	Y
CARO MAIN BRANCH (Caro N State)	240 North State Street	Caro	Tuscola	MI	48723	N
CASS CITY BRANCH (Cass City)	6363 Main Street	Cass City	Tuscola	MI	48726	N
HARTFORD BRANCH (Hartford)	18 North Center Street	Hartford	Van Buren	MI	49057	N
PAW PAW BRANCH (Paw Paw)	212 South Kalamazoo Street	Paw Paw	Van Buren	MI	49079	N

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SOUTH HAVEN-DOWNTOWN BRANCH (South Haven Phoenix)	433 Phoenix Street	South Haven	Van Buren	MI	49090	N
SOUTH HAVEN-SUBURBAN BRANCH (South Haven M-43)	73881 M-43	South Haven	Van Buren	MI	49090	N
WESTSIDE BRANCH (Westside)	1900 Pauline Boulevard	Ann Arbor	Washtenaw	MI	48103	Y
NORTHSIDE BRANCH (Northside)	2701 Plymouth Road	Ann Arbor	Washtenaw	MI	48105	N
ANN ARBOR (Ann Arbor)	2950 State Street South	Ann Arbor	Washtenaw	MI	48104	N
CHELSEA BRANCH (Chelsea)	1135 South Main Street	Chelsea	Washtenaw	MI	48118	N
DEXTER BRANCH (Dexter)	8081 Main Street	Dexter	Washtenaw	MI	48130	N
SALINE BRANCH (Saline Branch)	1301 East Michigan Avenue	Saline	Washtenaw	MI	48176	N
YPSILANTI BRANCH (Ypsilanti)	2170 Packard Road	Ypsilanti	Washtenaw	MI	48197	Y
CARPENTER BRANCH (Carpenter Branch)	3839 Carpenter Road	Ypsilanti	Washtenaw	MI	48197	N
ALLEN PARK BRANCH (Allen Park Branch)	3350 Fairlane Drive	Allen Park	Wayne	MI	48101	N
BELLEVILLE ROAD BRANCH (Belleville Road Branch)	9645 Belleville Road	Belleville	Wayne	MI	48111	N
CANTON BRANCH (Canton Branch)	45375 Ford Road	Canton	Wayne	MI	48188	N
DEARBORN HEIGHTS BRANCH (Dearborn Heights Branch)	25488 Michigan Avenue	Dearborn Heights	Wayne	MI	48125	Y
Detroit Branch (Detroit)	333 West Fort Street, Suite 100	Detroit	Wayne	MI	48226	N
Grandmont Rosedale Banking Center ⁴	19600 Grand River	Detroit	Wayne	MI	48223	N
GROSSE POINTE FARMS (Grosse Pointe Farms)	99 Kercheval	Grosse Pointe Farms	Wayne	MI	48236	N
GROSSE POINTE (Grosse Pointe Woods)	20276 Mack Avenue	Grosse Pointe Woods	Wayne	MI	48236	N
HAMTRAMCK (Hamtramck)	9252 Jos. Campau Avenue	Hamtramck	Wayne	MI	48212	Y
MIDDLEBELT ROAD BRANCH (Middlebelt Road Branch)	13401 Middlebelt Road	Livonia	Wayne	MI	48150	N
LIVONIA (Livonia)	17900 Haggerty Road	Livonia	Wayne	MI	48152	N
LIVONIA BRANCH #3049 (Livonia Branch)	33200 Plymouth Road	Livonia	Wayne	MI	48150	N
SOUTHGATE BRANCH (Southgate Branch)	16350 Fort Street	Southgate	Wayne	MI	48195	N
TAYLOR BRANCH (Taylor Branch)	22226 Ecorse Road	Taylor	Wayne	MI	48180	N
WESTLAND BRANCH (Westland Branch)	37151 Warren Road	Westland	Wayne	MI	48185	N
CADILLAC NE (Cadillac 1408 Mitchell)	1408 North Mitchell Street	Cadillac	Wexford	MI	49601	N
CHEMICAL BANK CADILLAC OFFICE (Cadillac 302 Mitchell)	302 S. Mitchell Street	Cadillac	Wexford	MI	49601	N
ANOKA BRANCH (Anoka)	405 East Main Street	Anoka	Anoka	MN	55303	Y
BLAINE BRANCH (TCF National Bank Blaine Branch)	1550 - 109th Avenue Ne	Blaine	Anoka	MN	55449	N

⁴ This an approved but unopened branch.

Branch Locations to be Acquired
Full Service - Brick and Mortar

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NORTHTOWN BRANCH (Northtown)	331 Highway 10 N.E.	Blaine	Anoka	MN	55434	Y
COON RAPIDS BRANCH (TCF Coon Rapids)	3345 124th Avenue North	Coon Rapids	Anoka	MN	55433	N
FRIDLEY BRANCH (Fridley)	5205 Central Avenue N.E.	Fridley	Anoka	MN	55421	N
MANKATO BRANCH (Mankato)	325 S Broad St	Mankato	Blue Earth	MN	56001	Y
CHANHASSEN BRANCH (Chanhasen Branch)	900 West 78th Street	Chanhasen	Carver	MN	55317	N
APPLE VALLEY BRANCH (Apple Valley)	7530 142nd St W	Apple Valley	Dakota	MN	55124	N
BURNSVILLE BRANCH ⁵	1400 County Road 42 W	Burnsville	Dakota	MN	55337	Y
EAGAN PROMENADE BRANCH (Eagan Promenade)	3380 Denmark Avenue	Eagan	Dakota	MN	55121	N
LAKEVILLE BRANCH (TCF Lakeville)	17269 Kenyon Avenue	Lakeville	Dakota	MN	55044	N
SOUTHVIEW SQUARE BRANCH (TCF Southview)	1503 South Robert Street	West St. Paul	Dakota	MN	55118	Y
SOUTHTOWN BRANCH (Southtown)	7800 Penn Avenue South	Bloomington	Hennepin	MN	55431	N
BROOKDALE BRANCH (Brookdale)	2950 Country Road 10	Brooklyn Center	Hennepin	MN	55430	Y
BROOKLYN PARK BRANCH (Brooklyn Park Branch)	8057 Brooklyn Blvd	Brooklyn Park	Hennepin	MN	55445	Y
TCF NATIONAL CRYSTAL BRANCH (TCF National Crystal)	6830 Bass Lake Road	Crystal	Hennepin	MN	55428	N
EDEN PRAIRIE BRANCH (Eden Prairie)	606 Prairie Center Drive	Eden Prairie	Hennepin	MN	55344	N
EXCELSIOR BRANCH (Excelsior)	435 Water Street	Excelsior	Hennepin	MN	55331	N
MAPLE GROVE BRANCH (Maple Grove)	16450 County Road 30	Maple Grove	Hennepin	MN	55311	N
DINKYTOWN BRANCH ⁶	1400 5th Street Se	Minneapolis	Hennepin	MN	55414	N
UPTOWN BRANCH (Uptown)	1444 West Lake Street	Minneapolis	Hennepin	MN	55408	N
NORTHEAST MINNEAPOLIS BRANCH (TCF National Bank Minnesota)	1602 New Brighton Boulevard	Minneapolis	Hennepin	MN	55413	Y
U OF M COFFMAN (University of Minnesota Ucard Office)	300 Washington Ave Se	Minneapolis	Hennepin	MN	55455	Y
MINNEHAHA BRANCH (Minnehaha Mall)	3118 East Lake Street	Minneapolis	Hennepin	MN	55406	Y
50TH & DREW BRANCH (50th & Drew Branch)	3709 West 50th Street	Minneapolis	Hennepin	MN	55410	N
IDS BRANCH #9093 (TCF Ids)	80 South Eighth Street	Minneapolis	Hennepin	MN	55402	N
CRESCENT RIDGE BRANCH (11100 Wayzata)	11100 Wayzata Blvd	Minnetonka	Hennepin	MN	55305	N
RIDGEDALE BRANCH (Ridgedale)	1801 Plymouth Road	Minnetonka	Hennepin	MN	55305	N
TCF CORPORATE OPS CENTER BRANCH (Plymouth Corporate Center)	1405 Xenium Lane	Plymouth	Hennepin	MN	55441	Y

⁵ This location does not have an OCC branch name.

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Full Service - Brick and Mortar

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PLYMOUTH BRANCH (Plymouth Branch)	15525 34th Avenue North	Plymouth	Hennepin	MN	55447	Y
RICHFIELD BRANCH (TCF Richfield Branch)	6501 Richfield Parkway	Richfield	Hennepin	MN	55423	Y
ROBBINSDALE BRANCH (Robbinsdale Branch)	4222 W Broadway Ave	Robbinsdale	Hennepin	MN	55422	Y
APACHE BRANCH (Apache)	3899 Silver Lake Road Ne	Saint Anthony	Hennepin	MN	55421	Y
KNOLLWOOD BRANCH (Knollwood)	8951 West 36th Street	St. Louis Park	Hennepin	MN	55426	N
WAYZATA BRANCH (Wayzata Branch)	1101 Wayzata Boulevard	Wayzata	Hennepin	MN	55391	N
MAPLEWOOD BRANCH (Maplewood)	2989 White Bear Avenue	Maplewood	Ramsey	MN	55109	Y
ROSEVILLE BRANCH (TCF National - Roseville Branch)	1445 County Road B West	Roseville	Ramsey	MN	55113	N
SCENIC HILLS BRANCH (Scenic Hills)	1988 Suburban Avenue	Saint Paul	Ramsey	MN	55119	Y
HIGHLAND BRANCH (TCF National Bank - Highland)	2163 Ford Parkway	Saint Paul	Ramsey	MN	55116	N
LEXINGTON PARK BRANCH (TCF National Bank - Lexington Park)	459 Lexington Parkway North	Saint Paul	Ramsey	MN	55104	Y
SHOREVIEW BRANCH (Shoreview Branch)	3836 Lexington Avenue North	Shoreview	Ramsey	MN	55126	N
WHITE BEAR LAKE BRANCH (White Bear Lake)	2226 Fifth Street	White Bear Lake	Ramsey	MN	55110	N
ELK RIVER BRANCH (TCF Bank Elk River)	19270 Freeport Street, N.W.	Elk River	Sherburne	MN	55330	N
UNIVERSITY OF DULUTH BRANCH (TCF National Bank Umd)	1208 Kirby Drive	Duluth	St. Louis	MN	55812	N
ST. CLOUD WEST BRANCH (St. Cloud - West)	200 25th Ave S	Saint Cloud	Stearns	MN	56301	N
COTTAGE GROVE BRANCH (Cottage Grove Branch)	7155 East Point Douglas Road	Cottage Grove	Washington	MN	55016	N
FOREST LAKE BRANCH (Forest Lake)	1186 West Broadway	Forest Lake	Washington	MN	55025	Y
OAK PARK HEIGHTS BRANCH (TCF Oak Park Heights)	5850 Neal Avenue	Oak Park Heights	Washington	MN	55082	N
WOODBURY BRANCH (Woodbury)	7377 Currell Boulevard	Woodbury	Washington	MN	55125	N
Cleveland Branch (Cleveland)	10001 Chester Avenue	Cleveland	Cuyahoga	OH	44106	Y
SOLON, OHIO BRANCH (Solon)	34050 Solon Road	Solon	Cuyahoga	OH	44139	N
NORTH ABBE (Elyria Antioch)	111 Antioch Drive	Elyria	Lorain	OH	44035	N
ELYRIA (Elyria Middle Ave)	200 Middle Ave	Elyria	Lorain	OH	44035	Y
ELYRIA MIDWAY (Elyria Midway Mall)	361 Midway Mall Blvd	Elyria	Lorain	OH	44035	Y
GRAFTON (Grafton)	351 N. Main Street	Grafton	Lorain	OH	44044	N
NORTH RIDGEVILLE (North Ridgeville)	35423 Center Ridge Road	North Ridgeville	Lorain	OH	44039	N
BOARDMAN (Boardman)	724 Boardman-Poland Road	Boardman	Mahoning	OH	44512	N
SEVILLE (Canfield)	3801 Boardman Canfield Road	Canfield	Mahoning	OH	44406	N
POLAND (Poland)	2 South Main Street	Poland	Mahoning	OH	44514	N

Branch Locations to be Acquired
Full Service - Brick and Mortar

FDIC Name (OCC Name)	Address	City	County	State	Zip Code	LMI Census Tract (Y/N)
AUSTINTOWN (Austintown)	101 S. Canfield Niles Rd	Youngstown	Mahoning	OH	44515	N
CORNERSBURG (Youngstown South Meridian)	3516 Meridan Rd	Youngstown	Mahoning	OH	44511	N
Youngstown Market Street Branch (Youngstown - Newport)	3939 Market Street	Youngstown	Mahoning	OH	44512	Y
CENTRAL SQUARE (Youngstown)	44 E. Federal Plaza	Youngstown	Mahoning	OH	44503	Y
LIBERTY (Youngstown Belmont Ave)	4682 Belmont Ave.	Youngstown	Mahoning	OH	44505	N
RAVENNA (Ravenna)	999 East Main Street	Ravenna	Portage	OH	44266	N
CORTLAND (Cortland)	325 South High Street	Cortland	Trumbull	OH	44410	N
NILES (Niles Youngstown Warren Road)	6002 Youngstown Warren Road	Niles	Trumbull	OH	44446	N
WARREN OH DOWNTOWN (Warren 185 East Market)	185 East Market Street	Warren	Trumbull	OH	44481	Y
ELM ROAD OH (Warren Elm Road)	2001 Elm Rd Ne	Warren	Trumbull	OH	44483	Y
CHAMPION (Warren Mahoning Ave)	4460 Mahoning Ave NW	Warren	Trumbull	OH	44483	N
HOWLAND (Warren 8226 East Market)	8226 E Market St	Warren	Trumbull	OH	44484	N
MN SIOUX FALLS BRANCH (Sioux Falls)	2508 South Louise Avenue	Sioux Falls	Minnehaha	SD	57106	Y
UPTOWN BRASS BRANCH (Uptown Bass)	1815 63rd Street	Kenosha	Kenosha	WI	53143	Y
KENOSHA NORTH BRANCH #1007 (Kenosha North)	2020 22nd Avenue	Kenosha	Kenosha	WI	53140	Y
KENOSHA WEST BRANCH #1051 (Kenosha West)	7111 74th Place	Kenosha	Kenosha	WI	53142	N
KENOSHA SOUTH BRANCH #1015 (Kenosha South)	8018 22nd Avenue	Kenosha	Kenosha	WI	53143	Y
GLENDALÉ BRANCH #1009 (Glendale)	2100 W. Good Hope Road	Glendale	Milwaukee	WI	53209	N
GREENFIELD BRANCH #1008 (Greenfield)	4375 S. 76th Street	Greenfield	Milwaukee	WI	53220	N
PABST OFFICE BRANCH ⁷	1036 West Juneau Avenue	Milwaukee	Milwaukee	WI	53233	Y
HOLT PLAZA BRANCH (Holt Plaza Branch)	110 West Holt Avenue	Milwaukee	Milwaukee	WI	53207	N
WAUWATOSA BRANCH #1002 (Wauwatosa)	307 North 76th Street	Milwaukee	Milwaukee	WI	53213	N
76TH AND APPLETON BRANCH #1001 (76th and Appleton Branch)	4110 76th Street	Milwaukee	Milwaukee	WI	53222	N
NORTHRIDGE BRANCH #1005 (North 76-Milwaukee)	7932 North 76 Street	Milwaukee	Milwaukee	WI	53223	Y
OAK CREEK BRANCH (Oak Creek Branch)	8995 South Howell Avenue	Oak Creek	Milwaukee	WI	53154	N
SHOREWOOD BRANCH #1014 (Shorewood)	4201 N. Oakland Avenue	Shorewood	Milwaukee	WI	53211	N
WEST MILWAUKEE #1019 BRANCH (West Milwaukee Branch)	1441 Miller Parkway	Milwaukee	Milwaukee	WI	53214	Y
RACINE NORTH BRANCH #1034 (Racine North)	3935 Douglas Ave	Racine	Racine	WI	53402	N

⁷ This location does not have an OCC branch name.

Branch Locations to be Acquired
Full Service - Brick and Mortar

FDIC Name (OCC Name)	Address	City	County	State	Zip Code	LMI Census Tract (Y/N)
MOUNT PLEASANT BRANCH #1033 (Mt. Pleasant)	6115 Washington Avenue	Racine	Racine	WI	53406	Y
ELM GROVE BRANCH #1018 (Elm Grove)	12850 W. Bluemound Road	Elm Grove	Waukesha	WI	53122	N

Branch Locations to be Acquired Full Service - Retail						
FDIC Name (OCC Name)	Address	City	County	State	Zip Code	LMI Census Tract (Y/N)
ARLINGTON HEIGHTS JEWEL BRANCH #2285 (Golf/Arlington Heights Road Branch)	1860 South Arlington Heights Road	Arlington Heights	Cook	IL	60005	N
RAND/ARLINGTON JEWEL BRANCH #2261 (Rand/Arlington Heights Rd.)	440 East Rand Road	Arlington Hts.	Cook	IL	60004	N
79TH ST/CICERO JEWEL BRANCH #2208 (79th Street/Cicero)	7910 South Cicero Avenue	Burbank	Cook	IL	60459	N
CLARK DIVISION JEWEL BRANCH (Clark/Division Jewel)	102 W Division	Chicago	Cook	IL	60610	N
JEWEL - S. MARSHFIELD BRANCH (117th & South Marshfield Branch)	11730 S Marshfield Avenue	Chicago	Cook	IL	60643	N
ROOSEVELT/ASHLAND JEWEL BRANCH (Roosevelt/Ashland)	1220 S. Ashland Avenue	Chicago	Cook	IL	60608	Y
ROOSEVELT/WABASH JEWEL BRANCH (Roosevelt/Wabash)	1224 S. Wabash	Chicago	Cook	IL	60605	N
PAULINA/MILWAUKEE JEWEL BRANCH #2219 (Paulina/Division)	1341 North Paulina Street	Chicago	Cook	IL	60622	N
95TH/STONY ISLAND JEWEL BRANCH #2288 (95th and Stony)	1655 East 95th Street	Chicago	Cook	IL	60617	Y
BRICKYARD JEWEL #2281 (Brickyard Branch)	2520 North Narragansett	Chicago	Cook	IL	60639	N
NORTH BROADWAY JEWEL BRANCH #2284 (North Broadway/Chicago Branch)	3531 North Broadway	Chicago	Cook	IL	60657	N
ELSTON/ADDISON JEWEL BRANCH #2223 (Elston/Addison)	3570 North Elston Avenue	Chicago	Cook	IL	60618	Y
FOSTER/PULASKI JEWEL BRANCH #2225 (Foster/Pulaski)	4042 West Foster Avenue	Chicago	Cook	IL	60630	N
SHERIDAN/MONTROSE JEWEL BRANCH #2231 (Sheridan/Montrose)	4355 North Sheridan Road	Chicago	Cook	IL	60613	N
IRVING PARK JEWEL BRANCH #2276 (Irving Park/Cicero Avenue Branch)	4660 West Irving Park Road	Chicago	Cook	IL	60641	N
PULASKI/53RD ST JEWEL BRANCH #2205 (Pulaski/55th Street)	5320 South Pulaski	Chicago	Cook	IL	60632	Y
BROADWAY/FOSTER JEWEL BRANCH #2235 (Broadway/Foster)	5343 North Broadway	Chicago	Cook	IL	60640	N
CLARK/BRYN MAWR JEWEL BRANCH #2237 (Clark/Bryn Mawr)	5516 North Clark Street	Chicago	Cook	IL	60640	N
IRVING/NARRAGANSETT JEWEL BR #2239 (Irving Park Rd./Narragansett)	6430 West Irving Park Road	Chicago	Cook	IL	60634	N
75TH ST/STONY ISLAND JEWEL BR #2294 (75th Street/Stony Island)	7530 S. Stony Island	Chicago	Cook	IL	60649	Y

Branch Locations to be Acquired
Full Service - Retail

FDIC Name (OCC Name)	Address	City	County	State	Zip Code	LMI Census Tract (Y/N)
87TH/DAN RYAN JEWEL BRANCH #2203 (87th/Dan Ryan)	87 West 87th Street	Chicago	Cook	IL	60620	Y
ASHLAND/95TH ST JEWEL BRANCH #2201 (Ashland/95th Street)	9400 South Ashland Avenue	Chicago	Cook	IL	60620	Y
COUNTRYSIDE JEWEL BRANCH #2212 (Brainard/55th Street)	5545 S. Brainard Avenue	Countryside	Cook	IL	60525	N
SOUTH LEE JEWEL BRANCH #2271 (Lee/Oakton)	1500 Lee Street	Des Plaines	Cook	IL	60016	N
DES PLAINES JEWEL BRANCH #2263 (Elmhurst/Dempster)	819 South Elmhurst Road	Des Plaines	Cook	IL	60016	N
ELK GROVE VILLAGE JEWEL BRANCH #2265 (Biesterfield/Arlington Heights Road)	20 West Biesterfield Road	Elk Grove Village	Cook	IL	60007	N
HOWARD/MCCORMICK JEWEL BRANCH #2241 (Howard/Mccormick)	2485 Howard Street	Evanston	Cook	IL	60202	N
FRANKLIN PARK JEWEL BRANCH #2209 (Grand/Mannheim)	10203 West Grand Avenue	Franklin Park	Cook	IL	60131	N
GLENVIEW JEWEL BRANCH #2279 (Waukegan/Willow Branch)	2502 Waukegan Road	Glenview	Cook	IL	60025	N
PFINGSTEN ROAD JEWEL BRANCH #2313 (Pfingsten Branch)	2775 Pfingsten Road	Glenview	Cook	IL	60025	N
HICKORY HILLS JEWEL BRANCH #2297 (95th & Roberts)	9528 Roberts Road	Hickory Hills	Cook	IL	60457	Y
HOFFMAN ESTATES JEWEL BRANCH #2273 (Palatine/Barrington Rd.)	1485 Palatine Road	Hoffman Estates	Cook	IL	60195	N
HOMEWOOD JEWEL BRANCH #2307 (Homewood)	3153 W. 183rd Street	Homewood	Cook	IL	60430	N
STATE STREET JEWEL BRANCH #2224 (State/127th Street)	1202 State Street	Lemont	Cook	IL	60439	N
MELROSE PARK JEWEL BRANCH #2213 (North/Ninth Avenue)	800 West North Avenue	Melrose Park	Cook	IL	60160	N
MOUNT PROSPECT JEWEL BRANCH #2259 (Euclid/Route 83)	333 East Euclid Avenue	Mount Prospect	Cook	IL	60056	N
WEST TOUHY JEWEL BRANCH #2245 (Touhy/Central)	5667 West Touhy Avenue	Niles	Cook	IL	60714	N
OAK FOREST JEWEL BRANCH #2202 (159th Street/Central)	5616 West 159th Street	Oak Forest	Cook	IL	60452	N
RIDGELAND/87TH ST JEWEL BRANCH #2206 (Ridgeland/87th Street)	8801 South Ridgeland Avenue	Oak Lawn	Cook	IL	60453	Y
S. PULASKI/OAK LAWN JEWEL BRANCH (Oak Lawn)	9424 S. Pulaski	Oak Lawn	Cook	IL	60453	N

Branch Locations to be Acquired
Full Service - Retail

FDIC Name (OCC Name)	Address	City	County	State	Zip Code	LMI Census Tract (Y/N)
PALOS PARK JEWEL BRANCH #2316 (Palos Park Branch)	9652 West 131st Street	Palos Park	Cook	IL	60464	N
PARK RIDGE JEWEL BRANCH (Park Ridge)	481 Busse Highway	Park Ridge	Cook	IL	60068	N
RIVER FOREST JEWEL BRANCH #2215 (Lake/Lathrop)	7525 West Lake Street	River Forest	Cook	IL	60305	N
SCHAUMBURG/BARRINGTON JEWEL BR #2274 (Schaumburg/Barrington)	2501 Schaumburg Road	Schaumburg	Cook	IL	60194	N
SKOKIE JEWEL BRANCH #2310 (Skokie Branch)	9449 Skokie Boulevard	Skokie	Cook	IL	60077	N
STICKNEY JEWEL BRANCH #2207 (40th Street/Harlem)	7122 West 40th Street	Stickney	Cook	IL	60402	Y
STREAMWOOD JEWEL BRANCH #2272 (Irving Park Rd./Bartlett Rd.)	217 East Irving Park	Streamwood	Cook	IL	60107	Y
WESTCHESTER JEWEL BRANCH #2323 (Westchester)	2128 S. Mannheim	Westchester	Cook	IL	60154	N
DEKALB JEWEL BRANCH #2340 (Dekalb)	1320 Sycamore	Dekalb	Dekalb	IL	60115	Y
STEARNS/BARTLETT RD JEWEL BR #2262 (Stearns/Bartlett Rd.)	125 East Stearns Road	Bartlett	Dupage	IL	60103	N
BENSENVILLE JEWEL BRANCH (Bensenville Jewel)	1127 South York Road	Bensenville	Dupage	IL	60106	N
DARIEN JEWEL BRANCH #2228 (Cass/75th Street)	7335 Cass Avenue	Darien	Dupage	IL	60561	N
DOWNERS GROVE JEWEL BRANCH (Downers Grove Jewel Branch)	1148 Ogden Ave	Downers Grove	Dupage	IL	60515	N
MAIN/63RD STREET JEWEL BRANCH #2236 (Main/63rd Street)	6215 South Main Street	Downers Grove	Dupage	IL	60516	N
YORK/BUTTERFIELD JEWEL BRANCH #2260 (York/Butterfield)	944 York Road	Elmhurst	Dupage	IL	60126	N
GLENDALE HEIGHTS JEWEL BRANCH #2256 (Bloomingtondale/Armytrail Rd.)	2164 Bloomingdale Road	Glendale Heights	Dupage	IL	60139	N
LISLE JEWEL BRANCH #2238 (Maple/Rte. 53)	1156 Maple Avenue	Lisle	Dupage	IL	60532	N
SOUTH MAIN JEWEL BRANCH #2254 (Main/Roosevelt)	1177 South Main Street	Lombard	Dupage	IL	60148	N
VILLA PARK JEWEL BRANCH #2311 (Villa Park Branch)	33 East St. Charles Road	Villa Park	Dupage	IL	60181	N
WESTMONT JEWEL BRANCH #2232 (Ogden/Cass)	4 East Ogden Avenue	Westmont	Dupage	IL	60559	N
LARKIN/MCLEAN JEWEL BRANCH #2258 (Larkin/Mclean)	1660 Larkin Avenue	Elgin	Kane	IL	60123	Y
JEWEL-HUNTLEY BRANCH (Huntley)	13200 Village Green	Huntley	Kane	IL	60142	N
BUFFALO GROVE JEWEL BRANCH #2257 (Mchenry/Lake Cood Rd.)	79 Mchenry Road	Buffalo Grove	Lake	IL	60089	N

Branch Locations to be Acquired Full Service - Retail						
FDIC Name (OCC Name)	Address	City	County	State	Zip Code	LMI Census Tract (Y/N)
HIGHLAND PARK JEWEL BRANCH #2287 (Highland Park)	1600 Deerfield Road	Highland Park	Lake	IL	60035	N
ROUND LAKE JEWEL BRANCH #2302 (Round Lake)	900 East Rollins Road	Round Lake	Lake	IL	60073	N
ALGONQUIN JEWEL BRANCH #2264 (Randall/Route 62)	103 South Randall Road	Algonquin	Mchenry	IL	60102	N
BOUGHTON/NAPERVILLE JEWEL BR #2226 (Boughton/Naperville Rd.)	1200 West Boughton Road	Bolingbrook	Will	IL	60440	N
FRANKFORT JEWEL BRANCH #2308 (Frankfort Branch)	21164 S. Lagrange Road	Frankfort	Will	IL	60423	N
95TH ST/RTE 59 JEWEL BRANCH #2278 (95th Street/Route 59 Branch)	2852 West 95th Street	Naperville	Will	IL	60564	N
JEWEL-ROMEOVILLE BRANCH (Romeoville)	20 S. Weber Road	Romeoville	Will	IL	60446	N
BLAINE NORTH CUB BRANCH (Blaine North Cub)	12595 Central Avenue Northeast	Blaine	Anoka	MN	55434	N
BLAINE EAST CUB BRANCH (TCF Blaine East Cub)	4205 Pheasant Ridge Drive, Ne	Blaine	Anoka	MN	55449	N
BLAINE CUB BRANCH (Blaine Cub)	585 Northtown Drive	Blaine	Anoka	MN	55434	Y
COON RAPIDS CUB BRANCH (Coon Rapids Cub)	12900 Riverdale Drive North West	Coon Rapids	Anoka	MN	55448	N
MANKATO CUB BRANCH (Mankato Cub)	1800 Madison Avenue	Mankato	Blue Earth	MN	56001	N
APPLE VALLEY CUB BRANCH (Apple Valley Cub)	15350 Cedar Avenue	Apple Valley	Dakota	MN	55124	N
BURNSVILLE CUB BRANCH ⁸	300 East Travelers Trail, Suite #1	Burnsville	Dakota	MN	55337	Y
EAGAN CUB BRANCH (Eagan Cub)	1940 Cliff Lake Road	Eagan	Dakota	MN	55122	N
MN CUB FOODS - INVER GROVE HEIGHTS (Cub Foods Store - Inver Grove Heights)	7850 Cahill Avenue	Inver Grove Heights	Dakota	MN	55076	Y
WEST ST. PAUL CUB BRANCH (West St. Paul Cub)	2021 S. Robert Street	West St. Paul	Dakota	MN	55118	Y
BLOOMINGTON CUB BRANCH (Bloomington West Cub)	10520 France Avenue South	Bloomington	Hennepin	MN	55431	N
LYNDALE CUB BRANCH (TCF Lyndale Cub)	8423 Lyndale Avenue South	Bloomington	Hennepin	MN	55420	Y
BROOKLYN PARK NORTH CUB BRANCH (Brooklyn Park North Cub Branch)	9655 Colorado Ave North	Brooklyn Park	Hennepin	MN	55443	N
CRYSTAL CUB BRANCH (Cub Foods)	5301 36th Avenue North	Crystal	Hennepin	MN	55422	N
EDEN PRAIRIE CUB BRANCH (Eden Prairie Cub)	8015 Den Road	Eden Prairie	Hennepin	MN	55344	N
SOUTHDALE CUB BRANCH (Southdale Cub)	6775 York Avenue South	Edina	Hennepin	MN	55435	N
MAPLE GROVE CUB BRANCH (Maple Grove Cub)	8150 Wedgewood Lane	Maple Grove	Hennepin	MN	55369	N
LAKE STREET CUB BRANCH (Lake Street Cub)	2850 26th Avenue South	Minneapolis	Hennepin	MN	55406	Y

⁸ This location does not have an OCC branch name.

Branch Locations to be Acquired
Full Service - Retail

FDIC Name (OCC Name)	Address	City	County	State	Zip Code	LMI Census Tract (Y/N)
60TH & NICOLLET CUB BRANCH (Diamond Lake Cub)	5937 Nicollet Avenue	Minneapolis	Hennepin	MN	55419	Y
BROADWAY CUB BRANCH (Broadway Cub Branch)	705 West Broadway Avenue	Minneapolis	Hennepin	MN	55411	Y
PLYMOUTH CUB BRANCH (Plymouth Cub)	3550 Vicksburg Lane North	Plymouth	Hennepin	MN	55447	Y
ROCKFORD ROAD CUB BRANCH (TCF Rockford Road Cub)	4445 North Nathan Lane	Plymouth	Hennepin	MN	55442	N
MAPLEWOOD CUB BRANCH (Maplewood Cub)	100 West County Road B	Maplewood	Ramsey	MN	55117	Y
MAPLEWOOD EAST CUB BRANCH (Maplewood East Cub)	2390 White Bear Avenue	Maplewood	Ramsey	MN	55109	Y
PHALEN CUB BRANCH (TCF National Bank - Phalen Cub Branch)	1177 Clarence Street Suite 1	Saint Paul	Ramsey	MN	55106	Y
WHITE BEAR LAKE CUB BRANCH (White Bear Township Cub)	1059 Meadowlands Dr	White Bear Lake	Ramsey	MN	55127	N
SAVAGE CUB #9127 (Savage Cub)	14075 Highway 13	Savage	Scott	MN	55378	N
SHAKOPEE CUB BRANCH (TCF Shakopee Cub)	1198 Vierling Drive	Shakopee	Scott	MN	55379	N
COTTAGE GROVE CUB BRANCH (Cottage Grove Cub)	8690 Point Douglas Road	Cottage Grove	Washington	MN	55016	N
STILLWATER CUB BRANCH (Stillwater Cub)	1801 Market Drive	Stillwater	Washington	MN	55082	N
WOODBURY CUB BRANCH (Woodbury Cub)	8432 Tamarack Village	Woodbury	Washington	MN	55125	N
MONTICELLO CUB BRANCH (TCF Monticello Cub)	216 7th Street W	Monticello	Wright	MN	55362	N

Branch Locations to be Acquired
Limited Service – Drive-Thru/Detached Facility

FDIC Name (OCC Name)	Address	City	County	State	Zip Code	LMI Census Tract (Y/N)
COLOMA PAW PAW AVENUE BRANCH (Coloma 6540 N Paw Paw Autobank)	6540 Paw Paw Avenue	Coloma	Berrien	MI	49038	N
ST JOSEPH-MAIN STREET AUTO BRANCH (St. Joseph Main Street)	300 Main Street	Saint Joseph	Berrien	MI	49085	N
ST JOSEPH-SOUTHTOWN AUTO BANK (St. Joseph Niles Road)	2017 Niles Road	St. Joseph	Berrien	MI	49085	N
Coldwater Autobank Branch (Coldwater Grand Autobank)	24 Grand St	Coldwater	Branch	MI	49036	N
Midland Main Drive Thru Branch (Midland Larkin)	310 W Larkin St	Midland	Midland	MI	48640	Y
NORTH STATE STREET BRANCH (Stanton N State Street)	401 North State Street	Stanton	Montcalm	MI	48888	Y
Owosso South Branch (Owosso 301 S. Washington Autobank)	301 South Washington Street	Owosso	Shiawassee	MI	48867	Y
Caro Autobank Branch (Caro Burnside Autobank)	150 E Burnside St	Caro	Tuscola	MI	48723	N
Elyria Drive Thru Branch (Elyria East Broad Autobank)	860 E Broad St	Elyria	Lorain	OH	44035	Y

Public Exhibit 15

Additional Information on Branch Consolidations and Closures

Additional Information on Branch Consolidations and Closures

This Exhibit contains a chart which identifies: (a) the TCF Bank or Huntington Bank branches to be consolidated or closed, (b) the recipient branches, (c) the distances between such branches, and (d) the reasons for the consolidation or closure and the factors mitigating any adverse impact on affected customers.

Huntington Bank expects to consolidate 25 legacy TCF Bank and 58 legacy Huntington Bank licensed full-service branches and three separately licensed legacy Huntington Bank limited purpose drive-thru locations in connection with the Proposed Transaction. Details about those planned consolidations appear in chart items 1 to 86.

Huntington Bank expects to close 33 legacy TCF Bank and 78 legacy Huntington Bank full-service branches and one separately licensed legacy TCF Bank limited purpose drive-thru location in connection with the Proposed Transaction. Details about those planned closings appear in chart items 87 to 198.

(a) Index to the consolidations (chart items 1-86)

Chart Item Number	Address of a Consolidating TCF Bank Branch	Tract Type
1	9801 S Cicero Ave, Oak Lawn, IL 60453	Middle
2	980 S Old Woodward Ave, Birmingham, MI 48009	Upper
3	2445 84th St SW, Byron Center, MI 49315	Middle
4	9568 US 10, Ewart, MI 49631	Moderate
5	521 W Main St, Gaylord, MI 49735	Middle
6	6275 28th St SE, Grand Rapids, MI 49546	Upper
7	9252 Joseph Campau St, Hamtramck, MI 48212	Low
8	177 N River Ave, Holland, MI 49424	Middle
9	12368 Riley St, Holland, MI 49424	Middle
10	112 S Cedar St, Kalkaska, MI 49646	Middle

Chart Item Number	Address of a Consolidating TCF Bank Branch	Tract Type
11	919 Spring St, Petoskey, MI 49770	Upper
12	8025 Creekside Dr, Portage, MI 49024	Middle
13	840 S Chestnut St, Reed City, MI 49677	Middle
14	8010 26 Mile Rd, Shelby Township, MI 48316	Middle
15	73881 M-43, South Haven, MI 49090	Middle
16	203 S Union St, Traverse City, MI 49684	Middle
17	625 S Garfield Ave, Traverse City, MI 49686	Middle
18	2170 Packard Rd, Ypsilanti, MI 48197	Moderate
19	101 S Canfield Niles Rd, Austintown, OH 44515	Middle
20	325 S High St, Cortland, OH 44410	Upper
21	200 Middle Ave, Elyria, OH 44035	Low
22	6002 Youngstown Warren Rd, Niles, OH 44446	Middle
23	35423 Center Ridge Rd, North Ridgeville, OH 44039	Middle
24	999 E Main St, Ravenna, OH 44266	Middle
25	34050 Solon Rd, Solon, OH 44139	Upper

Chart Item Number	Address of a Consolidating Huntington Bank Branch	Tract Type
26	1519 W Dundee Rd, Arlington Heights, IL 60004	Middle
27	501 W North Ave, Melrose Park, IL 60160	Moderate
28	135 Marshall St., Allegan, MI 49010	Middle
29	3565 Fairlane Dr, Allen Park, MI 48101	Upper
30	6065 Lake Michigan Drive, Allendale, MI 49401	Middle
31	1251 M 32 W, Alpena, MI 49707	Middle
32	800 Brown Rd, Auburn Hills, MI 48326	Moderate
33	15400 Waldron Way, Big Rapids, MI 49307	Upper
34	301 South State Street, Big Rapids, MI 49307	Upper
35	1801 Marketplace Dr SE, Caledonia, MI 49316	Middle
36	44530 Ford Rd, Canton, MI 48187	Upper
37	45001 Ford Rd, Canton, MI 48187	Upper
38	201 State St, Charlevoix, MI 49720	Middle
39	16673 East 15 Mile Road, Clinton Township, MI 48035	Middle
40	620 E Chicago Rd, Coldwater, MI 49036	Middle
41	37600 West 12 Mile Road, Farmington Hills, MI 48331	Upper
42	4775 24th Ave, Fort Gratiot, MI 48059	Moderate
43	34835 Utica Rd, Fraser, MI 48026	Middle
44	2 West Main Street, Fremont, MI 49412	Middle
45	24 South Division Street, Fremont, MI 49412	Middle
46	15000 US 31, Grand Haven, MI 49417	Middle
47	40 Pearl St, Grand Rapids, MI 49503	Upper
48	3434 Century Center St SW, Grandville, MI 49418	Upper
49	606 S Greenville West Dr, Greenville, MI 48838	Middle
50	19683 Mack Ave, Grosse Pointe Woods, MI 48236	Upper
51	2160 Hartland Rd, Hartland, MI 48353	Upper

Chart Item Number	Address of a Consolidating Huntington Bank Branch	Tract Type
52	3320 Westshore Dr, Holland, MI 49424	Middle
53	3883 E Grand River Ave, Howell, MI 48843	Middle
54	9402 E Highland Rd, Howell, MI 48843	Upper
55	4075 32nd Avenue, Hudsonville, MI 49426	Upper
56	0-550 Baldwin St, Jenison, MI 49428	Middle
57	332 First Street, Manistee, MI 49660	Middle
58	71 Division Street, Manistee, MI 49660	Middle
59	205 S. Range Rd, Marysville, MI 48040	Moderate
60	20401 Haggerty Rd, Northville, MI 48167	Upper
61	2055 W Grand River Rd, Okemos, MI 48864	Upper
62	1201 Lears Road, Petoskey, MI 49770	Upper
63	3175 S Rochester Rd, Rochester Hills, MI 48307	Middle
64	30800 Little Mack, Roseville, MI 48066	Moderate
65	5150 Coolidge Hwy, Royal Oak, MI 48073	Middle
66	450 E Michigan Ave, Saline, MI 48176	Middle
67	1223 Phoenix St, South Haven, MI 49090	Middle
68	16300 Fort St, Southgate, MI 48195	Middle
69	Downtown branch, 120 N Forest St, Standish, MI 48658	Middle
70	Downtown remote branch, 120 N Forest St, Standish, MI 48658	Middle
71	35653 Dodge Park, Sterling Heights, MI 48312	Middle
72	36600 VanDyke Ave, Sterling Heights, MI 48312	Middle
73	408 W South St, Sturgis, MI 49091	Moderate
74	3955 US 31 S, Traverse City, MI 49684	Middle
75	15055 Hall Rd, Utica, MI 48315	Middle
76	39440 West 14 Mile Road, Walled Lake, MI 48390	Middle
77	2000 East 12 Mile Road, Warren, MI 48092	Moderate
78	25225 Schoenherr Rd, Warren, MI 48089	Moderate

Chart Item Number	Address of a Consolidating Huntington Bank Branch	Tract Type
79	8401 26 Mile Rd, Washington, MI 48094	Middle
80	4200 Highland Rd, Waterford, MI 48328	Low
81	4396 Highland Road, Waterford, MI 48328	Low
82	37201 Warren Rd, Westland, MI 48185	Middle
83	49900 Grand River Ave, Wixom, MI 48393	Low
84	3825 Carpenter Rd, Ypsilanti, MI 48197	Middle
85	432 Main St, Grafton, OH 44044	Upper
86	23 Federal Plaza, Youngstown, OH 44503	Low

(b) Index to the closures (chart items 87-198)

Chart Item Number	Address of a Closing TCF Bank Branch	Tract Type
87	2301 N Harlem Ave, Chicago, IL 60707	Middle
88	2538 W 47th St, Chicago, IL 60632	Low
89	301 Summer St, Algonac, MI 48001	Moderate
90	9061 First St, Baroda, MI 49101	Middle
91	314 E Midland St, Bay City, MI 48706	Moderate
92	834 Nickerson Ave, Benton Harbor, MI 49022	Moderate
93	128 Main St, Buchanan, MI 49107	Middle
94	375 E Railway St, Coleman, MI 48618	Moderate
95	3213 N Genesee Rd, Flint, MI 48506	Middle
96	3501 S Linden Rd, Flint, MI 48507	Middle
97	6120 Fenton Rd, Flint, MI 48507	Middle
98	220 E Main St, Flushing, MI 48433	Middle
99	18 N Center St, Hartford, MI 49057	Middle
100	1 W Carleton Rd, Hillsdale, MI 49242	Moderate
101	7409 W Houghton Lake Dr, Houghton Lake, MI 48629	Moderate
102	1963 Baldwin St, Jenison, MI 49428	Middle
103	9650 N Greenville Rd, Lakeview, MI 48850	Moderate
104	3965 W US Hwy 10, Ludington, MI 49431	Middle
105	2592 S Van Dyke Rd, Marlette, MI 48453	Middle
106	107 N Park Ave, Marshall, MI 49068	Middle
107	303 Arlington St, Middleville, MI 49333	Upper
108	2106 N Saginaw Rd, Midland, MI 48640	Upper
109	318 Main St, Morrice, MI 48857	Middle
110	281 Seminole Rd, Muskegon, MI 49444	Upper
111	47500 Grand River Ave, Novi, MI 48374	Upper
112	2300 Midland Rd, Saginaw, MI 48603	Middle

Chart Item Number	Address of a Closing TCF Bank Branch	Tract Type
113	5420 Gratiot Road, Saginaw, MI 48638	Middle
114	2600 S Cleveland Ave, Saint Joseph, MI 49085	Upper
115	668 Unionville Rd, Sebawaing, MI 48759	Middle
116	2138 E Big Beaver Rd, Troy, MI 48083	Middle
117	2180 Dixie Hwy, Waterford, MI 48328	Middle
118	9581 Riley St, Zeeland, MI 49464	Upper
119	724 Boardman-Poland Rd, Boardman, OH 44512	Middle
120	185 E Market St, Warren, OH 44481	Moderate

Chart Item Number	Address of a Closing Huntington Bank Branch	Tract Type
121	2805 W Cheesman Rd, Alma, MI 48801	Moderate
122	3145 Ann Arbor-Saline Rd, Ann Arbor, MI 48103	Middle
123	5645 Jackson Rd, Ann Arbor, MI 48103	Middle
124	2191 Columbia Ave. West, Battle Creek, MI 49015	Upper
125	6405 B Drive North, Battle Creek, MI 49014	Upper
126	595 N Pine Rd, Bay City, MI 48708	Upper
127	701 Washington Ave, Bay City, MI 48708	Moderate
128	9515 Birch Run Rd, Birch Run, MI 48415	Middle
129	G-2333 S. Center Rd, Burton, MI 48519	Middle
130	8605 East 34 Road, Cadillac, MI 49601	Middle
131	3700 17 Mile Rd, Cedar Springs, MI 49319	Middle
132	1167 East Clinton Trail, Charlotte, MI 48813	Middle
133	40445 S Groesbeck Hwy, Clinton Twp, MI 48036	Upper
134	2591 E. M21, Corunna, MI 48817	Middle
135	8089 Lapeer Rd, Davison, MI 48423	Upper
136	1301 8 Mile Rd, Detroit, MI 48203	Low
137	21431 Grand River Ave, Detroit, MI 48219	Moderate
138	12821 Cross Over Dr, DeWitt, MI 48820	Middle
139	2030 S River Rd, East China, MI 48054	Middle
140	1350 W Lake Lansing Rd, East Lansing, MI 48823	Upper
141	7157 E Saginaw St, East Lansing, MI 48823	Middle
142	505 N 26th Street, Escanaba, MI 49829	Moderate
143	26100 Vreeland Rd, Flat Rock, MI 48134	Upper
144	4145 24th Ave, Fort Gratiot, MI 48059	Moderate
145	250 Meijer Dr, Suite C, Gaylord, MI 49735	Middle
146	730 E Saginaw Hwy, Grand Ledge, MI 48837	Middle
147	1540 28th Street, Grand Rapids, MI 49508	Middle

Chart Item Number	Address of a Closing Huntington Bank Branch	Tract Type
148	1997 E Beltline Ave NE, Grand Rapids, MI 49525	Upper
149	2425 Alpine Ave NW, Grand Rapids, MI 49544	Moderate
150	315 Wilson Ave NW, Grand Rapids, MI 49534	Middle
151	3757 Plainfield Ave NE, Grand Rapids, MI 49526	Middle
152	5531 28th St SE, Grand Rapids, MI 49512	Upper
153	611 E Grand River Ave, Howell, MI 48843	Moderate
154	2770 S State Rd, Ionia, MI 48846	Middle
155	2777 Airport Road, Jackson, MI 49202	Moderate
156	3333 E Michigan Ave, Jackson, MI 49202	Middle
157	4300 W Main St, Kalamazoo, MI 49006	Middle
158	5125 W Saginaw Hwy, Lansing, MI 48917	Middle
159	6200 S. Pennsylvania Ave, Lansing, MI 48911	Low
160	1555 DeMille Rd, Lapeer, MI 48446	Moderate
161	36865 26 Mile Rd, Lenox, MI 48048	Moderate
162	3710 Dix Highway, Lincoln Park, MI 48146	Middle
163	13000 Middlebelt Rd, Livonia, MI 48150	Upper
164	30207 Plymouth Road, Livonia, MI 48150	Upper
165	11901 Fulton St E, Lowell, MI 49334	Upper
166	3900 W. US Highway 10, Ludington, MI 49431	Middle
167	1005 E 13 Mile Rd, Madison Heights, MI 48071	Low
168	3630 US 41 West, Marquette, MI 49855	Upper
169	550 Hull Rd, Mason, MI 48854	Middle
170	5300 Harvey St, Muskegon, MI 49444	Upper
171	700 W Norton Ave, Muskegon, MI 49441	Upper
172	51066 Washington St, New Baltimore, MI 48047	Upper
173	929 South 11th Street, Niles, MI 49120	Middle
174	1345 N M 52, Owosso, MI 48867	Middle
175	900 N Lapeer Rd, Oxford, MI 48371	Moderate

Chart Item Number	Address of a Closing Huntington Bank Branch	Tract Type
176	5121 S Westnedge Ave, Portage, MI 49002	Middle
177	8850 Shaver Rd, Portage, MI 49024	Middle
178	3610 Marketplace Circle, Rochester Hills, MI 48309	Moderate
179	2799 10 Mile Rd NE, Rockford, MI 49341	Upper
180	3360 Tittabawassee Rd, Saginaw, MI 48604	Upper
181	8400 Gratiot Rd, Saginaw, MI 48609	Middle
182	1138 W 3 Mile Rd, Sault Saint Marie, MI 49783	Middle
183	13630 21 Mile Road, Shelby Township, MI 48315	Middle
184	20000 Twelve Mile Rd, Southfield, MI 48076	Middle
185	26336 W Twelve Mile Road, Southfield, MI 48034-1768	Moderate
186	12820 Fort St, Southgate, MI 48195	Upper
187	4141 Morrish Rd, Swartz Creek, MI 48473	Middle
188	14640 Pardee Rd, Taylor, MI 48180	Middle
189	9895 Telegraph Rd, Taylor, MI 48180-3332	Middle
190	800 S. US 131, Three Rivers, MI 49093	Upper
191	29505 Mound Rd, Warren, MI 48092	Middle
192	6001 Highland Rd, White Lake, MI 48383	Middle
193	4900 M 72 E, Williamsburg, MI 49690	Upper
194	22600 Allen Rd, Woodhaven, MI 48183	Middle
195	5500 Clyde Park Ave SW, Wyoming, MI 49509	Upper
196	4349 Mahoning Ave. NW, Warren, OH 44483	Middle
197	525 Niles-Cortland Rd. SE, Warren, OH 44484	Upper
198	3960 South Ave., Youngstown, OH 44512	Middle

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
1	Legacy TCF Bank branch at: 9801 S Cicero Ave, Oak Lawn, IL 60453 (Cook County)	Legacy Huntington Bank branch at: 10240 S Cicero Ave, Oak Lawn, IL 60453 (Cook County)	0.59	The consolidation of the TCF - Oak Lawn #2106 branch located at 9801 S Cicero Ave, Oak Lawn, IL, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Oak (10240 S Cicero Ave, Oak Lawn, IL) located 0.59 miles and 1.44 minutes away. This full-service branch location offers a drive-thru for convenience.
2	Legacy TCF Bank branch at: 980 S Old Woodward Ave, Birmingham, MI 48009 (Oakland County)	Legacy Huntington Bank branch at: 1040 E Maple Rd, Birmingham, MI 48009 (Oakland County)	0.50	The consolidation of the TCF - Birmingham branch located at 980 S Old Woodward Ave, Birmingham, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Birmingham Maple (1040 E Maple Rd, Birmingham, MI) located 0.50 miles and 2.73 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the TCF - Birmingham branch, there will be 9 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
3	Legacy TCF Bank branch at: 2445 84th St SW, Byron Center, MI 49315 (Kent County)	Legacy Huntington Bank branch at: 2365 84th Street SW, Byron Center, MI 49315 (Kent County)	0.10	The consolidation of the TCF - Byron Center branch located at 2445 84th St SW, Byron Center, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. This is an oversized corporate facility that was not currently utilized as a corporate location. The nearest full-service location to this branch is Huntington - Byron Center (2365 84th Street SW, Byron Center, MI) located 0.10 miles and 0.57 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the TCF - Byron Center branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.
4	Legacy TCF Bank branch at: 9568 US 10, Ewart, MI 49631 (Osceola County)	Legacy Huntington Bank branch at: 107 N Pine St, Ewart, MI 49631 (Osceola County)	0.82	The consolidation of the TCF - Ewart branch located at 9568 US 10, Ewart, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Ewart (107 N Pine St, Ewart, MI) located 0.82 miles and 1.63 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
5	Legacy TCF Bank branch at: 521 W Main St, Gaylord, MI 49735 (Otsego County)	Legacy Huntington Bank branch at: 100 E Main St, Gaylord, MI 49735 (Otsego County)	0.36	The consolidation of the TCF - Gaylord Main branch located at 521 W Main St, Gaylord, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Gaylord Downtown (100 E Main St, Gaylord, MI) located 0.36 miles and 1.20 minutes away. This full-service branch location offers a drive-thru for convenience.
6	Legacy TCF Bank branch at: 6275 28th St SE, Grand Rapids, MI 49546 (Kent County)	Legacy Huntington Bank branch at: 6174 28th Street Southeast, Grand Rapids, MI 49546 (Kent County)	0.14	The consolidation of the TCF - Cascade Road branch located at 6275 28th St SE, Grand Rapids, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Cascade (6174 28th Street Southeast, Grand Rapids, MI) located 0.14 miles and 0.25 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the TCF - Cascade Road branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
7	Legacy TCF Bank branch at: 9252 Joseph Campau St, Hamtramck, MI 48212 (Wayne County)	Legacy Huntington Bank branch at: 9301 Jos Campau Street, Hamtramck, MI 48212-3433 (Wayne County)	0.04	The consolidation of the TCF - Hamtramck branch located at 9252 Joseph Campau St, Hamtramck, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Hamtramck (9301 Jos Campau Street, Hamtramck, MI) located 0.04 miles and 0.16 minutes away. This full-service branch location offers a drive-up ATM for convenience. Post-consolidation of the TCF - Hamtramck branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.
8	Legacy TCF Bank branch at: 177 N River Ave, Holland, MI 49424 (Ottawa County)	Legacy Huntington Bank branch at: 329 N. River Ave., Holland, MI 49424 (Ottawa County)	0.36	The consolidation of the TCF - Holland branch located at 177 N River Ave, Holland, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - North River (329 N. River Ave., Holland, MI) located 0.36 miles and 1.53 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the TCF - Holland branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
9	Legacy TCF Bank branch at: 12368 Riley St, Holland, MI 49424 (Ottawa County)	Legacy Huntington Bank branch at: 3413 West Shore Drive, Holland, MI 49424 (Ottawa County)	0.47	The consolidation of the TCF - Riley Street Office branch located at 12368 Riley St, Holland, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - West Shore (3413 West Shore Drive, Holland, MI) located 0.47 miles and 1.16 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the TCF - Riley Street Office branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.
10	Legacy TCF Bank branch at: 112 S Cedar St, Kalkaska, MI 49646 (Kalkaska County)	Legacy Huntington Bank branch at: 206 West Mile Road, Kalkaska, MI 49646 (Kalkaska County)	0.56	The consolidation of the TCF - Kalkaska Office branch located at 112 S Cedar St, Kalkaska, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Kalkaska (206 West Mile Road, Kalkaska, MI) located 0.56 miles and 1.44 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
11	Legacy TCF Bank branch at: 919 Spring St, Petoskey, MI 49770 (Emmet County)	Legacy Huntington Bank branch at: 1368 Us 131 South, Petoskey, MI 49770 (Emmet County)	0.52	The consolidation of the TCF - Petoskey South branch located at 919 Spring St, Petoskey, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Petoskey (1368 Us 131 South, Petoskey, MI) located 0.52 miles and 1.34 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the TCF - Petoskey South branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.
12	Legacy TCF Bank branch at: 8025 Creekside Dr, Portage, MI 49024 (Kalamazoo County)	Legacy Huntington Bank branch at: 416 W Centre Ave, Portage, MI (Kalamazoo County)	0.10	The consolidation of the TCF - Portage branch located at 8025 Creekside Dr, Portage, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Portage Landings (416 W Centre Ave, Portage, MI) located 0.40 miles and 0.67 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the TCF - Portage branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
13	Legacy TCF Bank branch at: 840 S Chestnut St, Reed City, MI 49677 (Osceola County)	Legacy Huntington Bank branch at: 214 West Upton Avenue, Reed City, MI 49677-0087 (Osceola County)	0.81	The consolidation of the TCF - Reed City branch located at 840 S Chestnut St, Reed City, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Reed City (214 West Upton Avenue, Reed City, MI) located 0.81 miles and 3.49 minutes away. This full-service branch location offers a drive-thru for convenience.
14	Legacy TCF Bank branch at: 8010 26 Mile Rd, Shelby Township, MI 48316 (Macomb County)	Legacy Huntington Bank branch at: 8155 26 Mile Road, Washington, MI 48094 (Macomb County)	0.09	The consolidation of the TCF - Washington branch located at 8010 26 Mile Rd, Shelby Township, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Washington (8155 26 Mile Road, Washington, MI) located 0.09 miles and 0.36 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the TCF - Washington branch, there will be 4 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
15	Legacy TCF Bank branch at: 73881 M-43, South Haven, MI 49090 (Van Buren County)	Legacy TCF Bank branch at: 433 Phoenix St, South Haven, MI 49090 (Van Buren County)	1.35	The consolidation of the TCF - South Haven-Suburban branch located at 73881 M-43, South Haven, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - South Haven-Downtown (433 Phoenix St, South Haven, MI) located 1.35 miles and 4.33 minutes away. This full-service branch location offers a drive-thru for convenience.
16	Legacy TCF Bank branch at: 203 S Union St, Traverse City, MI 49684 (Grand Traverse County)	Legacy Huntington Bank branch at: 427 West Front Street, Traverse City, MI 49684 (Grand Traverse County)	0.33	The consolidation of the TCF - Traverse City Downtown branch located at 203 S Union St, Traverse City, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Downtown Traverse City (427 West Front Street, Traverse City, MI) located 0.33 miles and 3.81 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the TCF - Traverse City Downtown branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
17	Legacy TCF Bank branch at: 625 S Garfield Ave, Traverse City, MI 49686 (Grand Traverse County)	Legacy Huntington Bank branch at: 1227 East Front Street, Traverse City, MI 49686 (Grand Traverse County)	0.64	The consolidation of the TCF - Garfield Ave Traverse City branch located at 625 S Garfield Ave, Traverse City, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Traverse City Campus Plaza (1227 East Front Street, Traverse City, MI) located 0.64 miles and 2.69 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the TCF - Garfield Ave Traverse City branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.
18	Legacy TCF Bank branch at: 2170 Packard Rd, Ypsilanti, MI 48197 (Washtenaw County)	Legacy Huntington Bank branch at: 3075 Washtenaw Rd, Ypsilanti, MI 48197 (Washtenaw County)	0.66	The consolidation of the TCF - Ypsilanti branch located at 2170 Packard Rd, Ypsilanti, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Washtenaw (3075 Washtenaw Rd, Ypsilanti, MI) located 0.66 miles and 1.79 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the TCF - Ypsilanti branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
19	Legacy TCF Bank branch at: 101 S Canfield Niles Rd, Austintown, OH 44515 (Mahoning County)	Legacy Huntington Bank branch at: 6010 Mahoning Ave., Youngstown, OH 44515 (Mahoning County)	0.71	The consolidation of the TCF - Austintown branch located at 101 S Canfield Niles Rd, Austintown, OH, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Austintown (6010 Mahoning Ave., Youngstown, OH) located 0.71 miles and 1.60 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the TCF - Austintown branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.
20	Legacy TCF Bank branch at: 325 S High St, Cortland, OH 44410 (Trumbull County)	Legacy Huntington Bank branch at: 259 S. High St., Cortland, OH 44410 (Trumbull County)	0.14	The consolidation of the TCF - Cortland branch located at 325 S High St, Cortland, OH, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Cortland (259 S. High St., Cortland, OH) located 0.14 miles and 0.26 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
21	Legacy TCF Bank branch at: 200 Middle Ave, Elyria, OH 44035 (Lorain County)	Legacy Huntington Bank branch at: 105 Court St, Elyria, OH 44035 (Lorain County)	0.12	The consolidation of the TCF - Elyria branch located at 200 Middle Ave, Elyria, OH, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Broad and Court Streets (105 Court St, Elyria, OH) located 0.12 miles and 1.00 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the TCF - Elyria branch, there will be 8 Huntington / TCF locations within 5 miles of its former location.
22	Legacy TCF Bank branch at: 6002 Youngstown Warren Rd, Niles, OH 44446 (Trumbull County)	Legacy Huntington Bank branch at: 5555 Youngstown-Warren Rd., Niles, OH 44446 (Trumbull County)	0.54	The consolidation of the TCF - Niles branch located at 6002 Youngstown Warren Rd, Niles, OH, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Eastwood (5555 Youngstown-Warren Rd., Niles, OH) located 0.54 miles and 2.05 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the TCF - Niles branch, there will be 8 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
23	Legacy TCF Bank branch at: 35423 Center Ridge Rd, North Ridgeville, OH 44039 (Lorain County)	Legacy Huntington Bank branch at: 35621 Center Ridge Rd, North Ridgeville, OH 44039 (Lorain County)	0.12	The consolidation of the TCF - North Ridgeville branch located at 35423 Center Ridge Rd, North Ridgeville, OH, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - North Ridgeville (35621 Center Ridge Rd, North Ridgeville, OH) located 0.12 miles and 0.30 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the TCF - North Ridgeville branch, there will be 9 Huntington / TCF locations within 5 miles of its former location.
24	Legacy TCF Bank branch at: 999 E Main St, Ravenna, OH 44266 (Portage County)	Legacy Huntington Bank branch at: 230 Cedar Ave, Ravenna, OH 44266 (Portage County)	0.99	The consolidation of the TCF - Ravenna branch located at 999 E Main St, Ravenna, OH, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Ravenna (230 Cedar Ave, Ravenna, OH) located 0.99 miles and 3.01 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
25	Legacy TCF Bank branch at: 34050 Solon Rd, Solon, OH 44139 (Cuyahoga County)	Legacy Huntington Bank branch at: 33175 Aurora Road, Solon, OH 44139 (Cuyahoga County)	0.56	The consolidation of the TCF - Solon, Ohio branch located at 34050 Solon Rd, Solon, OH, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Solon (33175 Aurora Road, Solon, OH) located 0.56 miles and 2.27 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the TCF - Solon, Ohio branch, there will be 4 Huntington / TCF locations within 5 miles of its former location.
26	Legacy Huntington Bank branch at: 1519 W Dundee Rd, Arlington Heights, IL 60004 (Cook County)	Legacy TCF Bank branch at: 1589 N Rand Rd, Palatine, IL 60074 (Cook County)	0.93	The consolidation of the Huntington - Arlington Heights branch located at 1519 W Dundee Rd, Arlington Heights, IL, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Palatine #7500 (1589 N Rand Rd, Palatine, IL) located 0.93 miles and 3.69 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Arlington Heights branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
27	Legacy Huntington Bank branch at: 501 W North Ave, Melrose Park, IL 60160 (Cook County)	Legacy TCF Bank branch at: 1415 W North Ave, Melrose Park, IL 60160 (Cook County)	0.51	The consolidation of the Huntington - Melrose Park branch located at 501 W North Ave, Melrose Park, IL, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Melrose Park #7100 (1415 W North Ave, Melrose Park, IL) located 0.51 miles and 2.18 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Melrose Park branch, there will be 12 Huntington / TCF locations within 5 miles of its former location.
28	Legacy Huntington Bank branch at: 135 Marshall St., Allegan, MI 49010 (Allegan County)	Legacy TCF Bank branch at: 236 Hubbard St, Allegan, MI 49010 (Allegan County)	0.21	The consolidation of the Huntington - Allegan branch located at 135 Marshall St., Allegan, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Allegan (236 Hubbard St, Allegan, MI) located 0.21 miles and 1.67 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
29	Legacy Huntington Bank branch at: 3565 Fairlane Dr, Allen Park, MI 48101 (Wayne County)	Legacy TCF Bank branch at: 3350 Fairlane Dr, Allen Park, MI 48101 (Wayne County)	0.25	Consolidation of the Huntington Allen Park Meijer in-store, located at 3565 Fairlane Dr, Allen Park, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Allen Park (3350 Fairlane Dr, Allen Park, MI) located 0.25 miles and 4.02 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Allen Park Meijer branch, there will be 6 Huntington / TCF locations within 5 miles of its former location.
30	Legacy Huntington Bank branch at: 6065 Lake Michigan Drive, Allendale, MI 49401 (Ottawa County)	Legacy TCF Bank branch at: 5980 Lake Michigan Dr, Allendale, MI 49401 (Ottawa County)	0.14	The consolidation of the Huntington - Allendale branch located at 6065 Lake Michigan Drive, Allendale, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Allendale (5980 Lake Michigan Dr, Allendale, MI) located 0.14 miles and 0.39 minutes away. This full-service branch location offers a drive-thru for convenience and elevated customer experience given the superior drive-thru configuration.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
31	Legacy Huntington Bank branch at: 1251 M 32 W, Alpena, MI 49707 (Alpena County)	Legacy Huntington Bank branch at: 200 W Chisholm St, Alpena, MI 49707 (Alpena County)	1.82	Consolidation of the Huntington Alpena Meijer in-store, located at 1251 M 32 W, Alpena, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Alpena Downtown (200 W Chisholm St, Alpena, MI) located 1.82 miles and 5.04 minutes away. This full-service branch location offers a drive-thru for convenience.
32	Legacy Huntington Bank branch at: 800 Brown Rd, Auburn Hills, MI 48326 (Oakland County)	Legacy Huntington Bank branch at: 4983 S Baldwin Rd, Lake Orion, MI 48359 (Oakland County)	0.94	Consolidation of the Huntington Auburn Hills Meijer in-store, located at 800 Brown Rd, Auburn Hills, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Brown Baldwin (4983 S Baldwin Rd, Lake Orion, MI) located 0.94 miles and 2.81 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Auburn Hills Meijer branch, there will be 4 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
33	Legacy Huntington Bank branch at: 15400 Waldron Way, Big Rapids, MI 49307 (Mecosta County)	Legacy TCF Bank branch at: 104 Perry Ave, Big Rapids, MI 49307 (Mecosta County)	1.65	Consolidation of the Huntington Big Rapids Meijer in-store, located at 15400 Waldron Way, Big Rapids, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Southland (104 Perry Ave, Big Rapids, MI) located 1.65 miles and 2.60 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Big Rapids Meijer branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.
34	Legacy Huntington Bank branch at: 301 South State Street, Big Rapids, MI 49307 (Mecosta County)	Legacy TCF Bank branch at: 125 N Michigan Ave, Big Rapids, MI 49307 (Mecosta County)	0.29	The consolidation of the Huntington - Big Rapids branch located at 301 South State Street, Big Rapids, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Big Rapids Main (125 N Michigan Ave, Big Rapids, MI) located 0.29 miles and 1.79 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Big Rapids branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches	Explanation
35	Legacy Huntington Bank branch at: 1801 Marketplace Dr SE, Caledonia, MI 49316 (Kent County)	Legacy TCF Bank branch at: 6225 Kalamazoo Ave SE, Kentwood, MI 49508 (Kent County)	0.48	Consolidation of the Huntington Gaines TWP Meijer in-store, located at 1801 Marketplace Dr SE, Caledonia, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Kentwood (6225 Kalamazoo Ave SE, Kentwood, MI) located 0.48 miles and 2.80 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Gaines TWP Meijer branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.
36	Legacy Huntington Bank branch at: 44530 Ford Rd, Canton, MI 48187 (Wayne County)	Legacy TCF Bank branch at: 45375 Ford Rd, Canton, MI 48187 (Wayne County)	0.36	The consolidation of the Huntington - Ford & Sheldon branch located at 44530 Ford Rd, Canton, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Canton (45375 Ford Rd, Canton, MI) located 0.36 miles and 1.74 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Ford & Sheldon branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
37	Legacy Huntington Bank branch at: 45001 Ford Rd, Canton, MI 48187 (Wayne County)	Legacy TCF Bank branch at: 45375 Ford Rd, Canton, MI 48187 (Wayne County)	0.16	Consolidation of the Huntington Canton Meijer in-store, located at 45001 Ford Rd, Canton, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Canton (45375 Ford Rd, Canton, MI) located 0.16 miles and 2.23 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Canton Meijer branch, there will be 4 Huntington / TCF locations within 5 miles of its former location.
38	Legacy Huntington Bank branch at: 201 State St, Charlevoix, MI 49720 (Charlevoix County)	Legacy TCF Bank branch at: 1425 Bridge St, Charlevoix, MI 49720 (Charlevoix County)	0.82	The consolidation of the Huntington - Charlevoix Downtown branch located at 201 State St, Charlevoix, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Charlevoix (1425 Bridge St, Charlevoix, MI) located 0.82 miles and 2.93 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
39	Legacy Huntington Bank branch at: 16673 East 15 Mile Road, Clinton Township, MI 48035 (Macomb County)	Legacy TCF Bank branch at: 15820 15 Mile Rd, Fraser, MI 48026 (Macomb County)	0.60	The consolidation of the Huntington - Clinton branch located at 16673 East 15 Mile Road, Clinton Township, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Fraser #3053 (15820 15 Mile Rd, Fraser, MI) located 0.60 miles and 2.24 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Clinton branch, there will be 10 Huntington / TCF locations within 5 miles of its former location.
40	Legacy Huntington Bank branch at: 620 E Chicago Rd, Coldwater, MI 49036 (Branch County)	Legacy TCF Bank branch at: 375 N Willowbrook Rd, Coldwater, MI 49036 (Branch County)	0.56	Consolidation of the Huntington Coldwater Meijer in-store, located at 620 E Chicago Rd, Coldwater, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF 375 North Willowbrook Rd (375 N Willowbrook Rd, Coldwater, MI) located 0.56 miles and 1.74 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Coldwater Meijer branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
41	Legacy Huntington Bank branch at: 37600 West 12 Mile Road, Farmington Hills, MI 48331 (Oakland County)	Legacy TCF Bank branch at: 37386 W 12 Mile Rd, Farmington Hills, MI 48331 (Oakland County)	0.16	The consolidation of the Huntington - Farmington Hills branch located at 37600 West 12 Mile Road, Farmington Hills, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Twelve and Halstead (37386 W 12 Mile Rd, Farmington Hills, MI) located 0.16 miles and 1.92 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Farmington Hills branch, there will be 6 Huntington / TCF locations within 5 miles of its former location.
42	Legacy Huntington Bank branch at: 4775 24th Ave, Fort Gratiot, MI 48059 (Saint Clair County)	Legacy TCF Bank branch at: 4778 24th Ave, Fort Gratiot, MI 48059 (St. Clair County)	0.19	Consolidation of the Huntington Fort Gratiot Meijer in-store, located at 4775 24th Ave, Fort Gratiot, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Fort Gratiot (4778 24th Ave, Fort Gratiot, MI) located 0.19 miles and 1.68 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Fort Gratiot Meijer branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
43	Legacy Huntington Bank branch at: 34835 Utica Rd, Fraser, MI 48026 (Macomb County)	Legacy TCF Bank branch at: 15820 15 Mile Rd, Fraser, MI 48026 (Macomb County)	0.11	Consolidation of the Huntington Fraser Meijer in-store, located at 34835 Utica Rd, Fraser, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Fraser #3053 (15820 15 Mile Rd, Fraser, MI) located 0.11 miles and 1.30 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Fraser Meijer branch, there will be 8 Huntington / TCF locations within 5 miles of its former location.
44	Legacy Huntington Bank branch at: 2 West Main Street, Fremont, MI 49412 (Newaygo County)	Legacy TCF Bank branch at: 211 W Main St, Fremont, MI 49412 (Newaygo County)	0.23	The consolidation of the Huntington - Fremont Main branch located at 2 West Main Street, Fremont, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Fremont (211 W Main St, Fremont, MI) located 0.23 miles and 0.75 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
45	Legacy Huntington Bank branch at: 24 South Division Street, Fremont, MI 49412 (Newaygo County)	Legacy TCF Bank branch at: 211 W Main St, Fremont, MI 49412 (Newaygo County)	0.26	The consolidation of the Huntington - Fremont Main Remote Drive-Thru branch located at 24 South Division Street, Fremont, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Fremont (211 W Main St, Fremont, MI) located 0.26 miles and 0.94 minutes away. This full-service branch location offers a drive-thru for convenience.
46	Legacy Huntington Bank branch at: 15000 US 31, Grand Haven, MI 49417 (Ottawa County)	Legacy Huntington Bank branch at: 1300 South Beacon Blvd., Grand Haven, MI 49417 (Ottawa County)	0.83	Consolidation of the Huntington Grand Haven Meijer in-store, located at 15000 US 31, Grand Haven, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Grand Haven (1300 South Beacon Blvd., Grand Haven, MI) located 0.83 miles and 1.30 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Grand Haven Meijer branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
47	Legacy Huntington Bank branch at: 40 Pearl St, Grand Rapids, MI 49503 (Kent County)	Legacy TCF Bank branch at: 150 Ottawa Ave NW, Grand Rapids, MI 49503 (Kent County)	0.06	<p>The consolidation of the Huntington - Grand Rapids Main branch located at 40 Pearl St, Grand Rapids, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Grand Rapids Office (150 Ottawa Ave NW, Grand Rapids, MI) located 0.06 miles and 0.81 minutes away, which is a newly constructed building with an attached parking garage. This will provide an increased convenience to our customers utilizing its former location in the downtown of Grand Rapids and has superior access off Ottawa Ave and Lyon St. Post-consolidation of the Huntington - Grand Rapids Main branch, there will be 7 Huntington / TCF locations within 5 miles of its former location.</p>

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
48	Legacy Huntington Bank branch at: 3434 Century Center St SW, Grandville, MI 49418 (Kent County)	Legacy TCF Bank branch at: 4495 Wilson Ave SW, Grandville, MI 49418 (Kent County)	0.88	Consolidation of the Huntington Grandville Meijer in-store, located at 3434 Century Center St SW, Grandville, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Grandville (4495 Wilson Ave SW, Grandville, MI) located 0.88 miles and 3.16 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Grandville Meijer branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.
49	Legacy Huntington Bank branch at: 606 S Greenville West Dr, Greenville, MI 48838 (Montcalm County)	Legacy TCF Bank branch at: 1311 W Washington St, Greenville, MI 48838 (Montcalm County)	0.27	Consolidation of the Huntington Greenville Meijer in-store, located at 606 S Greenville West Dr, Greenville, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Greenville (1311 W Washington St, Greenville, MI) located 0.27 miles and 1.83 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
50	Legacy Huntington Bank branch at: 19683 Mack Ave, Grosse Pointe Woods, MI 48236 (Wayne County)	Legacy TCF Bank branch at: 20276 Mack Ave, Grosse Pointe Woods, MI 48236 (Wayne County)	0.66	The consolidation of the Huntington - Grosse Pointe branch located at 19683 Mack Ave, Grosse Pointe Woods, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Grosse Pointe (20276 Mack Ave, Grosse Pointe Woods, MI) located 0.66 miles and 1.80 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Grosse Pointe branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.
51	Legacy Huntington Bank branch at: 2160 Hartland Rd, Hartland, MI 48353 (Livingston County)	Legacy TCF Bank branch at: 10065 E Highland Rd, Howell, MI 48843 (Livingston County)	0.66	Consolidation of the Huntington Hartland Meijer in-store, located at 2160 Hartland Rd, Hartland, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Hartland (10065 E Highland Rd, Howell, MI) located 0.66 miles and 5.26 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
52	Legacy Huntington Bank branch at: 3320 Westshore Dr, Holland, MI 49424 (Ottawa County)	Legacy Huntington Bank branch at: 3413 West Shore Drive, Holland, MI 49424 (Ottawa County)	0.21	Consolidation of the Huntington N Holland Twp Meijer in-store, located at 3320 Westshore Dr, Holland, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington West Shore (3413 West Shore Drive, Holland, MI) located 0.21 miles and 0.63 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - N Holland Twp Meijer branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.
53	Legacy Huntington Bank branch at: 3883 E Grand River Ave, Howell, MI 48843 (Livingston County)	Legacy TCF Bank branch at: 3857 E Grand River Ave, Howell, MI 48843 (Livingston County)	0.12	Consolidation of the Huntington Howell Meijer in-store, located at 3883 E Grand River Ave, Howell, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Howell (3857 E Grand River Ave, Howell, MI) located 0.12 miles and 0.90 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
54	Legacy Huntington Bank branch at: 9402 E Highland Rd, Howell, MI 48843 (Livingston County)	Legacy TCF Bank branch at: 10065 E Highland Rd, Howell, MI 48843 (Livingston County)	0.78	The consolidation of the Huntington - Hartland branch located at 9402 E Highland Rd, Howell, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Hartland (10065 E Highland Rd, Howell, MI) located 0.78 miles and 1.95 minutes away. This full-service branch location offers a drive-thru for convenience.
55	Legacy Huntington Bank branch at: 4075 32nd Avenue, Hudsonville, MI 49426 (Ottawa County)	Legacy TCF Bank branch at: 4595 32nd Ave, Hudsonville, MI 49426 (Ottawa County)	0.63	Consolidation of the Huntington Hudsonville Meijer in-store, located at 4075 32nd Avenue, Hudsonville, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Hudsonville (4595 32nd Ave, Hudsonville, MI) located 0.63 miles and 1.56 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Hudsonville Meijer branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
56	Legacy Huntington Bank branch at: 0-550 Baldwin St, Jenison, MI 49428 (Ottawa County)	Legacy Huntington Bank branch at: 501 Baldwin St., Jenison, MI 49428 (Ottawa County)	0.07	Consolidation of the Huntington Jenison Meijer in-store, located at 550 Baldwin St, Jenison, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Jenison (501 Baldwin St., Jenison, MI) located 0.07 miles and 0.18 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Jenison Meijer branch, there will be 6 Huntington / TCF locations within 5 miles of its former location.
57	Legacy Huntington Bank branch at: 332 First Street, Manistee, MI 49660 (Manistee County)	Legacy TCF Bank branch at: 325 1st St, Manistee, MI 49660 (Manistee County)	0.04	The consolidation of the Huntington - Manistee branch located at 332 First Street, Manistee, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Manistee First Street (325 1st St, Manistee, MI) located 0.04 miles and 0.11 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
58	Legacy Huntington Bank branch at: 71 Division Street, Manistee, MI 49660 (Manistee County)	Legacy TCF Bank branch at: 325 1st St, Manistee, MI 49660 (Manistee County)	0.12	The consolidation of the Huntington - Manistee Remote Drive-thru branch located at 71 Division Street, Manistee, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Manistee First Street (325 1st St, Manistee, MI) located 0.12 miles and 0.69 minutes away. This full-service branch location offers a drive-thru for convenience.
59	Legacy Huntington Bank branch at: 205 S. Range Rd, Marysville, MI 48040 (Saint Clair County)	Legacy TCF Bank branch at: 2015 Gratiot Blvd, Marysville, MI 48040 (Saint Clair County)	0.80	Consolidation of the Huntington Marysville Meijer in-store, located at 205 S. Range Rd, Marysville, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Marysville (2015 Gratiot Blvd, Marysville, MI) located 0.80 miles and 2.70 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
60	Legacy Huntington Bank branch at: 20401 Haggerty Rd, Northville, MI 48167 (Wayne County)	Legacy Huntington Bank branch at: 39901 8 Mile Rd, Northville, MI 48167 (Wayne County)	0.19	Consolidation of the Huntington Northville Meijer in-store, located at 20401 Haggerty Rd, Northville, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Northville 8 Mile Rd (39901 8 Mile Rd, Northville, MI) located 0.19 miles and 2.39 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Northville Meijer branch, there will be 7 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
61	Legacy Huntington Bank branch at: 2055 W Grand River Rd, Okemos, MI 48864 (Ingham County)	Legacy Huntington Bank branch at: 5050 Marsh Rd, Okemos, MI 48864 (Ingham County)	0.74	Consolidation of the Huntington Okemos Meijer in-store, located at 2055 W Grand River Rd, Okemos, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Okemos (5050 Marsh Rd, Okemos, MI) located 0.74 miles and 2.30 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Okemos Meijer branch, there will be 4 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
62	Legacy Huntington Bank branch at: 1201 Lears Road, Petoskey, MI 49770 (Emmet County)	Legacy Huntington Bank branch at: 1368 Us 131 South, Petoskey, MI 49770 (Emmet County)	0.79	Consolidation of the Huntington Petoskey Meijer in-store, located at 1201 Lears Road, Petoskey, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Petoskey (1368 Us 131 South, Petoskey, MI) located 0.79 miles and 1.36 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Petoskey Meijer branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
63	Legacy Huntington Bank branch at: 3175 S Rochester Rd, Rochester Hills, MI 48307 (Oakland County)	Legacy TCF Bank branch at: 200 E Auburn Rd, Rochester Hills, MI 48307 (Oakland County)	0.13	Consolidation of the Huntington S Rochester Rd Rochester Hills Meijer in-store, located at 3175 S Rochester Rd, Rochester Hills, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Rochester Hills 2 (200 E Auburn Rd, Rochester Hills, MI) located 0.13 miles and 1.63 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - S Rochester Rd Rochester Hills Meijer branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
64	Legacy Huntington Bank branch at: 30800 Little Mack, Roseville, MI 48066 (Macomb County)	Legacy TCF Bank branch at: 30850 Little Mack Ave, Roseville, MI 48066 (Macomb County)	0.10	Consolidation of the Huntington Roseville Meijer in-store, located at 30800 Little Mack, Roseville, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Roseville (30850 Little Mack Ave, Roseville, MI) located 0.10 miles and 1.03 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Roseville Meijer branch, there will be 7 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
65	Legacy Huntington Bank branch at: 5150 Coolidge Hwy, Royal Oak, MI 48073 (Oakland County)	Legacy Huntington Bank branch at: 4609 Crooks Rd, Royal Oak, MI 48073 (Oakland County)	0.96	Consolidation of the Huntington Royal Oak Meijer in-store, located at 5150 Coolidge Hwy, Royal Oak, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Crooks Road (4609 Crooks Rd, Royal Oak, MI) located 0.96 miles and 3.32 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Royal Oak Meijer branch, there will be 8 Huntington / TCF locations within 5 miles of its former location.
66	Legacy Huntington Bank branch at: 450 E Michigan Ave, Saline, MI 48176 (Washtenaw County)	Legacy TCF Bank branch at: 1301 E Michigan Ave, Saline, MI 48176 (Washtenaw County)	0.78	The consolidation of the Huntington - Saline branch located at 450 E Michigan Ave, Saline, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Saline (1301 E Michigan Ave, Saline, MI) located 0.78 miles and 1.21 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
67	Legacy Huntington Bank branch at: 1223 Phoenix St, South Haven, MI 49090 (Van Buren County)	Legacy TCF Bank branch at: 433 Phoenix St, South Haven, MI 49090 (Van Buren County)	0.93	Consolidation of the Huntington South Haven Meijer in-store, located at 1223 Phoenix St, South Haven, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF South Haven-Downtown (433 Phoenix St, South Haven, MI) located 0.93 miles and 3.39 minutes away. This full-service branch location offers a drive-thru for convenience.
68	Legacy Huntington Bank branch at: 16300 Fort St, Southgate, MI 48195 (Wayne County)	Legacy TCF Bank branch at: 16350 Fort St, Southgate, MI 48195 (Wayne County)	0.08	Consolidation of the Huntington Southgate Meijer in-store, located at 16300 Fort St, Southgate, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Southgate (16350 Fort St, Southgate, MI) located 0.08 miles and 2.46 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
69	Legacy Huntington Bank branch at: Downtown branch, 120 N Forest St, Standish, MI 48658 (Arenac County)	Legacy TCF Bank branch at: 220 S Main St, Standish, MI 48658 (Arenac County)	0.26	The consolidation of the Huntington - Downtown Standish branch located at 120 N Forest St, Standish, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Standish (220 S Main St, Standish, MI) located 0.26 miles and 1.06 minutes away. This full-service branch location offers a drive-thru for convenience.
70	Legacy Huntington Bank branch at: Downtown remote branch, 120 N Forest St, Standish, MI (Arenac County)	Legacy TCF Bank branch at: 220 S Main St, Standish, MI 48658 (Arenac County)	0.29	The consolidation of the Huntington - Downtown Standish Remote branch located at 120 N Forest St, Standish, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Standish (220 S Main St, Standish, MI) located 0.29 miles and 1.12 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
71	Legacy Huntington Bank branch at: 35653 Dodge Park, Sterling Heights, MI 48312 (Macomb County)	Legacy TCF Bank branch at: 8202 Metropolitan Pkwy, Sterling Heights, MI 48312 (Macomb County)	0.99	The consolidation of the Huntington - Dodge Park branch located at 35653 Dodge Park, Sterling Heights, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Sterling Heights East (8202 Metropolitan Pkwy, Sterling Heights, MI) located 0.99 miles and 4.99 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Dodge Park branch, there will be 8 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
72	Legacy Huntington Bank branch at: 36600 VanDyke Ave, Sterling Heights, MI 48312 (Macomb County)	Legacy TCF Bank branch at: 8202 Metropolitan Pkwy, Sterling Heights, MI 48312 (Macomb County)	0.17	Consolidation of the Huntington Sterling Heights Meijer in-store, located at 36600 VanDyke Ave, Sterling Heights, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Sterling Heights East (8202 Metropolitan Pkwy, Sterling Heights, MI) located 0.17 miles and 2.17 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Sterling Heights Meijer branch, there will be 9 Huntington / TCF locations within 5 miles of its former location.
73	Legacy Huntington Bank branch at: 408 W South St, Sturgis, MI 49091-2153 (St. Joseph County)	Legacy Huntington Bank branch at: 100 E Chicago Rd, Sturgis, MI 49091 (St. Joseph County)	0.96	Consolidation of the Huntington Sturgis Meijer in-store, located at 408 W South St, Sturgis, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Downtown Sturgis (100 E Chicago Rd, Sturgis, MI) located 0.96 miles and 4.07 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
74	Legacy Huntington Bank branch at: 3955 US 31 S, Traverse City, MI 49684 (Grand Traverse County)	Legacy TCF Bank branch at: 613 W Fourteenth St, Traverse City, MI 49684 (Grand Traverse County)	0.79	Consolidation of the Huntington Traverse City Meijer in-store, located at 3955 US 31 S, Traverse City, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Traverse City 14 St (613 W Fourteenth St, Traverse City, MI) located 0.79 miles and 2.23 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Traverse City Meijer branch, there will be 6 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
75	Legacy Huntington Bank branch at: 15055 Hall Rd, Utica, MI 48315 (Macomb County)	Legacy TCF Bank branch at: 45133 Hayes Rd, Shelby Township, MI 48315 (Macomb County)	0.14	Consolidation of the Huntington Shelby Township Meijer in-store, located at 15055 Hall Rd, Utica, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Shelby Township (45133 Hayes Rd, Shelby Township, MI) located 0.14 miles and 1.76 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Shelby Township Meijer branch, there will be 8 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
76	Legacy Huntington Bank branch at: 39440 West 14 Mile Road, Walled Lake, MI 48390 (Oakland County)	Legacy TCF Bank branch at: 555 Haggerty Hwy, Commerce Township, MI 48390 (Oakland County)	0.55	The consolidation of the Huntington - Haggerty branch located at 39440 West 14 Mile Road, Walled Lake, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Commerce Township (555 Haggerty Hwy, Commerce Township, MI) located 0.55 miles and 1.12 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Haggerty branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.
77	Legacy Huntington Bank branch at: 2000 East 12 Mile Road, Warren, MI 48092 (Macomb County)	Legacy TCF Bank branch at: 1800 E Twelve Mile Rd, Madison Heights, MI 48071 (Oakland County)	0.13	The consolidation of the Huntington - Dequindre branch located at 2000 East 12 Mile Road, Warren, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Madison Heights (1800 E Twelve Mile Rd, Madison Heights, MI) located 0.13 miles and 0.70 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Dequindre branch, there will be 9 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
78	Legacy Huntington Bank branch at: 25225 Schoenherr Rd, Warren, MI 48089 (Macomb County)	Legacy Huntington Bank branch at: 13490 Ten Mile Road, Warren, MI 48089 (Macomb County)	0.13	Consolidation of the Huntington Schoenherr Meijer in-store, located at 25225 Schoenherr Rd, Warren, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Ten Mile (13490 Ten Mile Road, Warren, MI) located 0.13 miles and 1.24 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Schoenherr Meijer branch, there will be 8 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
79	Legacy Huntington Bank branch at: 8401 26 Mile Rd, Washington, MI 48094 (Macomb County)	Legacy Huntington Bank branch at: 8155 26 Mile Road, Washington, MI 48094 (Macomb County)	0.12	Consolidation of the Huntington Washington TWP Meijer in-store, located at 8401 26 Mile Rd, Washington, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Washington (8155 26 Mile Road, Washington, MI) located 0.12 miles and 1.52 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Washington TWP Meijer branch, there will be 4 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
80	Legacy Huntington Bank branch at: 4200 Highland Rd, Waterford, MI 48328 (Oakland County)	Legacy TCF Bank branch at: 4352 Highland Rd, Waterford, MI 48328 (Oakland County)	0.14	Consolidation of the Huntington Waterford Meijer in-store, located at 4200 Highland Rd, Waterford, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Waterford Township (4352 Highland Rd, Waterford, MI) located 0.14 miles and 0.22 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Waterford Meijer branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
81	Legacy Huntington Bank branch at: 4396 Highland Road, Waterford, MI 48328 (Oakland County)	Legacy TCF Bank branch at: 4352 Highland Rd, Waterford, MI 48328 (Oakland County)	0.08	The consolidation of the Huntington - Waterford branch located at 4396 Highland Road, Waterford, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Waterford Township (4352 Highland Rd, Waterford, MI) located 0.08 miles and 0.36 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Waterford branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.
82	Legacy Huntington Bank branch at: 37201 Warren Rd, Westland, MI 48185 (Wayne County)	Legacy TCF Bank branch at: 37151 Warren Rd, Westland, MI 48185 (Wayne County)	0.15	Consolidation of the Huntington Westland Meijer in-store, located at 37201 Warren Rd, Westland, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Westland (37151 Warren Rd, Westland, MI) located 0.15 miles and 1.37 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Westland Meijer branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
83	Legacy Huntington Bank branch at: 49900 Grand River Ave, Wixom, MI 48393 (Oakland County)	Legacy Huntington Bank branch at: 49125 Grand River Ave, Novi, MI 48374 (Oakland County)	0.54	Consolidation of the Huntington Wixom Meijer in-store, located at 49900 Grand River Ave, Wixom, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Wixom (49125 Grand River Ave, Novi, MI) located 0.54 miles and 3.84 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Wixom Meijer branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.
84	Legacy Huntington Bank branch at: 3825 Carpenter Rd, Ypsilanti, MI 48197 (Washtenaw County)	Legacy TCF Bank branch at: 3839 Carpenter Rd, Ypsilanti, MI 48197 (Washtenaw County)	0.15	Consolidation of the Huntington Ypsilanti Meijer in-store, located at 3825 Carpenter Rd, Ypsilanti, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Carpenter (3839 Carpenter Rd, Ypsilanti, MI) located 0.15 miles and 0.53 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Ypsilanti Meijer branch, there will be 7 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Consolidating Branch	Location of Branch Receiving the Deposits of the Consolidating Branch	Distance Between the Branches (Miles)	Explanation
85	Legacy Huntington Bank branch at: 432 Main St, Grafton, OH 44044 (Lorain County)	Legacy TCF Bank branch at: 351 Main St, Grafton, OH 44044 (Lorain County)	0.27	The consolidation of the Huntington - Grafton branch located at 432 Main St, Grafton, OH, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Grafton (351 Main St, Grafton, OH) located 0.27 miles and 0.73 minutes away. This full-service branch location offers a drive-thru for convenience. Post-consolidation of the Huntington - Grafton branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.
86	Legacy Huntington Bank branch at: 23 Federal Plaza, Youngstown, OH 44503 (Mahoning County)	Legacy TCF Bank branch at: 44 E Federal St, Youngstown, OH 44503 (Mahoning County)	0.08	The consolidation of the Huntington - Federal Plaza branch located at 23 Federal Plaza, Youngstown, OH, is driven by a Corporate decision to exit the downtown office building and relocate colleagues to other facilities in Youngstown. The nearest full-service location to this branch is TCF - Central Square (44 E Federal St, Youngstown, OH) located 0.08 miles and 0.36 minutes away. This full-service branch location offers a walk-up ATM for convenience. Post-consolidation of the Huntington - Federal Plaza branch, there will be 7 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
87	Legacy TCF Bank branch at: 2301 N Harlem Ave, Chicago, IL 60707 (Cook County)	Legacy Huntington Bank branch at: 7228 W North Ave, Elmwood Park, IL 60707 (Cook County)	0.83	The closure of the TCF - Harlem/Belden branch located at 2301 N Harlem Ave, Chicago, IL, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Elmwood Park (7228 W North Ave, Elmwood Park, IL) located 0.83 miles and 2.96 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - Harlem/Belden branch, there will be 14 Huntington / TCF locations within 5 miles of its former location.
88	Legacy TCF Bank branch at: 2538 W 47th St, Chicago, IL 60632 (Cook County)	Legacy TCF Bank branch at: 4160 S Archer Ave, Chicago, IL 60632 (Cook County)	0.83	The closure of the TCF - 47th Street #2107 branch located at 2538 W 47th St, Chicago, IL, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Brighton Park (4160 S Archer Ave, Chicago, IL) located 0.83 miles and 5.51 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - 47th Street #2107 branch, there will be 10 Huntington / TCF locations within 5 miles of its former location. Please see attached map.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
89	Legacy TCF Bank branch at: 301 Summer St, Algonac, MI 48001 (St Clair County)	Legacy Huntington Bank branch at: 2850 Pointe Tremble Rd, Algonac, MI 48001 (Saint Clair County)	1.09	The closure of the TCF - Algonac branch located at 301 Summer St, Algonac, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Algonac (2850 Pointe Tremble Rd, Algonac, MI) located 1.09 miles and 2.90 minutes away. This full-service branch location offers a drive-thru for convenience. Please see attached map.
90	Legacy TCF Bank branch at: 9061 First St, Baroda, MI 49101 (Berrien County)	Legacy TCF Bank branch at: 1711 W John Beers Rd, Stevensville, MI 49127 (Berrien County)	4.21	The closure of the TCF - Baroda branch located at 9061 First St, Baroda, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Lakeshore (1711 W John Beers Rd, Stevensville, MI) located 4.21 miles and 7.29 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
91	Legacy TCF Bank branch at: 314 E Midland St, Bay City, MI 48706 (Bay County)	Legacy Huntington Bank branch at: 900 W Midland St, Bay City, MI 48706 (Bay County)	0.60	The closure of the TCF - West Side branch located at 314 E Midland St, Bay City, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Midland and Euclid (900 W Midland St, Bay City, MI) located 0.60 miles and 2.22 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - West Side branch, there will be 6 Huntington / TCF locations within 5 miles of its former location. Please see attached map.
92	Legacy TCF Bank branch at: 834 Nickerson Ave, Benton Harbor, MI 49022 (Berrien County)	Legacy TCF Bank branch at: 1882 Pipestone Rd, Benton Harbor, MI 49022 (Berrien County)	1.16	The closure of the TCF - Fairplain branch located at 834 Nickerson Ave, Benton Harbor, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Orchards Mall (1882 Pipestone Rd, Benton Harbor, MI) located 1.16 miles and 4.27 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - Fairplain branch, there will be 6 Huntington / TCF locations within 5 miles of its former location. Please see attached map.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
93	Legacy TCF Bank branch at: 128 Main St, Buchanan, MI 49107 (Berrien County)	Legacy TCF Bank branch at: 407 E Main St, Niles, MI 49120 (Berrien County)	5.43	The closure of the TCF - Buchanan branch located at 128 Main St, Buchanan, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Niles Main Office (407 E Main St, Niles, MI) located 5.43 miles and 11.37 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
94	Legacy TCF Bank branch at: 375 E Railway St, Coleman, MI 48618 (Midland County)	Legacy TCF Bank branch at: 807 N McEwan St, Clare, MI 48617 (Clare County)	10.22	<p>Closure of the TCF – Coleman branch, located at 375 E Railway St, Coleman, MI, is driven by the convenience and functionality of the TCF / Huntington network in nearby areas of work concentration, as reflected in the live / work connectivity patterns for the area. The closing branch is located in a small rural community in central Michigan with a population of ~1,200, 13 minutes southeast of Clare and 15 minutes northwest of Sanford (Midland). More than 80% of the population that resides in Coleman commutes to nearby communities for work, primarily southeast (39% to Midland) and southwest (28% to Mt. Pleasant). TCF / Huntington operates full-service locations in these key commuting destination cities; our presence in these locations is well-positioned to continue to support our customer base in Coleman. We believe customer impact of closing its former location is minimized due to Coleman customers already being accustomed to commuting to nearby communities for work. The nearest full-service location to this branch is TCF – Clare Main Office (807 N McEwan St, Clare, MI) located 10.22 miles and 13.28 minutes away, and offers multiple drive-thru lanes. Please see attached map.</p>

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
95	Legacy TCF Bank branch at: 3213 N Genesee Rd, Flint, MI 48506 (Genesee County)	Legacy Huntington Bank branch at: 4280 E Court St, Burton, MI 48509 (Genesee County)	2.47	The closure of the TCF - North Genesee Road branch located at 3213 N Genesee Rd, Flint, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Burton MI (4280 E Court St, Burton, MI) located 2.47 miles and 5.13 minutes away. Post-closure of the TCF - North Genesee Road branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.
96	Legacy TCF Bank branch at: 3501 S Linden Rd, Flint, MI 48507 (Genesee County)	Legacy Huntington Bank branch at: 4584 Miller Rd, Flint, MI 48507 (Genesee County)	0.23	The closure of the TCF - Bristol At Linden branch located at 3501 S Linden Rd, Flint, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Miller Road (4584 Miller Rd, Flint, MI) located 0.23 miles and 1.08 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - Bristol At Linden branch, there will be 6 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
97	Legacy TCF Bank branch at: 6120 Fenton Rd, Flint, MI 48507 (Genesee County)	Legacy Huntington Bank branch at: 1027 W Hill Rd, Flint, MI 48507 (Genesee County)	0.20	The closure of the TCF - Fenton Road branch located at 6120 Fenton Rd, Flint, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Hill Road (1027 W Hill Rd, Flint, MI) located 0.20 miles and 0.68 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - Fenton Road branch, there will be 4 Huntington / TCF locations within 5 miles of its former location.
98	Legacy TCF Bank branch at: 220 E Main St, Flushing, MI 48433 (Genesee County)	Legacy Huntington Bank branch at: 6452 W Pierson Rd, Flushing, MI 48433 (Genesee County)	2.19	The closure of the TCF - Flushing branch located at 220 E Main St, Flushing, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Pierson Road (6452 W Pierson Rd, Flushing, MI) located 2.19 miles and 5.42 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
99	Legacy TCF Bank branch at: 18 N Center St, Hartford, MI 49057 (Van Buren County)	Legacy TCF Bank branch at: 209 N Paw Paw St, Coloma, MI 49038 (Berrien County)	7.26	The closure of the TCF - Hartford branch located at 18 N Center St, Hartford, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Coloma (209 N Paw Paw St, Coloma, MI) located 7.26 miles and 11.40 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
100	Legacy TCF Bank branch at: 1 W Carleton Rd, Hillsdale, MI 49242 (Hillsdale County)	Legacy TCF Bank branch at: 375 N Willowbrook Rd, Coldwater, MI 49036 (Branch County)	17.21	<p>Closure of the TCF – West Carleton branch, located at 1 West Carleton Rd, Hillsdale, MI, is supported by the convenience and functionality of the TCF / Huntington network in nearby areas of work concentration, as reflected in the live / work connectivity patterns for the area. A location with inferior parking, ingress and egress, the closing branch has deposits of only \$21 million and performs a low number of teller transactions. There are numerous competitors remaining in this area. Currently HNB has 4% of market deposits and is the 6th largest bank by that measure. The closing branch is located in a smaller town with a population of ~8,000, located 30 minutes east of Coldwater, a community with daily needs with a Walmart 15 minutes west of the TCF / Huntington Coldwater branch. TCF / Huntington operates full-service locations in key commuting destination cities for Hillsdale residents (including Jackson and Coldwater) - our presence in these locations is well-positioned to continue to support our customer base in Hillsdale. We believe customer impact of closing its former location is minimized due to Hillsdale customers already being accustomed to driving to nearby communities for work and daily/weekly needs. The nearest full-service location to this branch is TCF – 375 North Willowbrook Rd (375 North Willowbrook Rd, Coldwater, MI) located 17.21 miles and 27.76 minutes away, and offers multiple drive-thru lanes. Please see attached map.</p>

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
101	Legacy TCF Bank branch at: 7409 W Houghton Lake Dr, Houghton Lake, MI 48629 (Roscommon County)	Legacy TCF Bank branch at: 2263 W Houghton Lake Dr, Houghton Lake, MI 48629 (Roscommon County)	4.80	The closure of the TCF - Houghton Lake Heights branch located at 7409 W Houghton Lake Dr, Houghton Lake, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Houghton Lake East (2263 W Houghton Lake Dr, Houghton Lake, MI) located 4.80 miles and 7.64 minutes away. This full-service branch location offers a drive-thru for convenience. Please see attached map.
102	Legacy TCF Bank branch at: 1963 Baldwin St, Jenison, MI 49428 (Ottawa County)	Legacy Huntington Bank branch at: 501 Baldwin St., Jenison, MI 49428 (Ottawa County)	1.85	The closure of the TCF - Jenison branch located at 1963 Baldwin St, Jenison, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Jenison (501 Baldwin St., Jenison, MI) located 1.85 miles and 2.87 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - Jenison branch, there will be 4 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
103	Legacy TCF Bank branch at: 9650 N Greenville Rd, Lakeview, MI 48850 (Montcalm County)	Legacy TCF Bank branch at: 400 E Main St, Edmore, MI 48829 (Montcalm County)	11.42	<p>Closure of the TCF - Lakeview branch, located at 9650 Greenville Rd, Lakeview, MI, is driven by the convenience and functionality of the TCF / Huntington network in nearby areas of work concentration, as reflected in the live / work connectivity patterns for the area. The closing branch is located in a small rural community with a population of ~1,000 and very limited daily needs providers, 14 minutes west of Edmore, MI and 25 minutes north of Greenville, MI. Less than 20% of the Lakeview population remains in Lakeview to work; most of the Lakeview population commutes to areas south for work, with 1/3 of those commuting to Greenville. TCF / Huntington operates a full-service location in Greenville, and additional full-service locations in key commuting destination cities (including Stanton and Rockford) - our presence in these locations is well-positioned to continue to support our customer base in Lakeview. We believe customer impact of closing its former location is minimized due to Lakeview customers already being accustomed to driving 25 minutes to Greenville for work as well as more robust daily/weekly needs; daily/weekly needs providers in Greenville include Walmart, Meijer, Dollar General and other retail. The nearest full-service location to this branch is TCF – Edmore (400 E Main St, Erdmore, MI) located 11.42 miles and 13.88 minutes away, and offers a drive-thru for convenience. Please see attached map.</p>

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
104	Legacy TCF Bank branch at: 3965 W US Hwy 10, Ludington, MI 49431 (Mason County)	Legacy TCF Bank branch at: 101 E Court St, Ludington, MI 49431 (Mason County)	3.44	The closure of the TCF - Ludington East Branch located at 3965 W US Hwy 10, Ludington, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Ludington Downtown (101 E Court St, Ludington, MI) located 3.44 miles and 7.03 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
105	Legacy TCF Bank branch at: 2592 S Van Dyke Rd, Marlette, MI 48453 (Sanilac County)	Legacy TCF Bank branch at: 629 W Sanilac Rd, Sandusky, MI 48471 (Sanilac County)	12.83	<p>Closure of the TCF - Marlette branch, located at 2592 S Van Dyke Rd, Marlette, MI, is driven by the convenience and functionality of the TCF / Huntington network in nearby areas of work concentration, as reflected in the live / work connectivity patterns for the area. The closing branch is located in a small rural community with a population of ~1,900, 19 minutes west of Sandusky – note that Sandusky is a work destination for nearly ¼ of Marlette residents. TCF / Huntington operates four (4) full-service locations in key commuting destination cities (Sandusky, Imlay City, Lapeer, Caro) - our presence in these locations is well-positioned to continue to support our customer base in Marlette. We believe customer impact of closing its former location is minimized due to established live/work patterns surrounding Marlette and TCF / Huntington full-service presence in those markets. The nearest full-service location to this branch is TCF - Sandusky (629 W Sanilac Rd, Sandusky, MI) located 12.83 miles and 18.78 minutes away, and offers multiple drive-thru lane convenience.</p>

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
106	Legacy TCF Bank branch at: 107 N Park Ave, Marshall, MI 49068 (Calhoun County)	Legacy TCF Bank branch at: 115 West Dr S, Marshall, MI 49068 (Calhoun County)	1.02	The closure of the TCF - Marshall Bank branch located at 107 N Park Ave, Marshall, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Marshall Main (115 West Dr S, Marshall, MI) located 1.02 miles and 3.23 minutes away. This full-service branch location offers a drive-thru for convenience.
107	Legacy TCF Bank branch at: 303 Arlington St, Middleville, MI 49333 (Barry County)	Legacy TCF Bank branch at: 627 E Main St SE, Caledonia, MI 49316 (Kent County)	5.64	The closure of the TCF - Middleville branch located at 303 Arlington St, Middleville, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Caledonia (627 E Main St SE, Caledonia, MI) located 5.64 miles and 7.29 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
108	Legacy TCF Bank branch at: 2106 N Saginaw Rd, Midland, MI 48640 (Midland County)	Legacy Huntington Bank branch at: 1709 N Saginaw Rd, Midland, MI 48640 (Midland County)	0.25	The closure of the TCF - Northwest branch located at 2106 N Saginaw Rd, Midland, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Midland Financial Center (1709 N Saginaw Rd, Midland, MI) located 0.25 miles and 0.60 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - Northwest branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
109	Legacy TCF Bank branch at: 318 Main St, Morrice, MI 48857 (Shiawassee County)	Legacy TCF Bank branch at: 310 N Shiawassee St, Corunna, MI 48817 (Shiawassee County)	10.43	<p>Closure of the TCF - Morrice branch, located at 318 Main St, Morrice, MI, is driven by the convenience and functionality of the TCF / Huntington network in nearby areas of work concentration, as reflected in the live / work connectivity patterns for the area. The nearest full-service location to this branch is TCF - Corunna (310 N. Shiawassee St, Corunna, MI) located 10.43 miles and 16.67 minutes away, and offers multiple drive-thru lanes and easy accessibility. The closing branch is an in-line location without drive-through convenience and with very limited other businesses in town. The closing branch has deposits of only \$25 million and performs a low number of teller transactions. The closing branch is located in a rural community with a population of ~920, located 30 minutes west of Flint and 17 minutes south of Owosso, with Owosso serving as a daily needs draw for Morrice residents. More than 90% of the population that resides in Morrice commutes to nearby communities for work, primarily north (Owosso) and west (Lansing). TCF / Huntington operates seven (7) full-service locations in key commuting destination cities (Owosso, Lansing, Okemos) - our presence in these locations is well-positioned to continue to support our customer base in Morrice. We believe customer impact of closing its former location is minimized due to Morrice customers already being accustomed to driving 15-20 minutes to Owosso for their daily/weekly needs; daily/weekly needs providers in Owosso include Meijer, Kroger, Aldi, Walmart and other retail. Post-closure of the TCF - Morrice branch, there will be 7 Huntington / TCF locations within 15 miles of its former location with 6 of those offering drive-through convenience.</p>

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
110	Legacy TCF Bank branch at: 281 Seminole Rd, Muskegon, MI 49444 (Muskegon County)	Legacy Huntington Bank branch at: 3580 Henry Street, Muskegon, MI 49441 (Muskegon County)	0.56	The closure of the TCF - Muskegon branch located at 281 Seminole Rd, Muskegon, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Norton (3580 Henry Street, Muskegon, MI) located 0.56 miles and 1.34 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - Muskegon branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.
111	Legacy TCF Bank branch at: 47500 Grand River Ave, Novi, MI 48374 (Oakland County)	Legacy Huntington Bank branch at: 49125 Grand River Ave, Novi, MI 48374 (Oakland County)	0.84	The closure of the TCF - Novi #3054 branch located at 47500 Grand River Ave, Novi, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Wixom (49125 Grand River Ave, Novi, MI) located 0.84 miles and 2.51 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - Novi #3054 branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
112	Legacy TCF Bank branch at: 2300 Midland Rd, Saginaw, MI 48603 (Saginaw County)	Legacy Huntington Bank branch at: 160 S River Rd, Saginaw, MI 48609 (Saginaw County)	1.94	The closure of the TCF - Saginaw Midland Rd Branch located at 2300 Midland Rd, Saginaw, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Shields (160 S River Rd, Saginaw, MI) located 1.94 miles and 4.42 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - Saginaw Midland Rd Branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.
113	Legacy TCF Bank branch at: 5420 Gratiot Road, Saginaw, MI 48638 (Saginaw County)	Legacy Huntington Bank branch at: 160 S River Rd, Saginaw, MI 48609 (Saginaw County)	1.49	The closure of the TCF - Saginaw-Gratiot branch located at 5420 Gratiot Road, Saginaw, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Shields (160 S River Rd, Saginaw, MI) located 1.49 miles and 2.32 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - Saginaw-Gratiot branch, there will be 7 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
114	Legacy TCF Bank branch at: 2600 S Cleveland Ave, Saint Joseph, MI 49085 (Berrien County)	Legacy TCF Bank branch at: 1711 W John Beers Rd, Stevensville, MI 49127 (Berrien County)	3.84	The closure of the TCF - St Joseph-Cleveland Avenue branch located at 2600 S Cleveland Ave, Saint Joseph, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Lakeshore (1711 W John Beers Rd, Stevensville, MI) located 3.84 miles and 6.12 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - St Joseph-Cleveland Avenue branch, there will be 6 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
115	Legacy TCF Bank branch at: 668 Unionville Rd, Sebewaing, MI 48759 (Huron County)	Legacy TCF Bank branch at: 240 N State St, Caro, MI 48723 (Tuscola County)	16.33	<p>Closure of the TCF – Sebewaing branch, located at 668 Unionville Rd, Sebewaing, MI, is driven by the convenience and functionality of the TCF / Huntington network in nearby areas of work concentration, as reflected in the live / work connectivity patterns for the area. The closing branch is located in a small rural community with a population of ~1,800, 25 minutes north of Caro and 25 minutes northwest of Cass City. More Sebewaing residents travel to Caro, Cass City and Bad Axe for work than remain in Sebewaing for work; TCF / Huntington operates full-service locations in each of these commuting destination cities, and our presence in these locations is well-positioned to continue to support our customer base in Sebewaing. We believe customer impact of closing its former location is minimized due to Sebewaing customers already being accustomed to traveling to work in nearby communities. The nearest full-service location to this branch is TCF – Caro Main (240 N State St, Caro, MI) located 16.33 miles and 24.92 minutes away, and offers multiple drive-thru lanes and easy accessibility.</p>

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
116	Legacy TCF Bank branch at: 2138 E Big Beaver Rd, Troy, MI 48083 (Oakland County)	Legacy Huntington Bank branch at: 2229 Metropolitan Parkway, Sterling Heights, MI 48310 (Macomb County)	1.02	The closure of the TCF - Troy East branch located at 2138 E Big Beaver Rd, Troy, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Metro Parkway (2229 Metropolitan Parkway, Sterling Heights, MI) located 1.02 miles and 2.36 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - Troy East branch, there will be 7 Huntington / TCF locations within 5 miles of its former location.
117	Legacy TCF Bank branch at: 2180 Dixie Hwy, Waterford, MI 48328 (Oakland County)	Legacy TCF Bank branch at: 4352 Highland Rd, Waterford, MI 48328 (Oakland County)	2.29	The closure of the TCF - North Pontiac branch located at 2180 Dixie Hwy, Waterford, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Waterford Township (4352 Highland Rd, Waterford, MI) located 2.29 miles and 5.98 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - North Pontiac branch, there will be 6 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
118	Legacy TCF Bank branch at: 9581 Riley St, Zeeland, MI 49464 (Ottawa County)	Legacy Huntington Bank branch at: 101 East Main Street, Zeeland, MI 49464 (Washtenaw County)	1.03	The closure of the TCF - Zeeland North branch located at 9581 Riley St, Zeeland, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Zeeland (101 East Main Street, Zeeland, MI) located 1.03 miles and 3.06 minutes away and situated in the downtown of Zeeland. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - Zeeland North branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.
119	Legacy TCF Bank branch at: 724 Boardman-Poland Rd, Boardman, OH 44512 (Mahoning County)	Legacy Huntington Bank branch at: 7235 South Ave., Youngstown, OH 44512 (Mahoning County)	0.42	The closure of the TCF - Boardman branch located at 724 Boardman-Poland Rd, Boardman, OH, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - South & 224 (7235 South Ave., Youngstown, OH) located 0.42 miles and 1.40 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - Boardman branch, there will be 8 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
120	Legacy TCF Bank branch at: 185 E Market St, Warren, OH 44481 (Trumbull County)	Legacy Huntington Bank branch at: 108 Main Ave. SW, Warren, OH 44481 (Trumbull County)	0.21	The closure of the TCF - Warren Oh Downtown branch located at 185 E Market St, Warren, OH, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is Huntington - Main & Market (108 Main Ave. SW, Warren, OH) located 0.21 miles and 0.81 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the TCF - Warren Oh Downtown branch, there will be 7 Huntington / TCF locations within 5 miles of its former location. Please see attached map.
121	Legacy Huntington Bank branch at: 2805 W Cheesman Rd, Alma, MI 48801 (Gratiot County)	Legacy TCF Bank branch at: 111 W Saginaw St, Saint Louis, MI 48880 (Gratiot County)	2.87	Closure of the Huntington Alma Meijer in-store, located at 2805 W Cheesman Rd, Alma, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF St. Louis (111 W Saginaw St, Saint Louis, MI) located 2.87 miles and 5.98 minutes away. This full-service branch location offers a drive-thru for convenience. Please see attached map.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
122	Legacy Huntington Bank branch at: 3145 Ann Arbor-Saline Rd, Ann Arbor, MI 48103 (Washtenaw County)	Legacy TCF Bank branch at: 2950 S State St, Ann Arbor, MI 48104 (Washtenaw County)	1.40	Closure of the Huntington Saline Rd Ann Arbor Meijer in-store, located at 3145 Ann Arbor-Saline Rd, Ann Arbor, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Ann Arbor (2950 S State St, Ann Arbor, MI) located 1.40 miles and 5.11 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Saline Rd Ann Arbor Meijer branch, there will be 6 Huntington / TCF locations within 5 miles of its former location.
123	Legacy Huntington Bank branch at: 5645 Jackson Rd, Ann Arbor, MI 48103 (Washtenaw County)	Legacy TCF Bank branch at: 1900 Pauline Blvd, Ann Arbor, MI 48103 (Washtenaw County)	3.73	Closure of the Huntington Scio Twp Meijer in-store, located at 5645 Jackson Rd, Ann Arbor, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Westside (1900 Pauline Blvd, Ann Arbor, MI) located 3.73 miles and 8.35 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Scio Twp Meijer branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
124	Legacy Huntington Bank branch at: 2191 Columbia Ave. West, Battle Creek, MI 49015 (Calhoun County)	Legacy TCF Bank branch at: 290 Columbia Ave E, Battle Creek, MI 49015 (Calhoun County)	2.45	Closure of the Huntington W Columbia Ave Meijer in-store, located at 2191 Columbia Ave. West, Battle Creek, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Battle Creek Riverside (290 Columbia Ave E, Battle Creek, MI) located 2.45 miles and 7.44 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - W Columbia Ave Meijer branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.
125	Legacy Huntington Bank branch at: 6405 B Drive North, Battle Creek, MI 49014 (Calhoun County)	Legacy TCF Bank branch at: 290 Columbia Ave E, Battle Creek, MI 49015 (Calhoun County)	2.55	Closure of the Huntington Beckley Rd Meijer in-store, located at 6405 B Drive North, Battle Creek, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Battle Creek Riverside (290 Columbia Ave E, Battle Creek, MI) located 2.55 miles and 5.82 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
126	Legacy Huntington Bank branch at: 595 N Pine Rd, Bay City, MI 48708 (Bay County)	Legacy TCF Bank branch at: 3101 Center Ave, Essexville, MI 48732 (Bay County)	0.87	Closure of the Huntington Hampton Township Meijer in-store, located at 595 N Pine Rd, Bay City, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Hampton Township (3101 Center Ave, Essexville, MI) located 0.87 miles and 2.60 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Hampton Township Meijer branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.
127	Legacy Huntington Bank branch at: 701 Washington Ave, Bay City, MI 48708 (Bay County)	Legacy TCF Bank branch at: 21 E Main St, Bay City, MI 48708 (Bay County)	0.46	The closure of the Huntington - Downtown Bay City branch located at 701 Washington Ave, Bay City, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Bay City Main Rivers Edge (21 E Main St, Bay City, MI) located 0.46 miles and 2.46 minutes away. This full-service branch location offers a walk-up ATM for convenience. The TCF Seventh Street drive-thru (600 Washington Avenue) is 0.6 minutes away and offers the convenience of drive-thru banking and a drive-up ATM. Post-closure of the Huntington - Downtown Bay City branch, there will be 6 additional Huntington / TCF locations within 5 miles of its former location. Please see attached map.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
128	Legacy Huntington Bank branch at: 9515 Birch Run Rd, Birch Run, MI 48415 (Saginaw County)	Legacy Huntington Bank branch at: 2161 W Vienna Rd, Clio, MI 48420 (Genesee County)	5.78	Closure of the Huntington Birch Run Meijer in-store, located at 9515 Birch Run Rd, Birch Run, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Clio Square (2161 W Vienna Rd, Clio, MI) located 5.78 miles and 8.42 minutes away. This full-service branch location offers a drive-thru for convenience.
129	Legacy Huntington Bank branch at: G-2333 S. Center Rd, Burton, MI 48519 (Genesee County)	Legacy Huntington Bank branch at: 4280 E Court St, Burton, MI 48509 (Genesee County)	1.73	Closure of the Huntington S Center Rd Meijer in-store, located at G-2333 S. Center Rd, Burton, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Burton MI (4280 E Court St, Burton, MI) located 1.73 miles and 6.02 minutes away. Post-closure of the Huntington - S Center Rd Meijer branch, there will be 6 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
130	Legacy Huntington Bank branch at: 8605 East 34 Road, Cadillac, MI 49601 (Wexford County)	Legacy Huntington Bank branch at: 103 N Mitchell St, Cadillac, MI 49601 (Wexford County)	2.31	Closure of the Huntington Cadillac Meijer in-store, located at 8605 East 34 Road, Cadillac, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Cadillac Main (103 N Mitchell St, Cadillac, MI) located 2.31 miles and 4.38 minutes away. The Huntington remote drive-thru location (138 W Harris Street) offers the convenience of drive-thru banking and a drive-up ATM. Post-closure of the Huntington - Cadillac Meijer branch, there will be 2 additional Huntington / TCF locations within 5 miles of its former location.
131	Legacy Huntington Bank branch at: 3700 17 Mile Rd, Cedar Springs, MI 49319 (Kent County)	Legacy TCF Bank branch at: 6011 W River Dr NE, Belmont, MI 49306 (Kent County)	10.63	Closure of the Huntington Cedar Springs Meijer in-store, located at 3700 17 Mile Rd, Cedar Springs, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Belmont (6011 W River Dr NE, Belmont, MI) located 10.63 miles and 12.73 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
132	Legacy Huntington Bank branch at: 1167 East Clinton Trail, Charlotte, MI 48813 (Eaton County)	Legacy Huntington Bank branch at: 6101 W Saginaw Hwy, Lansing, MI 48917 (Eaton County)	15.67	Closure of the Huntington Charlotte Meijer in-store, located at 1167 East Clinton Trail, Charlotte, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington West Saginaw Highway (6101 W Saginaw Hwy, Lansing, MI) located 15.67 miles and 19.63 minutes away. This full-service branch location offers a drive-thru for convenience.
133	Legacy Huntington Bank branch at: 40445 S Groesbeck Hwy, Clinton Twp, MI 48036 (Macomb County)	Legacy TCF Bank branch at: 100 N Main St, Mount Clemens, MI 48043 (Macomb County)	1.39	Closure of the Huntington Clinton Twp Meijer in-store, located at 40445 S Groesbeck Hwy, Clinton Twp, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Mt Clemens (100 N Main St, Mount Clemens, MI) located 1.39 miles and 5.45 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Clinton Twp Meijer branch, there will be 10 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
134	Legacy Huntington Bank branch at: 2591 E. M21, Corunna, MI 48817 (Shiawassee County)	Legacy TCF Bank branch at: 1345 E M 21, Owosso, MI 48867 (Shiawassee County)	1.56	Closure of the Huntington Corunna Meijer in-store, located at 2591 E. M21, Corunna, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Owosso East (1345 E M 21, Owosso, MI) located 1.56 miles and 2.65 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Corunna Meijer branch, there will be 4 Huntington / TCF locations within 5 miles of its former location.
135	Legacy Huntington Bank branch at: 8089 Lapeer Rd, Davison, MI 48423 (Genesee County)	Legacy TCF Bank branch at: 727 S State Rd, Davison, MI 48423 (Genesee County)	1.92	Closure of the Huntington Davison Meijer in-store, located at 8089 Lapeer Rd, Davison, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Davison (727 S State Rd, Davison, MI) located 1.92 miles and 3.98 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Davison Meijer branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
136	Legacy Huntington Bank branch at: 1301 8 Mile Rd, Detroit, MI 48203 (Wayne County)	Legacy Huntington Bank branch at: 306 West Nine Mile Road, Ferndale, MI 48220 (Oakland County)	1.40	Closure of the Huntington 8 Mile Rd Meijer in-store, located at 1301 8 Mile Rd, Detroit, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Ferndale (306 West Nine Mile Road, Ferndale, MI) located 1.40 miles and 6.16 minutes away. Post-closure of the Huntington - 8 Mile Rd Meijer branch, there will be 7 Huntington / TCF locations within 5 miles of its former location. Please see attached map.
137	Legacy Huntington Bank branch at: 21431 Grand River Ave, Detroit, MI 48219 (Wayne County)	Legacy Huntington Bank branch at: 25719 Grand River Avenue, Redford, MI 48240 (Wayne County)	2.58	Closure of the Huntington Grand River Ave Detroit Meijer in-store, located at 21431 Grand River Ave, Detroit, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Redford (25719 Grand River Avenue, Redford, MI) located 2.58 miles and 6.55 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Grand River Ave Detroit Meijer branch, there will be 3 Huntington / TCF locations within 5 miles of its former location. Please see attached map.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
138	Legacy Huntington Bank branch at: 12821 Cross Over Dr, DeWitt, MI 48820 (Clinton County)	Legacy Huntington Bank branch at: 2017 Lake Lansing Rd, Lansing, MI 48912 (Ingham County)	4.75	Closure of the Huntington DeWitt Meijer in-store, located at 12821 Cross Over Dr, DeWitt, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Lakewood (2017 Lake Lansing Rd, Lansing, MI) located 4.75 miles and 7.89 minutes away. This full-service branch location offers a drive-thru for convenience.
139	Legacy Huntington Bank branch at: 2030 S River Rd, East China, MI 48054 (Saint Clair County)	Legacy TCF Bank branch at: 270 Clinton Ave, Saint Clair, MI 48079 (St Clair County)	1.13	The closure of the Huntington - St. Clair branch located at 2030 S River Rd, East China, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - St. Clair (270 Clinton Ave, Saint Clair, MI) located 1.13 miles and 2.40 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
140	Legacy Huntington Bank branch at: 1350 W Lake Lansing Rd, East Lansing, MI 48823 (Ingham County)	Legacy Huntington Bank branch at: 2017 Lake Lansing Rd, Lansing, MI 48912 (Ingham County)	1.13	Closure of the Huntington East Lansing Meijer in-store, located at 1350 W Lake Lansing Rd, East Lansing, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Lakewood (2017 Lake Lansing Rd, Lansing, MI) located 1.13 miles and 4.51 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - East Lansing Meijer branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.
141	Legacy Huntington Bank branch at: 7157 E Saginaw St, East Lansing, MI 48823 (Clinton County)	Legacy Huntington Bank branch at: 5050 Marsh Rd, Okemos, MI 48864 (Ingham County)	3.26	Closure of the Huntington Bath Township Meijer in-store, located at 7157 E Saginaw St, East Lansing, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Okemos (5050 Marsh Rd, Okemos, MI) located 3.26 miles and 7.88 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Bath Township Meijer branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
142	Legacy Huntington Bank branch at: 505 N 26th Street, Escanaba, MI 49829 (Delta County)	Legacy Huntington Bank branch at: 1000 Carpenter Ave, Iron Mountain, MI 49801 (Dickinson County)	47.59	Closure of the Huntington Escanaba Meijer in-store, located at 505 N 26th Street, Escanaba, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. there will be five (5) remaining competitors in the town of Escanaba, including First Bancshares (x2), S.B.E. Corporation, Baybank, and Flagstar, that offer drive-thru convenience. The nearest full-service location to this in-store is Huntington Iron Mountain (1000 Carpenter Ave, Iron Mountain, MI) located 47.59 miles and 60.88 minutes away. Please see attached map.
143	Legacy Huntington Bank branch at: 26100 Vreeland Rd, Flat Rock, MI 48134 (Wayne County)	Legacy TCF Bank branch at: 16350 Fort St, Southgate, MI 48195 (Wayne County)	7.64	Closure of the Huntington Flat Rock Meijer in-store, located at 26100 Vreeland Rd, Flat Rock, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Southgate (16350 Fort St, Southgate, MI) located 7.64 miles and 16.23 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
144	Legacy Huntington Bank branch at: 4145 24th Ave, Fort Gratiot, MI 48059 (Saint Clair County)	Legacy TCF Bank branch at: 4778 24th Ave, Fort Gratiot, MI 48059 (St. Clair County)	1.25	The closure of the Huntington - Fort Gratiot branch located at 4145 24th Ave, Fort Gratiot, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Fort Gratiot (4778 24th Ave, Fort Gratiot, MI) located 1.25 miles and 3.23 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Fort Gratiot branch, there will be 4 Huntington / TCF locations within 5 miles of its former location. Please see attached map.
145	Legacy Huntington Bank branch at: 250 Meijer Dr, Suite C, Gaylord, MI 49735 (Otsego County)	Legacy Huntington Bank branch at: 100 E Main St, Gaylord, MI 49735 (Otsego County)	2.47	Closure of the Huntington Gaylord Meijer in-store, located at 250 Meijer Dr, Suite C, Gaylord, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Gaylord Downtown (100 E Main St, Gaylord, MI) located 2.47 miles and 6.07 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
146	Legacy Huntington Bank branch at: 730 E Saginaw Hwy, Grand Ledge, MI 48837 (Eaton County)	Legacy Huntington Bank branch at: 6101 W Saginaw Hwy, Lansing, MI 48917 (Eaton County)	5.33	Closure of the Huntington Grand Ledge Meijer in-store, located at 730 E Saginaw Hwy, Grand Ledge, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington West Saginaw Highway (6101 W Saginaw Hwy, Lansing, MI) located 5.33 miles and 9.70 minutes away. This full-service branch location offers a drive-thru for convenience.
147	Legacy Huntington Bank branch at: 1540 28th Street, Grand Rapids, MI 49508 (Kent County)	Legacy Huntington Bank branch at: 1949 44th Street SE, Grand Rapids, MI 49508-5007 (Kent County)	1.97	Closure of the Huntington 28th & Kalamazoo Meijer in-store, located at 1540 28th Street, Grand Rapids, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Eastcastle (1949 44th Street SE, Grand Rapids, MI) located 1.97 miles and 5.12 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - 28th & Kalamazoo Meijer branch, there will be 7 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
148	Legacy Huntington Bank branch at: 1997 E Beltline Ave NE, Grand Rapids, MI 49525 (Kent County)	Legacy Huntington Bank branch at: 3970 Plainfield Avenue NE, Grand Rapids, MI 49525 (Kent County)	2.91	Closure of the Huntington Knapps Corner Meijer in-store, located at 1997 E Beltline Ave NE, Grand Rapids, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Plainfield Avenue (3970 Plainfield Avenue Ne, Grand Rapids, MI) located 2.91 miles and 8.52 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Knapps Corner Meijer branch, there will be 7 Huntington / TCF locations within 5 miles of its former location.
149	Legacy Huntington Bank branch at: 2425 Alpine Ave NW, Grand Rapids, MI 49544 (Kent County)	Legacy Huntington Bank branch at: 2628 Alpine Avenue NW, Grand Rapids, MI 49544 (Kent County)	0.27	Closure of the Huntington Walker Meijer in-store, located at 2425 Alpine Ave NW, Grand Rapids, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Alpine (2628 Alpine Avenue Nw, Grand Rapids, MI) located 0.27 miles and 0.83 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Walker Meijer branch, there will be 7 Huntington / TCF locations within 5 miles of its former location. Please see attached map.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
150	Legacy Huntington Bank branch at: 315 Wilson Ave NW, Grand Rapids, MI 49534 (Kent County)	Legacy Huntington Bank branch at: 3901 Lake Michigan Drive NW, Grand Rapids, MI 49534 (Kent County)	0.76	Closure of the Huntington Standale Meijer in-store, located at 315 Wilson Ave NW, Grand Rapids, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Standale (3901 Lake Michigan Drive Nw, Grand Rapids, MI) located 0.76 miles and 2.52 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Standale Meijer branch, there will be 4 Huntington / TCF locations within 5 miles of its former location.
151	Legacy Huntington Bank branch at: 3757 Plainfield Ave NE, Grand Rapids, MI 49526 (Kent County)	Legacy Huntington Bank branch at: 3970 Plainfield Avenue NE, Grand Rapids, MI 49525 (Kent County)	0.47	Closure of the Huntington Plainfield Ave Meijer in-store, located at 3757 Plainfield Ave NE, Grand Rapids, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Plainfield Avenue (3970 Plainfield Avenue Ne, Grand Rapids, MI) located 0.47 miles and 2.25 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Plainfield Ave Meijer branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
152	Legacy Huntington Bank branch at: 5531 28th St SE, Grand Rapids, MI 49512 (Kent County)	Legacy Huntington Bank branch at: 6174 28th Street SE, Grand Rapids, MI 49546 (Kent County)	0.87	Closure of the Huntington Cascade Meijer in-store, located at 5531 28th St SE, Grand Rapids, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Cascade (6174 28th Street Southeast, Grand Rapids, MI) located 0.87 miles and 2.92 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Cascade Meijer branch, there will be 4 Huntington / TCF locations within 5 miles of its former location.
153	Legacy Huntington Bank branch at: 611 E Grand River Ave, Howell, MI 48843 (Livingston County)	Legacy TCF Bank branch at: 3857 E Grand River Ave, Howell, MI 48843 (Livingston County)	2.65	The closure of the Huntington - Howell branch located at 611 E Grand River Ave, Howell, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Howell (3857 E Grand River Ave, Howell, MI) located 2.65 miles and 5.37 minutes away. This full-service branch location offers a drive-thru for convenience. Please see attached map.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
154	Legacy Huntington Bank branch at: 2770 S State Rd, Ionia, MI 48846 (Ionia County)	Legacy Huntington Bank branch at: 1235 East Bridge Street, Portland, MI 48875 (Ionia County)	10.87	Closure of the Huntington Ionia Meijer in-store, located at 2770 S State Rd, Ionia, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Portland (1235 East Bridge Street, Portland, MI) located 10.87 miles and 16.79 minutes away. This full-service branch location offers a drive-thru for convenience.
155	Legacy Huntington Bank branch at: 2777 Airport Road, Jackson, MI 49202 (Jackson County)	Legacy Huntington Bank branch at: 1111 W North St, Jackson, MI 49202 (Jackson County)	1.45	Closure of the Huntington Airport Rd Meijer in-store, located at 2777 Airport Road, Jackson, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington North Street (1111 W North St, Jackson, MI) located 1.45 miles and 5.81 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Airport Rd Meijer branch, there will be 3 Huntington / TCF locations within 5 miles of its former location. Please see attached map.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
156	Legacy Huntington Bank branch at: 3333 E Michigan Ave, Jackson, MI 49202 (Jackson County)	Legacy Huntington Bank branch at: 1111 W North St, Jackson, MI 49202 (Jackson County)	3.49	Closure of the Huntington E Michigan Ave Meijer in-store, located at 3333 E Michigan Ave, Jackson, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington North Street (1111 W North St, Jackson, MI) located 3.49 miles and 10.02 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - E Michigan Ave Meijer branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.
157	Legacy Huntington Bank branch at: 4300 W Main St, Kalamazoo, MI 49006 (Kalamazoo County)	Legacy TCF Bank branch at: 6080 W Main St, Kalamazoo, MI 49009 (Kalamazoo County)	1.41	The closure of the Huntington - Kalamazoo West Main branch located at 4300 W Main St, Kalamazoo, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - West Kal (6080 W Main St, Kalamazoo, MI) located 1.41 miles and 3.35 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Kalamazoo West Main branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
158	Legacy Huntington Bank branch at: 5125 W Saginaw Hwy, Lansing, MI 48917 (Eaton County)	Legacy Huntington Bank branch at: 6101 W Saginaw Hwy, Lansing, MI 48917 (Eaton County)	0.67	Closure of the Huntington W Saginaw Meijer in-store, located at 5125 W Saginaw Hwy, Lansing, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington West Saginaw Highway (6101 W Saginaw Hwy, Lansing, MI) located 0.67 miles and 2.44 minutes away. This full-service branch location offers a drive-thru for convenience.
159	Legacy Huntington Bank branch at: 6200 S. Pennsylvania Ave, Lansing, MI 48911 (Ingham County)	Legacy Huntington Bank branch at: 2285 Cedar St, Holt, MI 48842 (Ingham County)	1.55	Closure of the Huntington S Pennsylvania Ave Meijer in-store, located at 6200 S. Pennsylvania Ave, Lansing, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Holt (2285 Cedar St, Holt, MI) located 1.55 miles and 4.96 minutes away. This full-service branch location offers a drive-thru for convenience. Please see attached map.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
160	Legacy Huntington Bank branch at: 1555 DeMille Rd, Lapeer, MI 48446 (Lapeer County)	Legacy TCF Bank branch at: 567 E Genesee St, Lapeer, MI 48446 (Lapeer County)	1.53	Closure of the Huntington Lapeer Meijer in-store, located at 1555 DeMille Rd, Lapeer, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Lapeer (567 E Genesee St, Lapeer, MI) located 1.53 miles and 7.70 minutes away. This full-service branch location offers a drive-thru for convenience. Please see attached map.
161	Legacy Huntington Bank branch at: 36865 26 Mile Rd, Lenox, MI 48048 (Macomb County)	Legacy Huntington Bank branch at: 50650 North Gratiot Avenue, Chesterfield, MI 48051 (Macomb County)	5.81	Closure of the Huntington Lenox TWP Meijer in-store, located at 36865 26 Mile Rd, Lenox, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Chesterfield (50650 North Gratiot Avenue, Chesterfield, MI) located 5.81 miles and 8.43 minutes away. This full-service branch location offers a drive-thru for convenience. Please see attached map.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
162	Legacy Huntington Bank branch at: 3710 Dix Highway, Lincoln Park, MI 48146 (Wayne County)	Legacy TCF Bank branch at: 16350 Fort St, Southgate, MI 48195 (Wayne County)	3.02	Closure of the Huntington Lincoln Park Meijer in-store, located at 3710 Dix Highway, Lincoln Park, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Southgate (16350 Fort St, Southgate, MI) located 3.02 miles and 10.01 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Lincoln Park Meijer branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.
163	Legacy Huntington Bank branch at: 13000 Middlebelt Rd, Livonia, MI 48150 (Wayne County)	Legacy TCF Bank branch at: 13401 Middlebelt Rd, Livonia, MI 48150 (Wayne County)	0.23	Closure of the Huntington Livonia Meijer in-store, located at 13000 Middlebelt Rd, Livonia, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Middlebelt Road (13401 Middlebelt Rd, Livonia, MI) located 0.23 miles and 1.45 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Livonia Meijer branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
164	Legacy Huntington Bank branch at: 30207 Plymouth Road, Livonia, MI 48150 (Wayne County)	Legacy TCF Bank branch at: 13401 Middlebelt Rd, Livonia, MI 48150 (Wayne County)	0.89	The closure of the Huntington - Wonderland branch located at 30207 Plymouth Road, Livonia, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Middlebelt Road (13401 Middlebelt Rd, Livonia, MI) located 0.89 miles and 2.88 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Wonderland branch, there will be 5 Huntington / TCF locations within 5 miles of its former location.
165	Legacy Huntington Bank branch at: 11901 Fulton St E, Lowell, MI 49334 (Kent County)	Legacy Huntington Bank branch at: 414 East Main Street, Lowell, MI 49331 (Kent County)	2.29	Closure of the Huntington Lowell Meijer in-store, located at 11901 Fulton St E, Lowell, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Lowell (414 East Main Street, Lowell, MI) located 2.29 miles and 4.48 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
166	Legacy Huntington Bank branch at: 3900 W. US Highway 10, Ludington, MI 49431 (Mason County)	Legacy TCF Bank branch at: 101 E Court St, Ludington, MI 49431 (Mason County)	3.50	Closure of the Huntington Ludington Meijer in-store, located at 3900 W. US Highway 10, Ludington, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Ludington Downtown (101 E Court St, Ludington, MI) located 3.50 miles and 7.17 minutes away. This full-service branch location offers a drive-thru for convenience.
167	Legacy Huntington Bank branch at: 1005 E 13 Mile Rd, Madison Heights, MI 48071 (Oakland County)	Legacy TCF Bank branch at: 1800 E Twelve Mile Rd, Madison Heights, MI 48071 (Oakland County)	1.34	Closure of the Huntington Madison Heights Meijer in-store, located at 1005 E 13 Mile Rd, Madison Heights, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Madison Heights (1800 E Twelve Mile Rd, Madison Heights, MI) located 1.34 miles and 4.90 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Madison Heights Meijer branch, there will be 11 Huntington / TCF locations within 5 miles of its former location. Please see attached map.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
168	Legacy Huntington Bank branch at: 3630 US 41 West, Marquette, MI 49855 (Marquette County)	Legacy Huntington Bank branch at: 1930 US 41 W, Marquette, MI 49855 (Marquette County)	2.05	Closure of the Huntington Marquette Meijer in-store, located at 3630 US 41 West, Marquette, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Marquette (1930 US 41 W, Marquette, MI) located 2.05 miles and 4.04 minutes away. This full-service branch location offers a drive-thru for convenience.
169	Legacy Huntington Bank branch at: 550 Hull Rd, Mason, MI 48854 (Ingham County)	Legacy Huntington Bank branch at: 2285 Cedar St, Holt, MI 48842 (Ingham County)	6.99	Closure of the Huntington Mason Meijer in-store, located at 550 Hull Rd, Mason, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Holt (2285 Cedar St, Holt, MI) located 6.99 miles and 11.24 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
170	Legacy Huntington Bank branch at: 5300 Harvey St, Muskegon, MI 49444 (Muskegon County)	Legacy Huntington Bank branch at: 1775 East Apple Avenue, Muskegon, MI 49442 (Muskegon County)	5.77	Closure of the Huntington Fruitport Twp Meijer in-store, located at 5300 Harvey St, Muskegon, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Apple (1775 East Apple Avenue, Muskegon, MI) located 5.77 miles and 7.34 minutes away. This full-service branch location offers a drive-thru for convenience.
171	Legacy Huntington Bank branch at: 700 W Norton Ave, Muskegon, MI 49441 (Muskegon County)	Legacy Huntington Bank branch at: 3580 Henry Street, Muskegon, MI 49441 (Muskegon County)	0.35	Closure of the Huntington Muskegon Meijer in-store, located at 700 W Norton Ave, Muskegon, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Norton (3580 Henry Street, Muskegon, MI) located 0.35 miles and 1.43 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Muskegon Meijer branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
172	Legacy Huntington Bank branch at: 51066 Washington St, New Baltimore, MI 48047 (Macomb County)	Legacy TCF Bank branch at: 32900 23 Mile Rd, New Baltimore, MI 48047 (Macomb County)	2.20	The closure of the Huntington - New Baltimore branch located at 51066 Washington St, New Baltimore, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Chesterfield Township (32900 23 Mile Rd, New Baltimore, MI) located 2.20 miles and 4.12 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - New Baltimore branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.
173	Legacy Huntington Bank branch at: 929 South 11th Street, Niles, MI 49120 (Berrien County)	Legacy TCF Bank branch at: 407 E Main St, Niles, MI 49120 (Berrien County)	0.89	The closure of the Huntington - Stadium branch located at 929 South 11th Street, Niles, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Niles Main Office (407 E Main St, Niles, MI) located 0.89 miles and 2.67 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
174	Legacy Huntington Bank branch at: 1345 N M 52, Owosso, MI 48867 (Shiawassee County)	Legacy TCF Bank branch at: 100 E Main St, Owosso, MI 48867 (Shiawassee County)	1.24	The closure of the Huntington - Owosso branch located at 1345 N M 52, Owosso, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Owosso Main (100 E Main St, Owosso, MI) located 1.24 miles and 3.87 minutes away. There is also a Remote Drive-Through only location (301 S. Washington St., Owosso, MI) located 1.38 miles and 4.16 minutes away. Post-closure of the Huntington - Owosso branch, there will be 4 Huntington / TCF locations within 5 miles of its former location.
175	Legacy Huntington Bank branch at: 900 N Lapeer Rd, Oxford, MI 48371 (Oakland County)	Legacy TCF Bank branch at: 471 S Broadway St, Lake Orion, MI 48362 (Oakland County)	4.68	Closure of the Huntington Oxford Meijer in-store, located at 900 N Lapeer Rd, Oxford, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Lake Orion (471 S Broadway St, Lake Orion, MI) located 4.68 miles and 10.07 minutes away. This full-service branch location offers a drive-thru for convenience. Please see attached map.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
176	Legacy Huntington Bank branch at: 5121 S Westnedge Ave, Portage, MI 49002 (Kalamazoo County)	Legacy TCF Bank branch at: 1910 Parkview Ave, Kalamazoo, MI 49008 (Kalamazoo County)	1.71	Closure of the Huntington S Westnedge Ave Portage Meijer in-store, located at 5121 S Westnedge Ave, Portage, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Kalamazoo Midtown (1910 Parkview Ave, Kalamazoo, MI) located 1.71 miles and 5.33 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - S Westnedge Ave Portage Meijer branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.
177	Legacy Huntington Bank branch at: 8850 Shaver Rd, Portage, MI 49024 (Kalamazoo County)	Legacy Huntington Bank branch at: 416 W Centre Ave, Portage, MI 49024 (Kalamazoo County)	0.85	Closure of the Huntington Shaver Rd Portage Meijer in-store, located at 8850 Shaver Rd, Portage, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Portage Landings (416 W Centre Ave, Portage, MI) located 0.85 miles and 2.92 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Shaver Rd Portage Meijer branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
178	Legacy Huntington Bank branch at: 3610 Marketplace Circle, Rochester Hills, MI 48309 (Oakland County)	Legacy TCF Bank branch at: 200 E Auburn Rd, Rochester Hills, MI 48307 (Oakland County)	4.08	Closure of the Huntington Marketplace Circle Meijer in-store, located at 3610 Marketplace Circle, Rochester Hills, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Rochester Hills 2 (200 E Auburn Rd, Rochester Hills, MI) located 4.08 miles and 10.05 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Marketplace Circle Meijer branch, there will be 6 Huntington / TCF locations within 5 miles of its former location. Please see attached map.
179	Legacy Huntington Bank branch at: 2799 10 Mile Rd NE, Rockford, MI 49341 (Kent County)	Legacy TCF Bank branch at: 6011 W River Dr NE, Belmont, MI 49306 (Kent County)	3.78	Closure of the Huntington Rockford Meijer in-store, located at 2799 10 Mile Rd NE, Rockford, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Belmont (6011 W River Dr NE, Belmont, MI) located 3.78 miles and 7.04 minutes away. This full-service branch location offers a drive-thru for convenience

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
180	Legacy Huntington Bank branch at: 3360 Tittabawassee Rd, Saginaw, MI 48604 (Saginaw County)	Legacy TCF Bank branch at: 4955 Bay Rd, Saginaw, MI 48604 (Saginaw County)	0.40	Closure of the Huntington Tittabawassee Rd Saginaw Meijer in-store, located at 3360 Tittabawassee Rd, Saginaw, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Fashion Square (4955 Bay Rd, Saginaw, MI) located 0.40 miles and 1.10 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Tittabawassee Rd Saginaw Meijer branch, there will be 6 Huntington / TCF locations within 5 miles of its former location.
181	Legacy Huntington Bank branch at: 8400 Gratiot Rd, Saginaw, MI 48609 (Saginaw County)	Legacy Huntington Bank branch at: 160 S River Rd, Saginaw, MI 48609 (Saginaw County)	1.38	Closure of the Huntington Gratiot Rd Saginaw Meijer in-store, located at 8400 Gratiot Rd, Saginaw, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Shields (160 S River Rd, Saginaw, MI) located 1.38 miles and 3.76 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Gratiot Rd Saginaw Meijer branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
182	Legacy Huntington Bank branch at: 1138 W 3 Mile Rd, Sault Saint Marie, MI 49783 (Chippewa County)	Legacy Huntington Bank branch at: 511 Ashmun Street, Sault Saint Marie, MI 49783 (Chippewa County)	2.96	Closure of the Huntington Sault Saint Marie Meijer in-store, located at 1138 W 3 Mile Rd, Sault Saint Marie, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Sault Saint Marie (511 Ashmun Street, Sault Saint Marie, MI) located 2.96 miles and 7.34 minutes away. This full-service branch location offers a drive-thru for convenience.
183	Legacy Huntington Bank branch at: 13630 21 Mile Road, Shelby Township, MI 48315 (Macomb County)	Legacy TCF Bank branch at: 45133 Hayes Rd, Shelby Township, MI 48315 (Macomb County)	1.27	The closure of the Huntington - Twenty-One Mile branch located at 13630 21 Mile Road, Shelby Township, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Shelby Township (45133 Hayes Rd, Shelby Township, MI) located 1.27 miles and 3.91 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Twenty-One Mile branch, there will be 7 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
184	Legacy Huntington Bank branch at: 20000 Twelve Mile Rd, Southfield, MI 48076 (Oakland County)	Legacy TCF Bank branch at: 17535 W 12 Mile Rd, Lathrup Village, MI 48076 (Oakland County)	1.10	The closure of the Huntington - Southfield Twelve Mile branch located at 20000 Twelve Mile Rd, Southfield, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Southfield (17535 W 12 Mile Rd, Lathrup Village, MI) located 1.10 miles and 2.41 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Southfield Twelve Mile branch, there will be 7 Huntington / TCF locations within 5 miles of its former location.
185	Legacy Huntington Bank branch at: 26336 W Twelve Mile Road, Southfield, MI 48034-1768 (Oakland County)	Legacy TCF Bank branch at: 24805 W 12 Mile Rd, Southfield, MI 48034 (Oakland County)	0.87	The closure of the Huntington - Northwestern & 12 Mile branch located at 26336 W Twelve Mile Road, Southfield, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Southfield (24805 W 12 Mile Rd, Southfield, MI) located 0.87 miles and 1.63 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Northwestern & 12 Mile branch, there will be 6 Huntington / TCF locations within 5 miles of its former location. Please see attached map.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
186	Legacy Huntington Bank branch at: 12820 Fort St, Southgate, MI 48195 (Wayne County)	Legacy TCF Bank branch at: 16350 Fort St, Southgate, MI 48195 (Wayne County)	1.78	The closure of the Huntington - Southgate branch located at 12820 Fort St, Southgate, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Southgate (16350 Fort St, Southgate, MI) located 1.78 miles and 4.40 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Southgate branch, there will be 3 Huntington / TCF locations within 5 miles of its former location.
187	Legacy Huntington Bank branch at: 4141 Morrish Rd, Swartz Creek, MI 48473 (Genesee County)	Legacy Huntington Bank branch at: 4584 Miller Rd, Flint, MI 48507 (Genesee County)	2.89	Closure of the Huntington Swartz Creek Meijer in-store, located at 4141 Morrish Rd, Swartz Creek, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Miller Road (4584 Miller Rd, Flint, MI) located 2.89 miles and 7.24 minutes away. Post-closure of the Huntington - Swartz Creek Meijer branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
188	Legacy Huntington Bank branch at: 14640 Pardee Rd, Taylor, MI 48180 (Wayne County)	Legacy TCF Bank branch at: 22226 Ecorse Rd, Taylor, MI 48180 (Wayne County)	3.86	Closure of the Huntington Taylor Meijer in-store, located at 14640 Pardee Rd, Taylor, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Taylor (22226 Ecorse Rd, Taylor, MI) located 3.86 miles and 8.67 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Taylor Meijer branch, there will be 2 Huntington / TCF locations within 5 miles of its former location.
189	Legacy Huntington Bank branch at: 9895 Telegraph Rd, Taylor, MI 48180-3332 (Wayne County)	Legacy TCF Bank branch at: 22226 Ecorse Rd, Taylor, MI 48180 (Wayne County)	1.71	The closure of the Huntington - Taylor branch located at 9895 Telegraph Rd, Taylor, MI, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Taylor (22226 Ecorse Rd, Taylor, MI) located 1.71 miles and 3.92 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Taylor branch, there will be 4 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
190	Legacy Huntington Bank branch at: 800 S. US 131, Three Rivers, MI 49093 (St. Joseph County)	Legacy Huntington Bank branch at: 416 W Centre Ave, Portage, MI 49024 (Kalamazoo County)	18.64	Closure of the Huntington Three Rivers Meijer in-store, located at 800 S. US 131, Three Rivers, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Portage Landings (416 W Centre Ave, Portage, MI) located 18.64 miles and 25.61 minutes away. This full-service branch location offers a drive-thru for convenience.
191	Legacy Huntington Bank branch at: 29505 Mound Rd, Warren, MI 48092 (Macomb County)	Legacy TCF Bank branch at: 1800 E Twelve Mile Rd, Madison Heights, MI 48071 (Oakland County)	1.98	Closure of the Huntington Warren Meijer in-store, located at 29505 Mound Rd, Warren, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Madison Heights (1800 E Twelve Mile Rd, Madison Heights, MI) located 1.98 miles and 5.89 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Warren Meijer branch, there will be 7 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
192	Legacy Huntington Bank branch at: 6001 Highland Rd, White Lake, MI 48383 (Oakland County)	Legacy TCF Bank branch at: 7698 Cooley Lake Rd, Waterford, MI 48327 (Oakland County)	5.48	Closure of the Huntington White Lake Twp Meijer in-store, located at 6001 Highland Rd, White Lake, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Union Lake (7698 Cooley Lake Rd, Waterford, MI) located 5.48 miles and 12.35 minutes away. This full-service branch location offers a drive-thru for convenience.
193	Legacy Huntington Bank branch at: 4900 M 72 E, Williamsburg, MI 49690 (Grand Traverse County)	Legacy TCF Bank branch at: 625 S Garfield Ave, Traverse City, MI 49686 (Grand Traverse County)	5.86	Closure of the Huntington Acme Meijer in-store, located at 4900 M 72 E, Williamsburg, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Traverse City Campus Plaza (1227 East Front Street, Traverse City, MI) located 5.58 miles and 10.97 minutes away. This full-service branch location offers a drive-thru for convenience.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
194	Legacy Huntington Bank branch at: 22600 Allen Rd, Woodhaven, MI 48183 (Wayne County)	Legacy TCF Bank branch at: 16350 Fort St, Southgate, MI 48195 (Wayne County)	3.79	Closure of the Huntington Woodhaven Meijer in-store, located at 22600 Allen Rd, Woodhaven, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is TCF Southgate (16350 Fort St, Southgate, MI) located 3.79 miles and 9.93 minutes away. This full-service branch location offers a drive-thru for convenience.
195	Legacy Huntington Bank branch at: 5500 Clyde Park Ave SW, Wyoming, MI 49509 (Kent County)	Legacy Huntington Bank branch at: 5745 Byron Center Avenue, Wyoming, MI 49519-9605 (Kent County)	2.04	Closure of the Huntington Wyoming Meijer in-store, located at 5500 Clyde Park Ave SW, Wyoming, MI, is part of Huntington's plan, in light of the Proposed Transaction, to exit its relationship with the Meijer brand grocery stores in Michigan. The nearest full-service location to this in-store is Huntington Bayberry (5745 Byron Center Avenue, Wyoming, MI) located 2.04 miles and 4.85 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Wyoming Meijer branch, there will be 6 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
196	Legacy Huntington Bank branch at: 4349 Mahoning Ave. NW, Warren, OH 44483 (Trumbull County)	Legacy TCF Bank branch at: 4460 Mahoning Ave NW, Warren, OH 44483 (Trumbull County)	0.22	The closure of the Huntington - Champion branch located at 4349 Mahoning Ave. NW, Warren, OH, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Champion (4460 Mahoning Ave NW, Warren, OH) located 0.22 miles and 0.41 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Champion branch, there will be 4 Huntington / TCF locations within 5 miles of its former location.
197	Legacy Huntington Bank branch at: 525 Niles-Cortland Rd. SE, Warren, OH 44484 (Trumbull County)	Legacy TCF Bank branch at: 8226 E Market St, Warren, OH 44484 (Trumbull County)	0.27	The closure of the Huntington - Howland branch located at 525 Niles-Cortland Rd. SE, Warren, OH, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Howland (8226 E Market St, Warren, OH) located 0.27 miles and 0.70 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - Howland branch, there will be 6 Huntington / TCF locations within 5 miles of its former location.

Number	Location of Closing Branch	Location of Branch Receiving the Deposits of the Closing Branch	Distance Between the Branches (Miles)	Explanation
198	Legacy Huntington Bank branch at: 3960 South Ave., Youngstown, OH 44512 (Mahoning County)	Legacy TCF Bank branch at: 3939 Market St, Youngstown, OH 44512 (Mahoning County)	0.93	The closure of the Huntington - South & Midlothian branch located at 3960 South Ave., Youngstown, OH, is driven by the convenience and functionality of the TCF / Huntington surrounding network. The nearest full-service location to this branch is TCF - Newport (3939 Market St, Youngstown, OH) located 0.93 miles and 2.84 minutes away. This full-service branch location offers a drive-thru for convenience. Post-closure of the Huntington - South & Midlothian branch, there will be 11 Huntington / TCF locations within 5 miles of its former location.

#88

Closing Branch: 2538 W 47th St, Chicago, IL 60632 (Cook County)

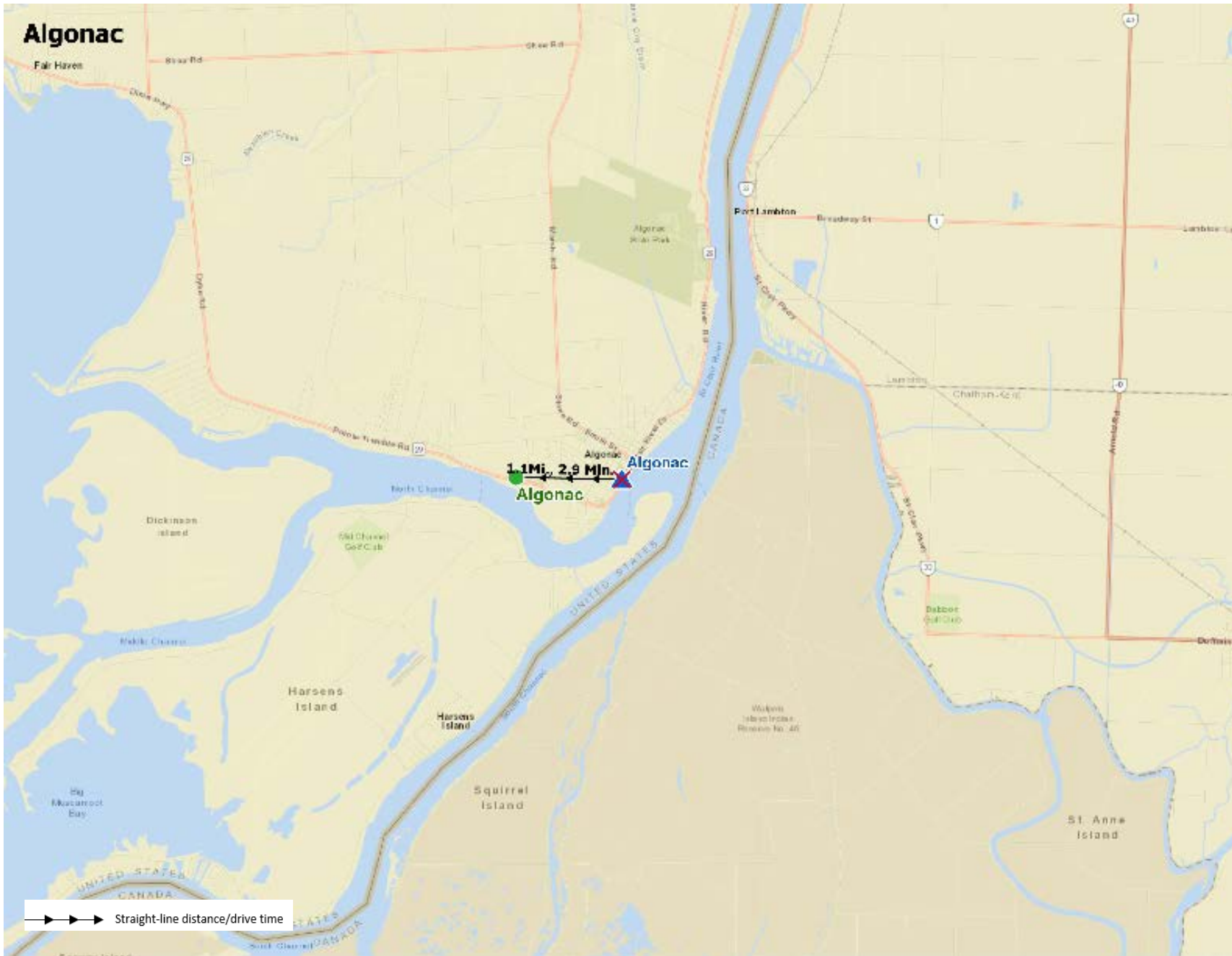
Receiving Branch: 4160 S Archer Ave, Chicago, IL 60632 (Cook County)



#89

Closing Branch: 301 Summer St, Algonac, MI 48001 (St Clair County)

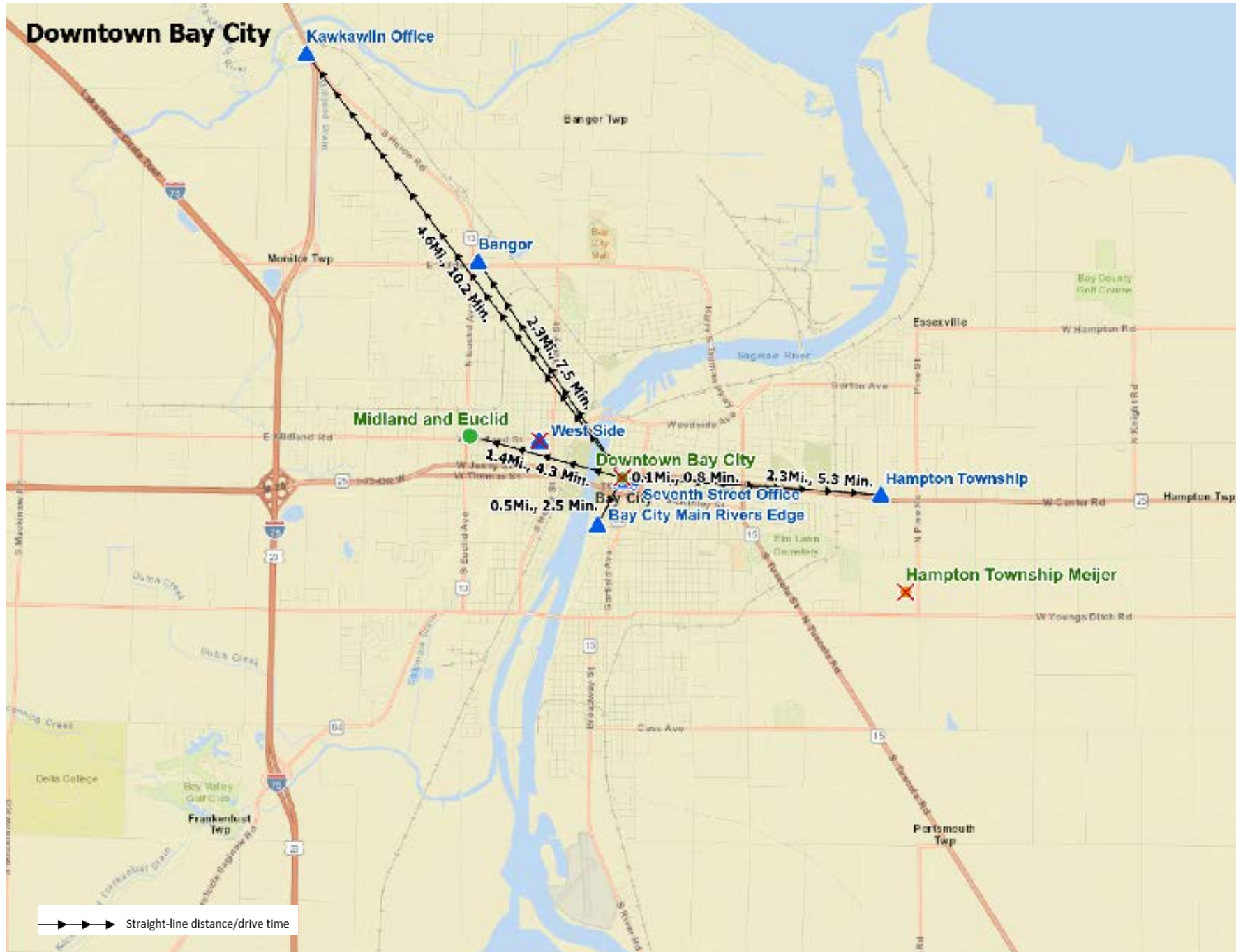
Receiving Branch: 2850 Pointe Tremble Rd, Algonac, MI 48001 (Saint Clair County)



#91

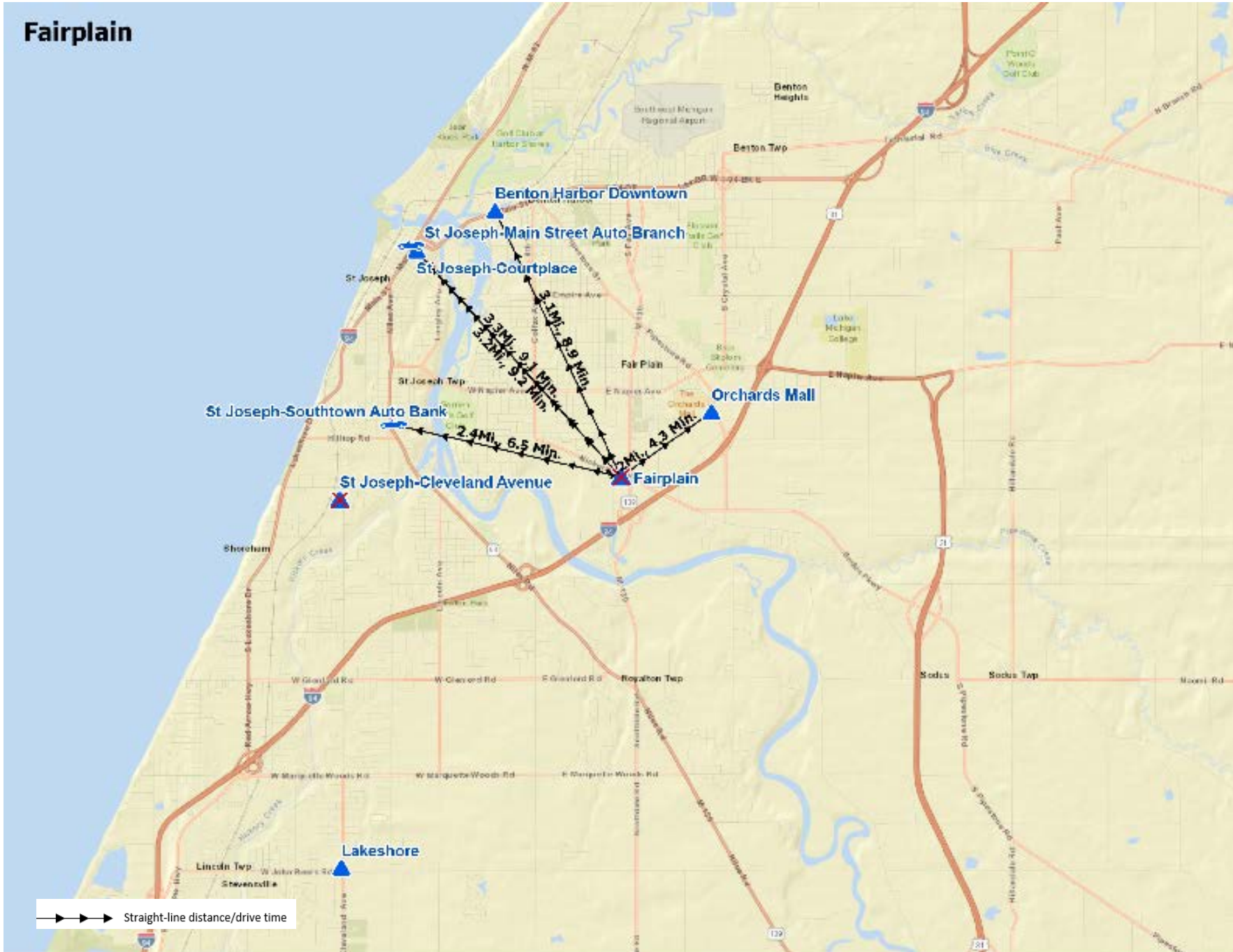
Closing Branch: 314 E Midland St, Bay City, MI 48706 (Bay County)

Receiving Branch: 900 W Midland St, Bay City, MI 48706 (Bay County)



#92
Closing Branch: 834 Nickerson Ave, Benton Harbor, MI 49022 (Berrien County)
Receiving Branch: 1882 Pipestone Rd, Benton Harbor, MI 49022 (Berrien County)

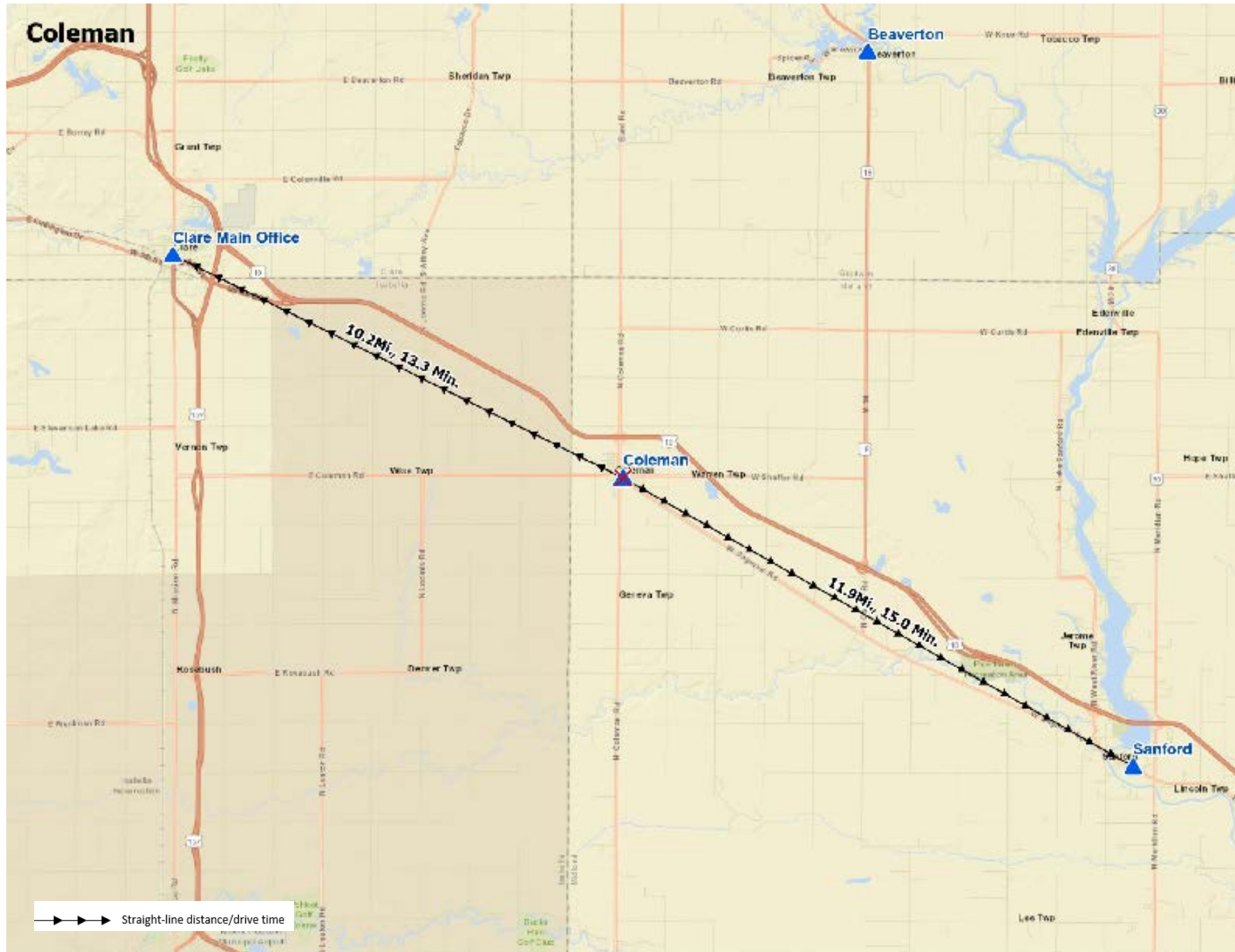
Fairplain



#94

Closing Branch: 375 E Railway St, Coleman, MI 48618 (Midland County)

Receiving Branch: 807 N McEwan St, Clare, MI 48617 (Clare County)



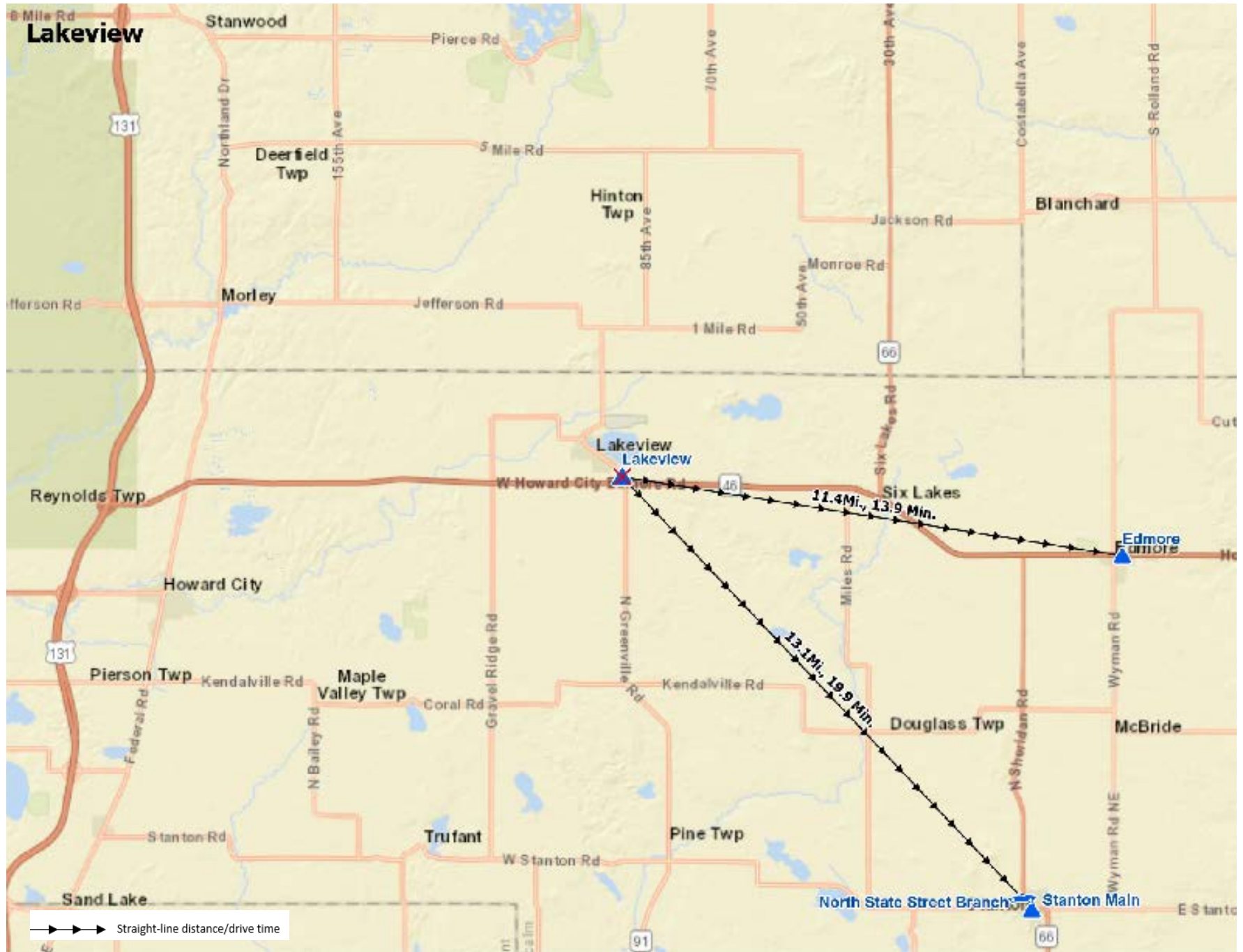
#101
Closing Branch: 7409 W Houghton Lake Dr, Houghton Lake, MI 48629 (Roscommon County)
Receiving Branch: 2263 W Houghton Lake Dr, Houghton Lake, MI 48629 (Roscommon County)



#103

Closing Branch: 9650 N Greenville Rd, Lakeview, MI 48850 (Montcalm County)

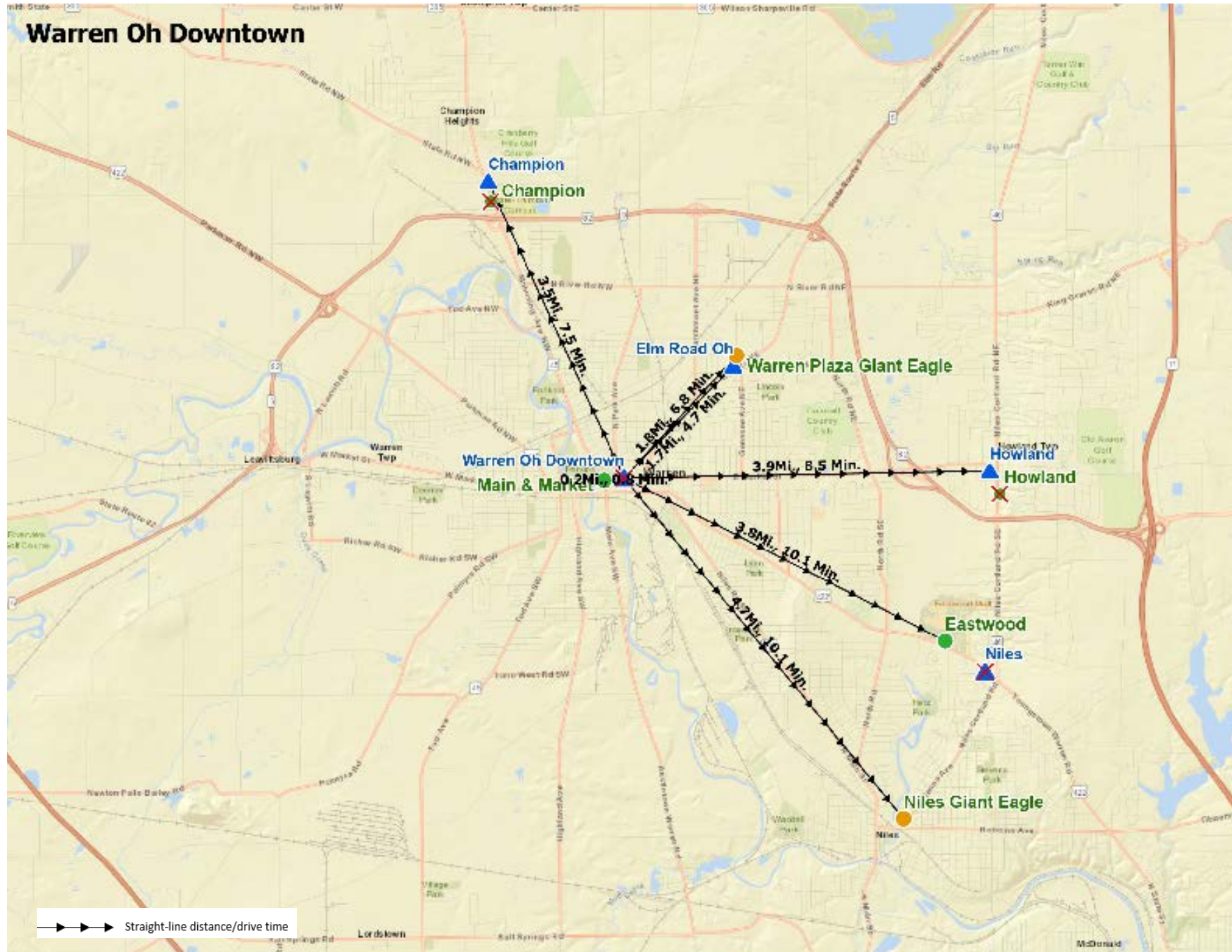
Receiving Branch: 400 E Main St, Edmore, MI 48829 (Montcalm County)



#120

Closing Branch: 185 E Market St, Warren, OH 44481 (Trumbull County)

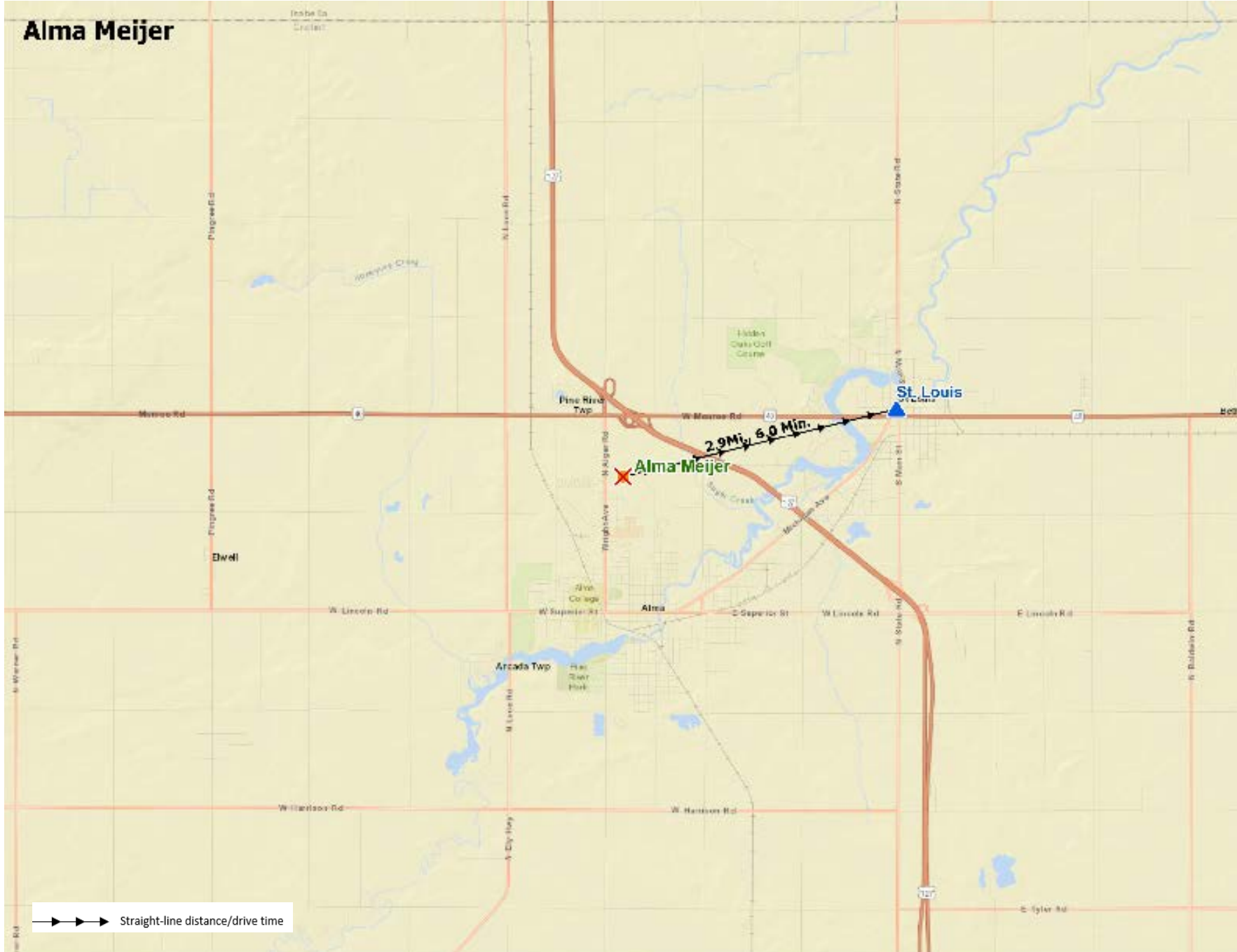
Receiving Branch: 108 Main Ave. SW, Warren, OH 44481 (Trumbull County)



#121

Closing Branch: 2805 W Cheesman Rd, Alma, MI 48801 (Gratiot County)

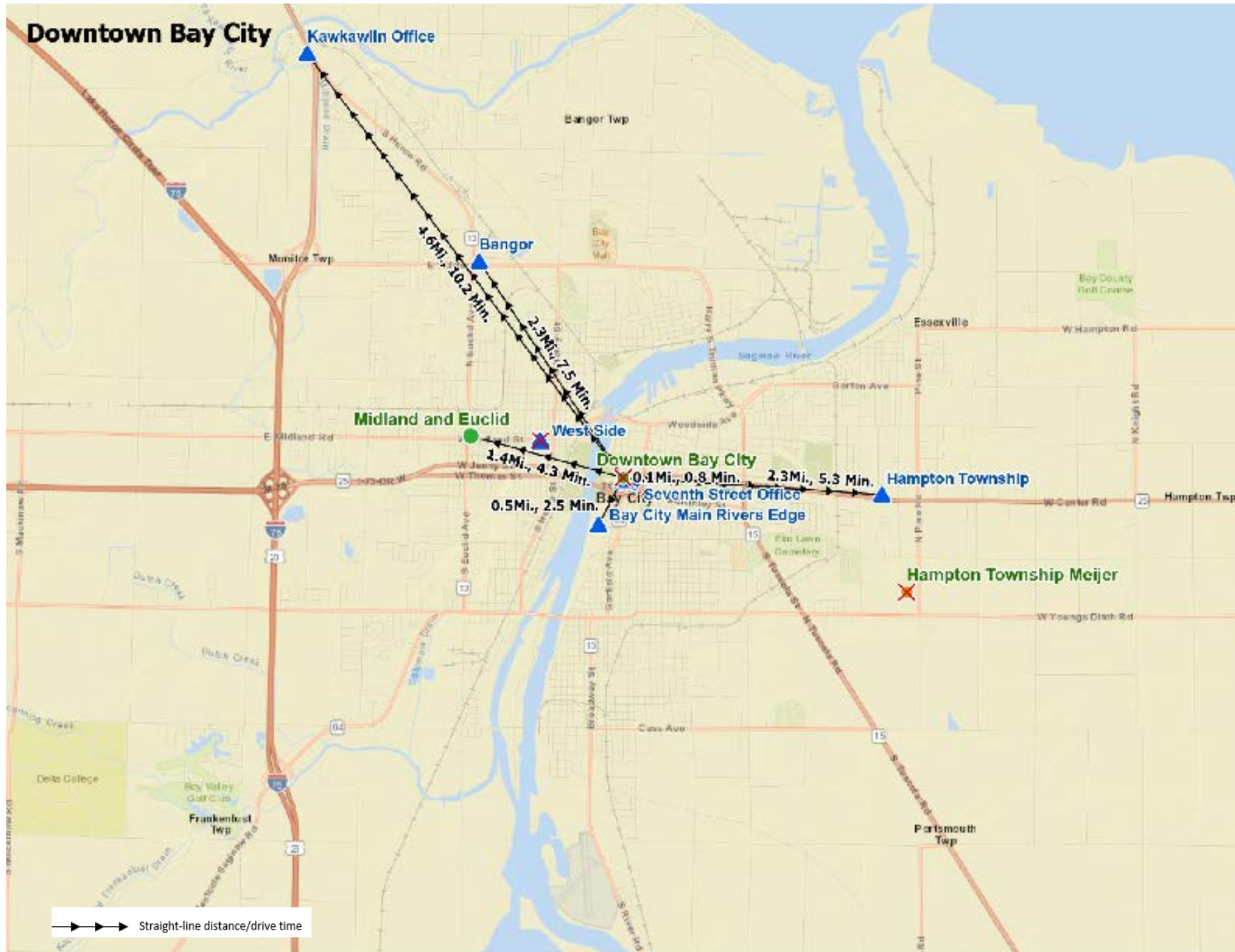
Receiving Branch: 111 W Saginaw St, Saint Louis, MI 48880 (Gratiot County)



#127

Closing Branch: 701 Washington Ave, Bay City, MI 48708 (Bay County)

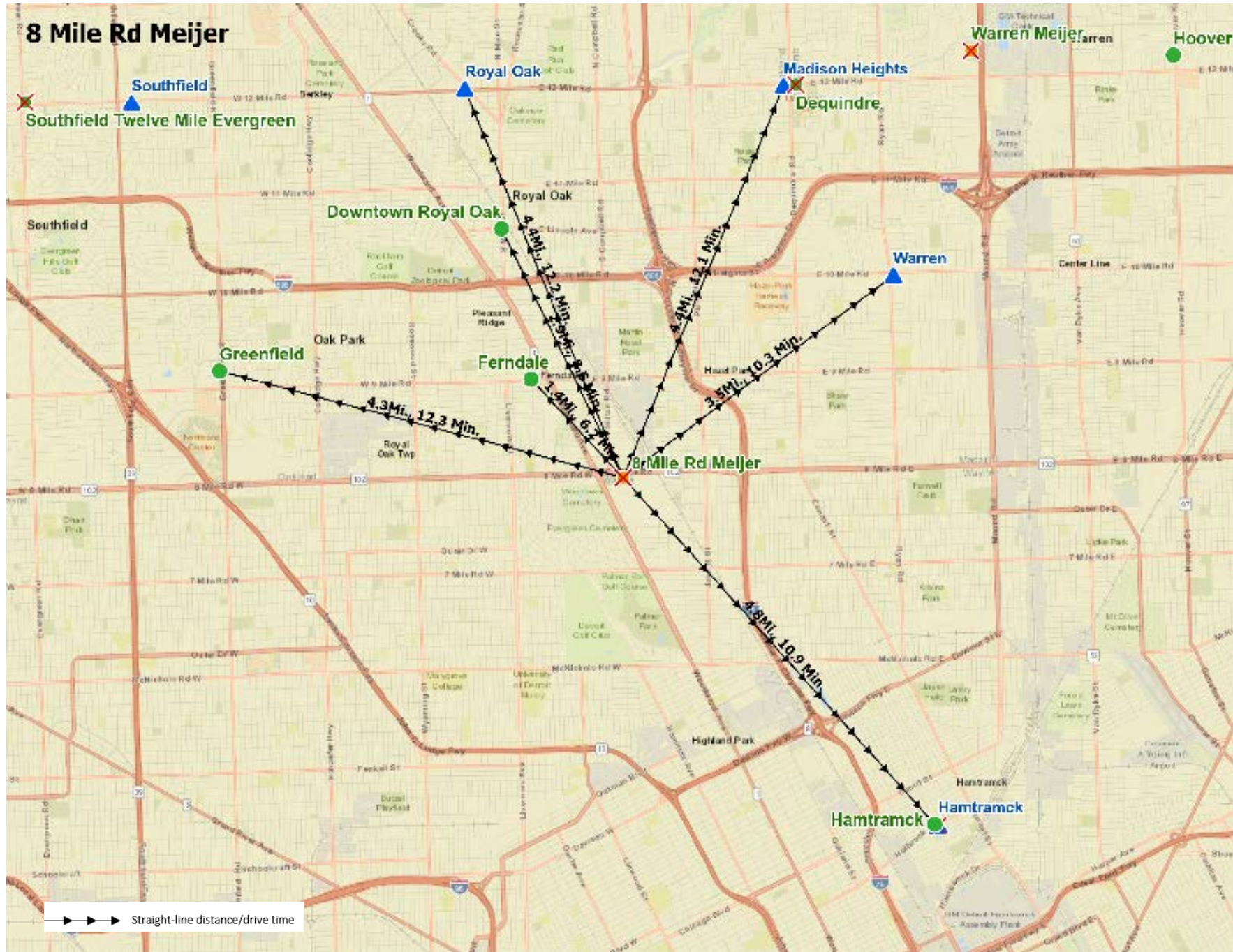
Receiving Branch: 21 E Main St, Bay City, MI 48708 (Bay County)



#136

Closing Branch: 1301 8 Mile Rd, Detroit, MI 48203 (Wayne County)

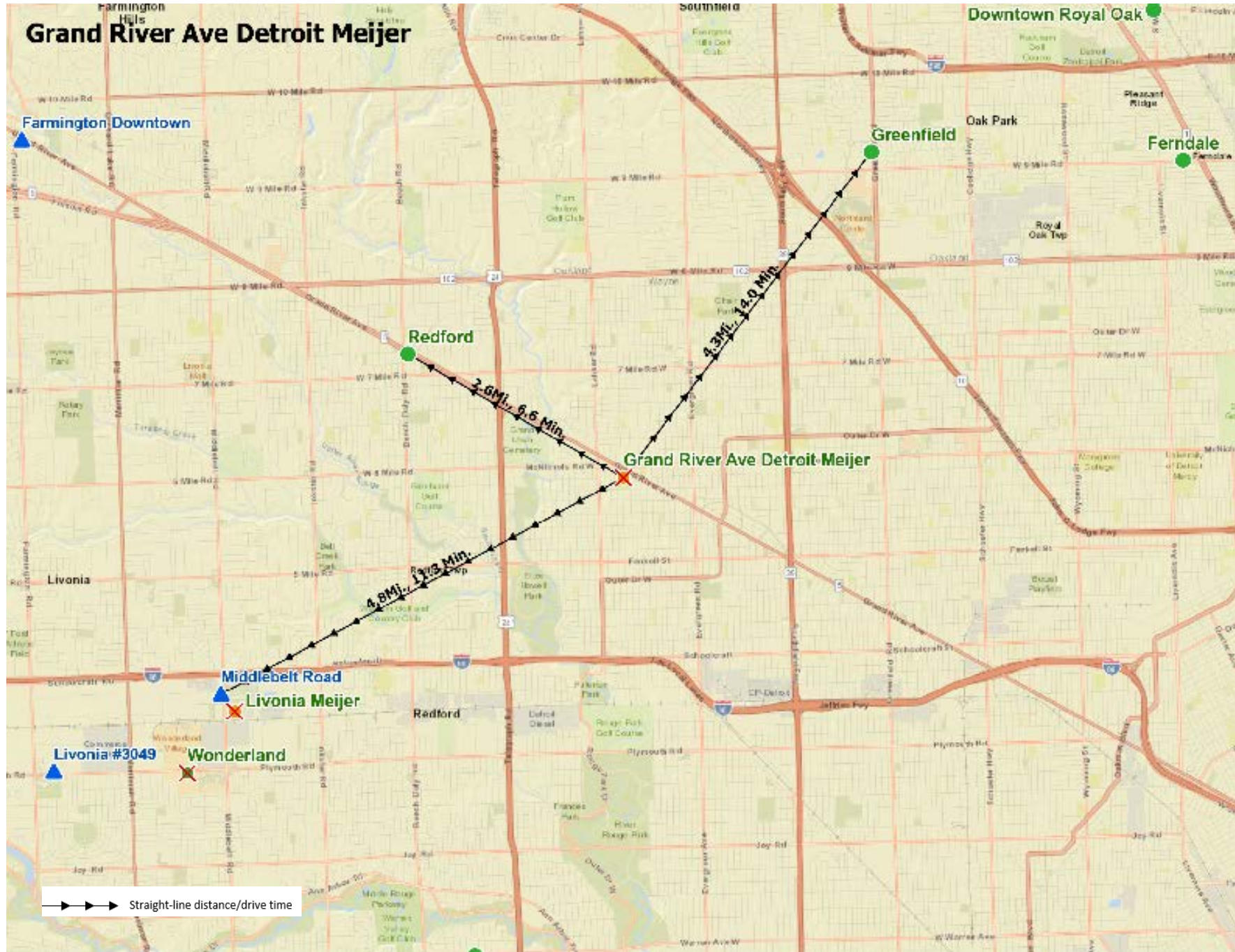
Receiving Branch: 306 West Nine Mile Road, Ferndale, MI 48220 (Oakland County)



#137

Closing Branch: 21431 Grand River Ave, Detroit, MI 48219 (Wayne County)

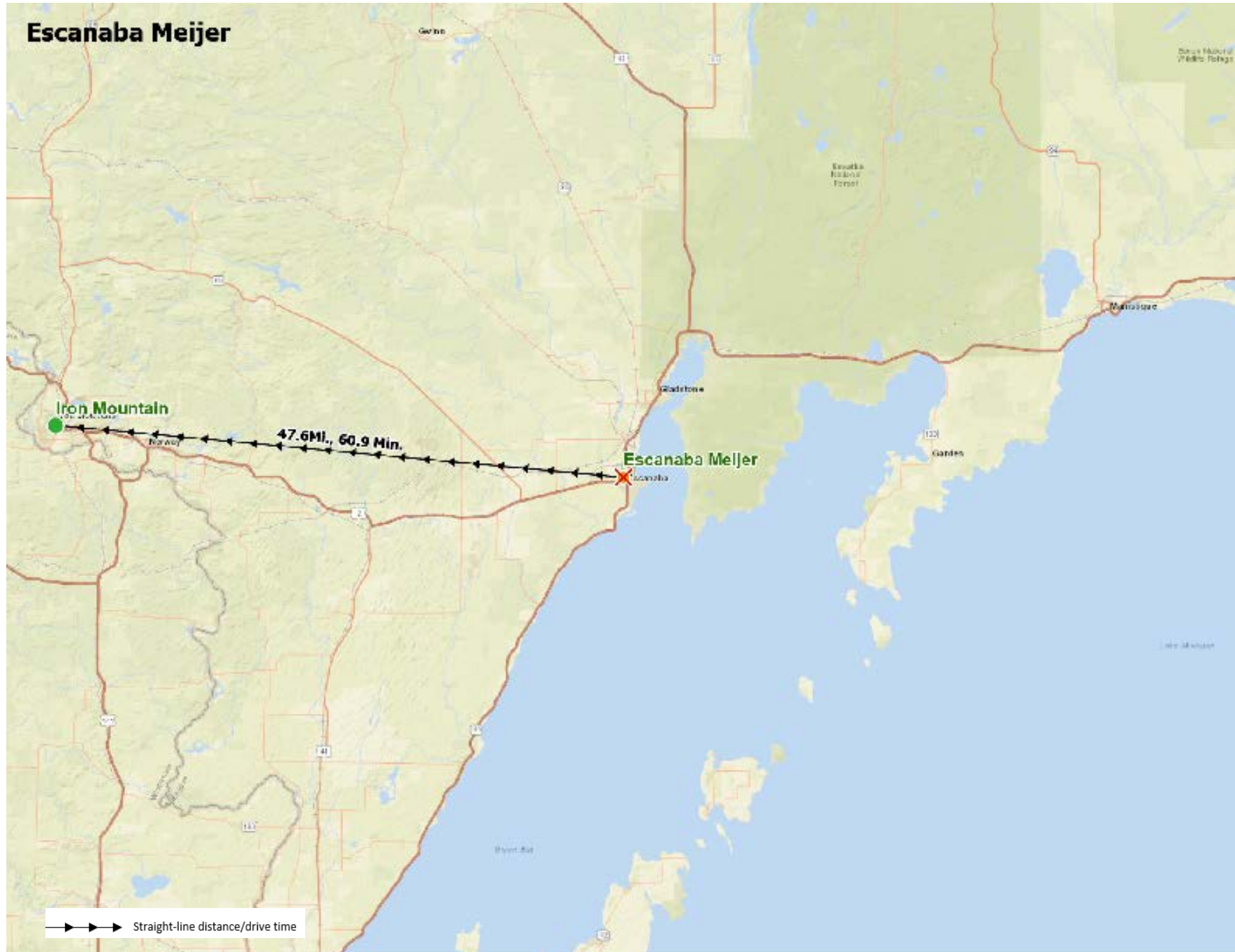
Receiving Branch: 25719 Grand River Avenue, Redford, MI 48240 (Wayne County)



#142

Closing Branch: 505 N 26th Street, Escanaba, MI 49829 (Delta County)

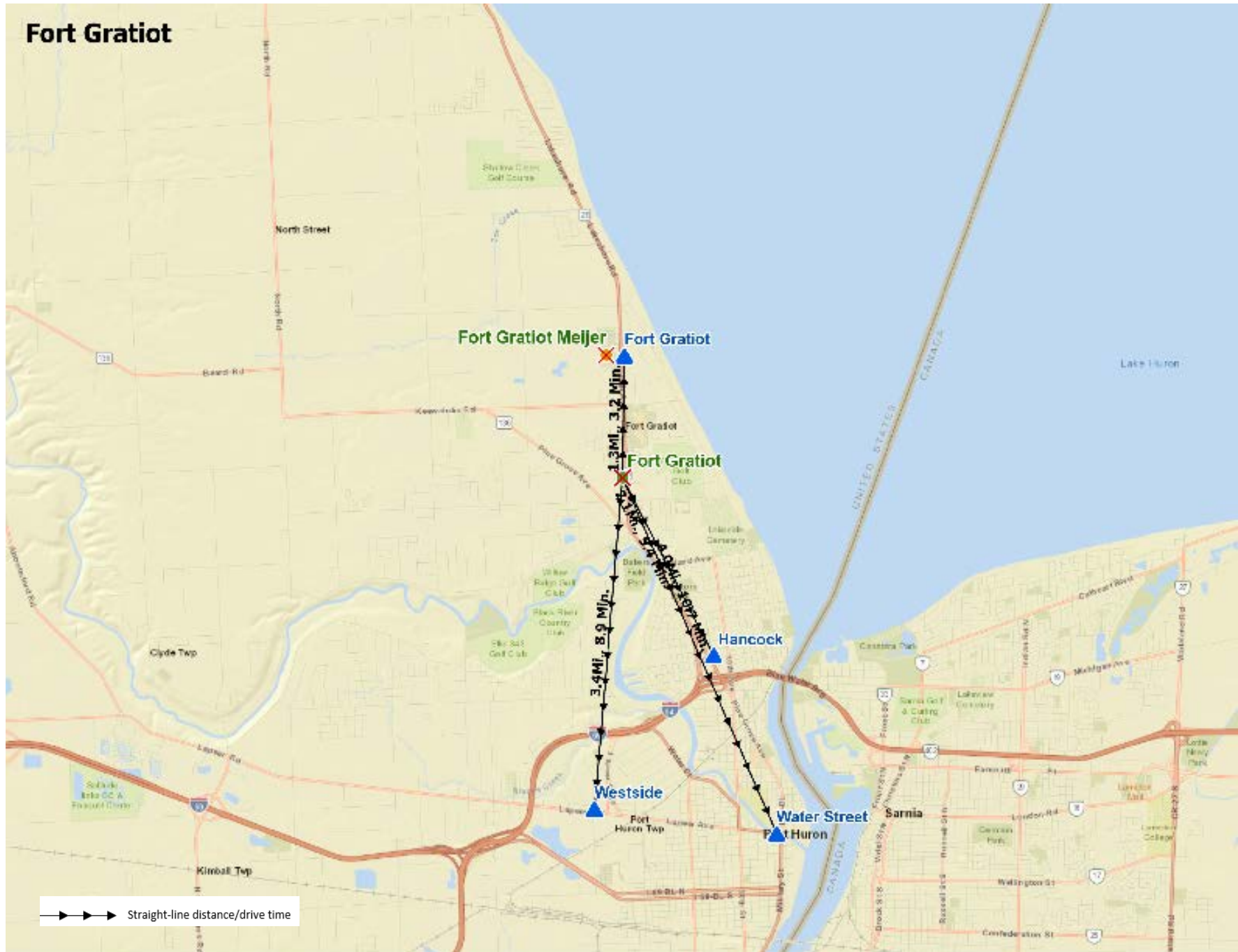
Receiving Branch: 1000 Carpenter Ave, Iron Mountain, MI 49801 (Dickinson County)



#144

Closing Branch: 4145 24th Ave, Fort Gratiot, MI 48059 (Saint Clair County)

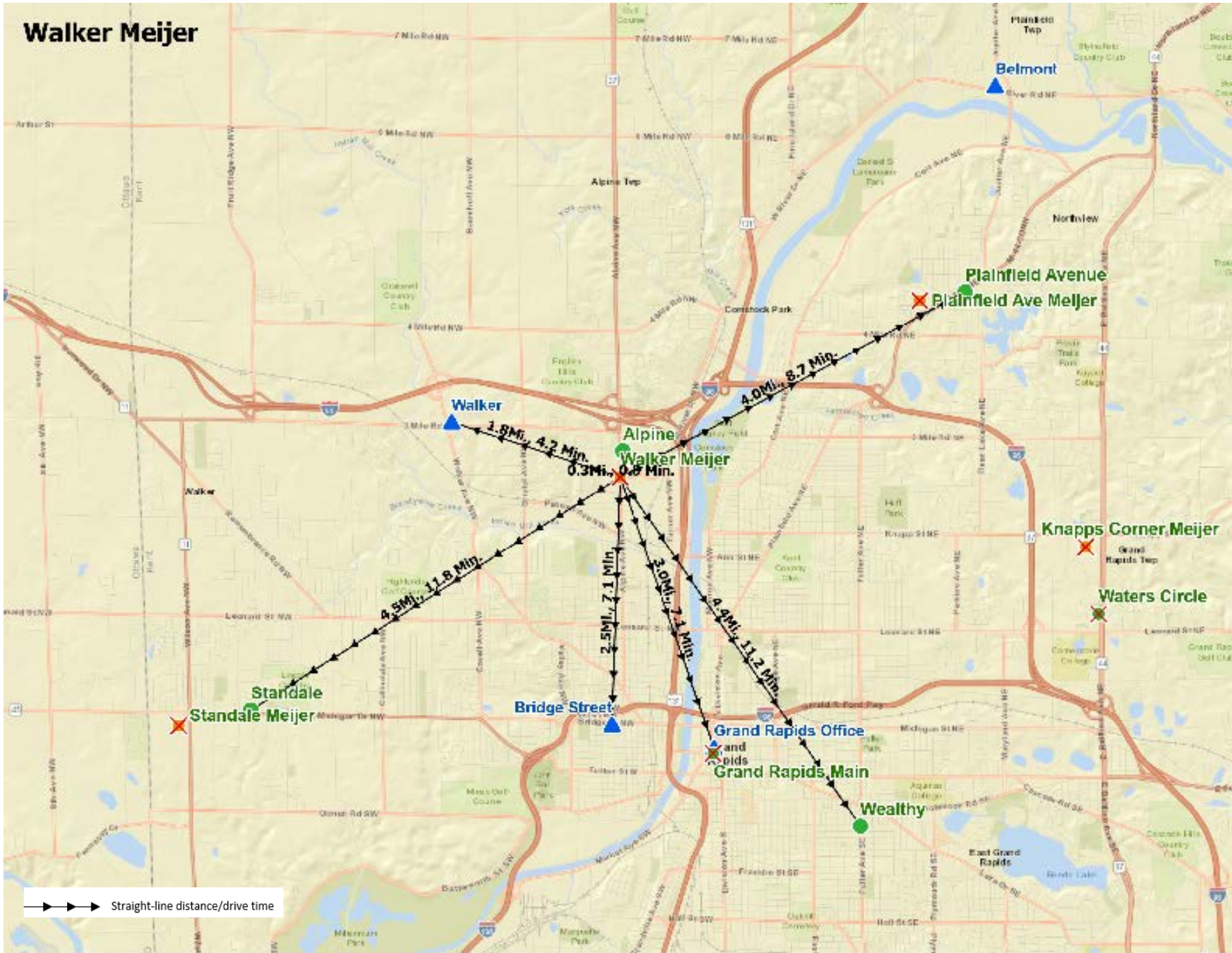
Receiving Branch: 4778 24th Ave, Fort Gratiot, MI 48059 (St. Clair County)



#149

Closing Branch: 2425 Alpine Ave NW, Grand Rapids, MI 49544 (Kent County)

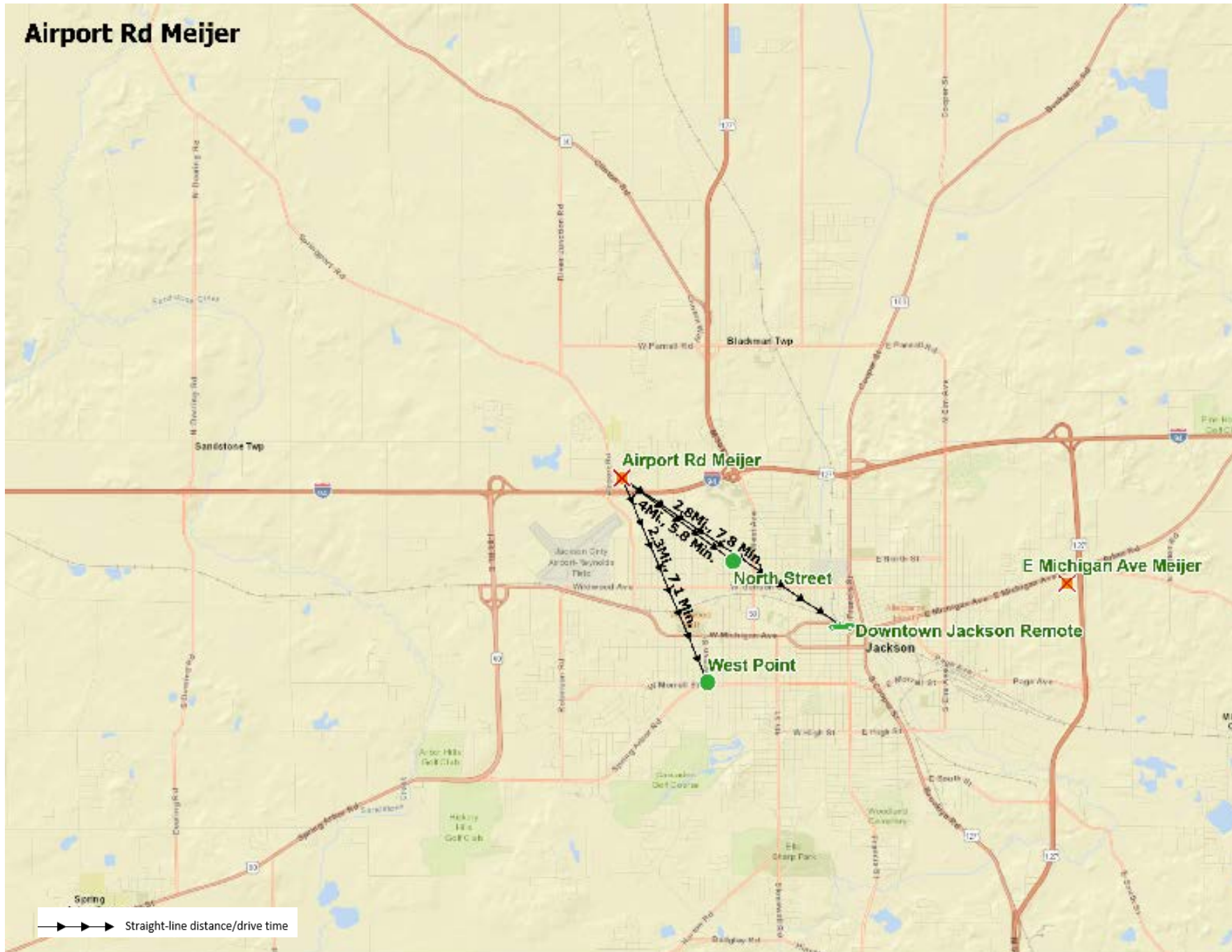
Receiving Branch: 2628 Alpine Avenue NW, Grand Rapids, MI 49544 (Kent County)



#155

Closing Branch: 2777 Airport Road, Jackson, MI 49202 (Jackson County)

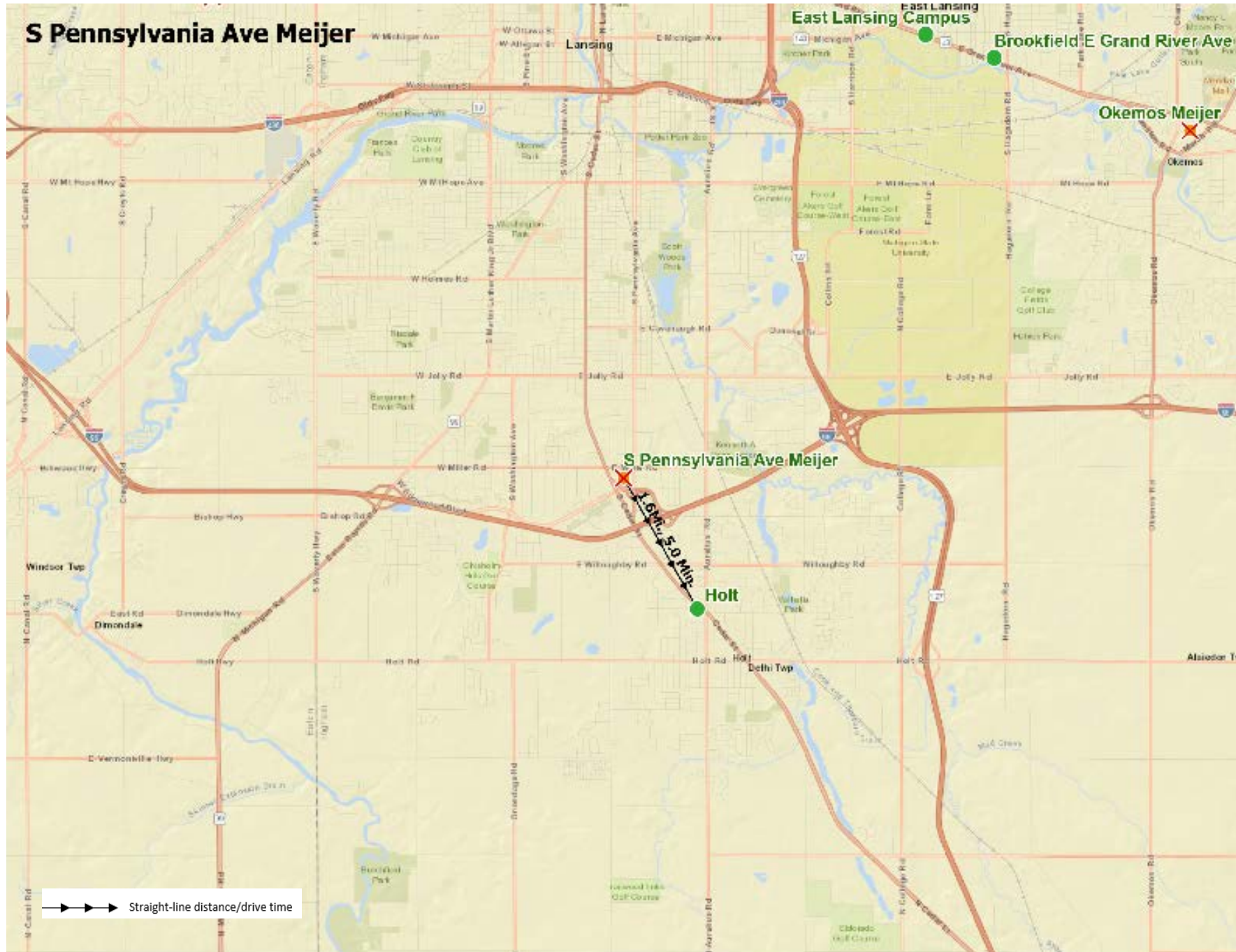
Receiving Branch: 1111 W North St, Jackson, MI 49202 (Jackson County)



#159

Closing Branch: 6200 S. Pennsylvania Ave, Lansing, MI 48911 (Ingham County)

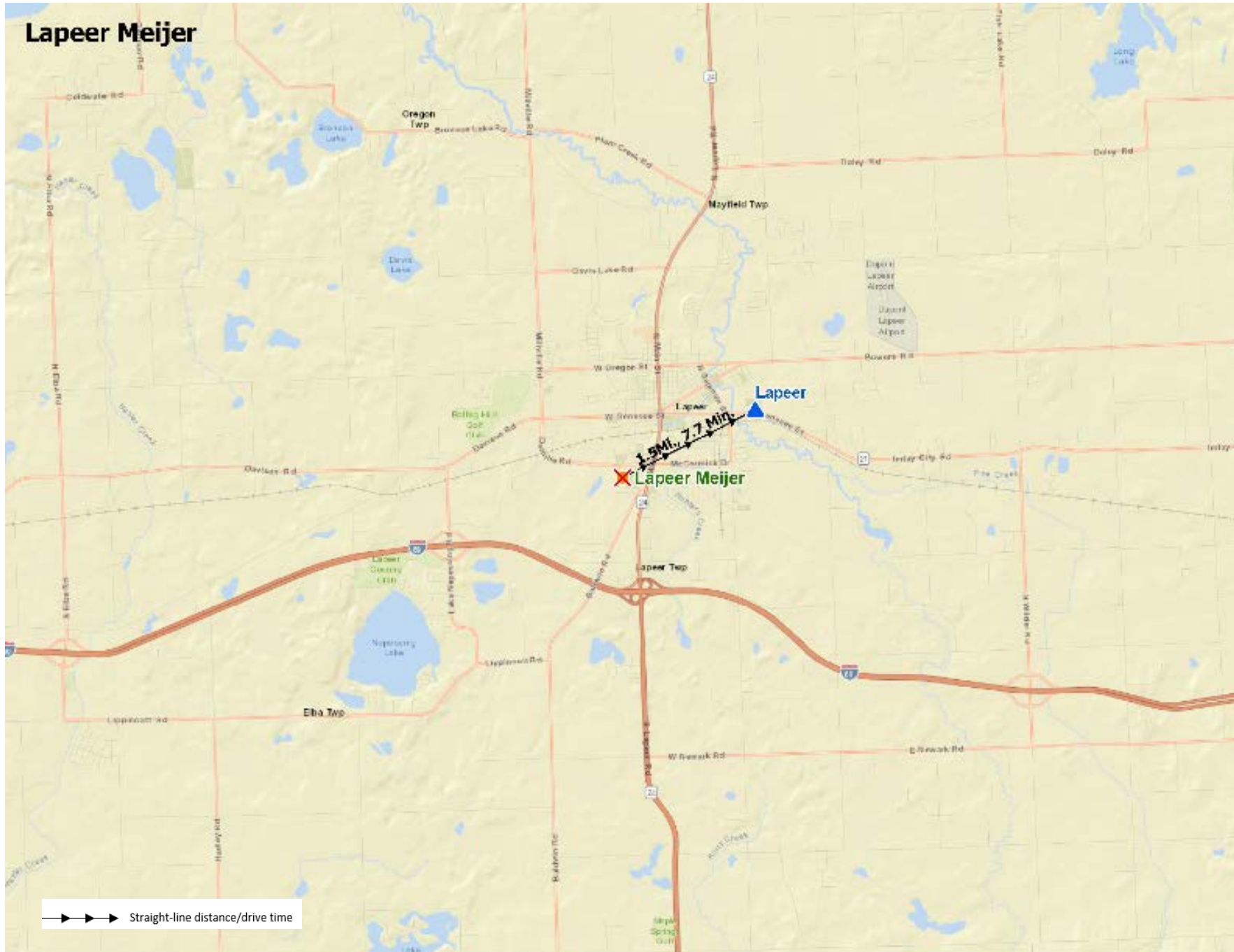
Receiving Branch: 2285 Cedar St, Holt, MI 48842 (Ingham County)



#160

Closing Branch: 1555 DeMille Rd, Lapeer, MI 48446 (Lapeer County)

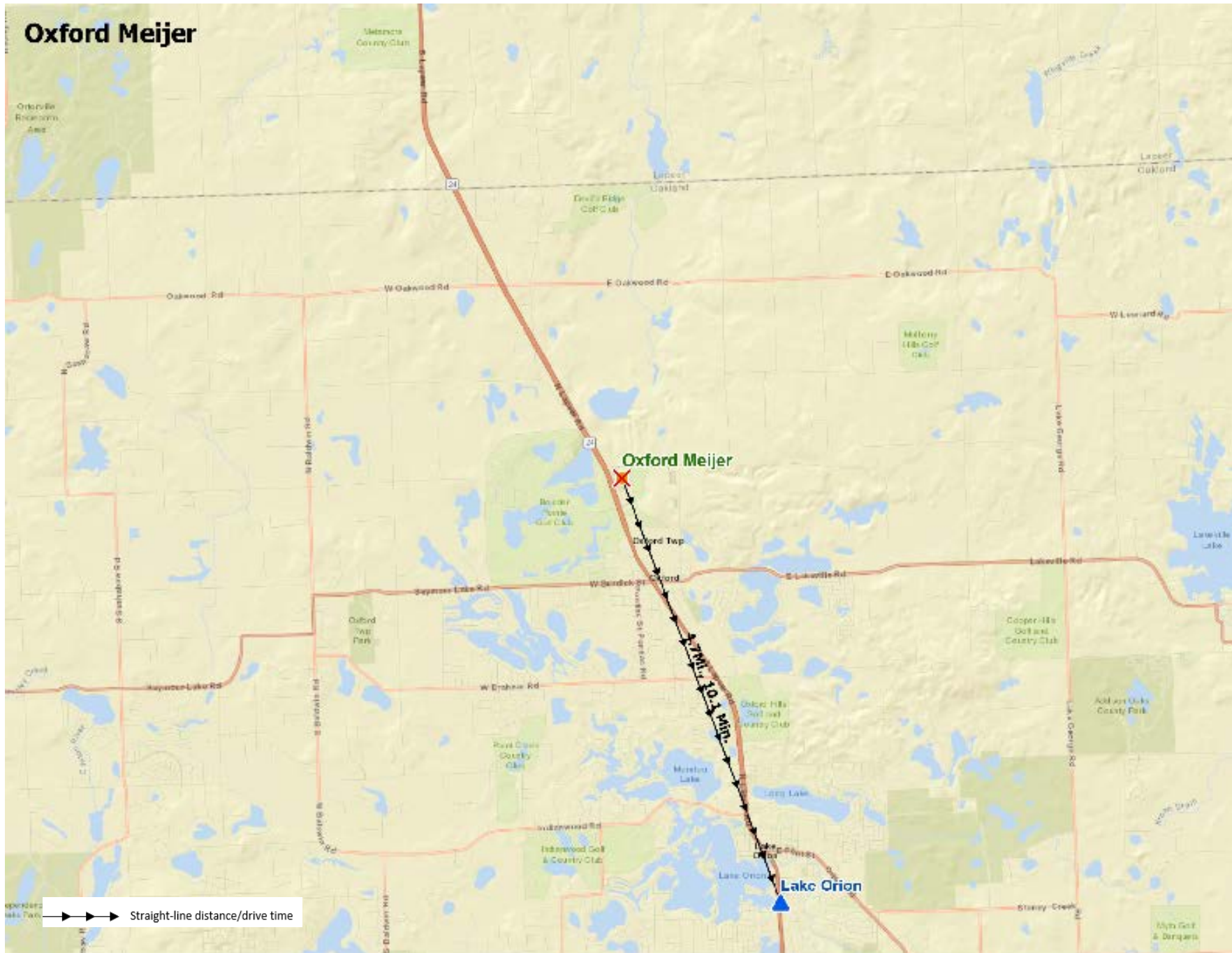
Receiving Branch: 567 E Genesee St, Lapeer, MI 48446 (Lapeer County)



#175

Closing Branch: 900 N Lapeer Rd, Oxford, MI 48371 (Oakland County)

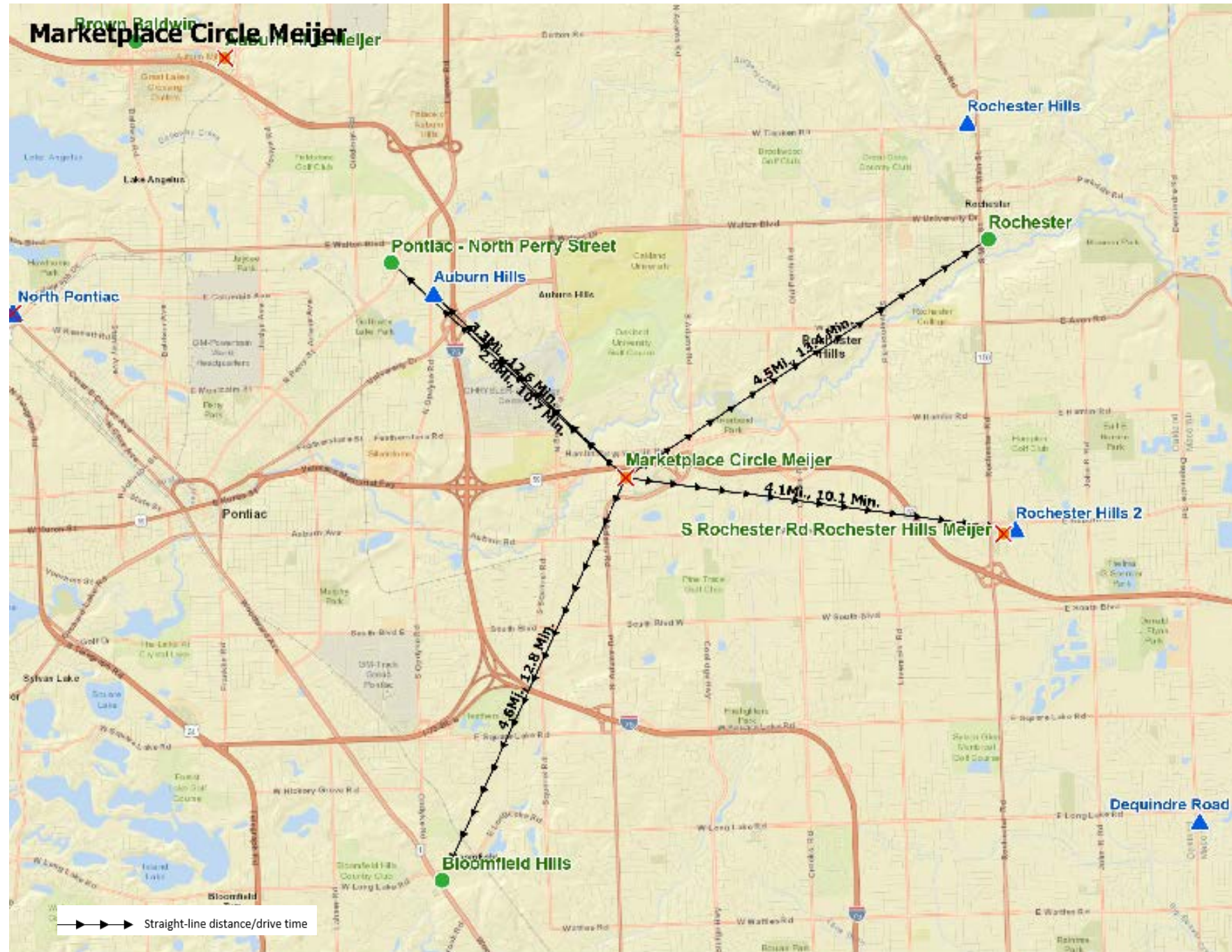
Receiving Branch: 471 S Broadway St, Lake Orion, MI 48362 (Oakland County)



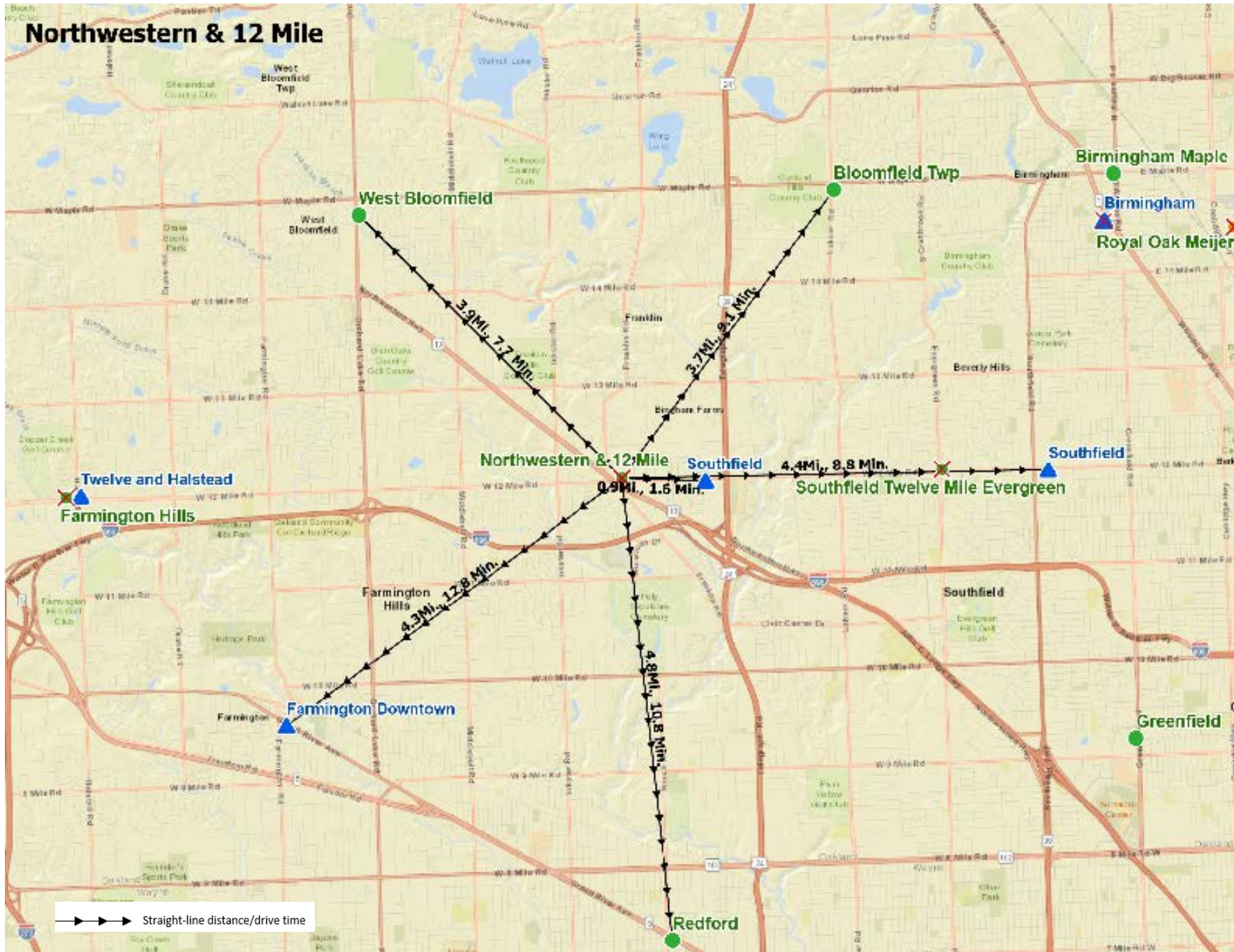
#178

Closing Branch: 3610 Marketplace Circle, Rochester Hills, MI 48309 (Oakland County)

Receiving Branch: 200 E Auburn Rd, Rochester Hills, MI 48307 (Oakland County)



#185
Closing Branch: 26336 W Twelve Mile Road, Southfield, MI 48034-1768 (Oakland County)
Receiving Branch: 24805 W 12 Mile Rd, Southfield, MI 48034 (Oakland County)



Public Exhibit 16

Certain Public Financial Stability Information

Amounts reported, if volume exceeds \$1B

	Huntington Bancshares Incorporated	TCF Financial Corporation
- Short-term funding (e.g., in repos, fed funds)	N	N
- Underwriting services (e.g., equity, corporate bonds, commercial paper, ABS)		
- Underwriting services of equity, corporate bonds, commercial paper, ABS	N	N
- Underwriting services of municipal bonds (bonds underwritten in past 12 months)	\$4.2B	N
- Trading activities (e.g., equity, corporate bonds, derivatives)		
- Equity and corporate bonds trading activities	N	N
- Derivative trading activities (notional amount traded for third parties)	\$3.3B	\$1.1B
- Payments, clearing, settlement, and custody services		
- Payments, clearing, and settlement	N	N
- Custody services (average of total value under custody)	\$79.5B	\$1.35B
- Prime brokerage	N	N
- Securities lending	N	N
- Corporate trust (Average of total value in trust)	\$27.5B	\$569MM
- Correspondent banking	N	N
- Wealth management (Average assets under management)	\$17.2B	\$2.5B
- Insurance (including reinsurance) (Revenue of all policies within the last 12 months)	N	N