
BANK MERGER ACT APPLICATION

of

TD BANK, NATIONAL ASSOCIATION

regarding

FIRST HORIZON BANK

March 21, 2022

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INTERAGENCY BANK MERGER ACT APPLICATION

Check all that apply:

Type of Filing	Form of Transaction	Filed Pursuant To
<input type="checkbox"/> Affiliate/Corporate Reorganization	<input checked="" type="checkbox"/> Merger	<input checked="" type="checkbox"/> 12 U.S.C. § 1828(c)
<input type="checkbox"/> Combination with Interim Depository Institution	<input type="checkbox"/> Consolidation	<input checked="" type="checkbox"/> 12 U.S.C. 215a, 215a-1
<input checked="" type="checkbox"/> Non-affiliate Combination	<input type="checkbox"/> Purchase and Assumption	<input type="checkbox"/> 12 U.S.C. 1815(a)
	<input type="checkbox"/> Branch Purchase and Assumption	<input checked="" type="checkbox"/> Other: 12 U.S.C. § 1831u, 12 U.S.C. § 36(d)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	

Applicant Depository Institution

TD Bank, National Association	OCC / 24096
Name	Charter/Certificate Number
2035 Limestone Road	
Street	
Wilmington	Delaware
City	State
	19808
	Zip Code

Target Institution

First Horizon Bank	FDIC / 4977
Name	Charter/Certificate Number
165 Madison Ave	
Street	
Memphis	Tennessee
City	State
	38103
	Zip Code

Resulting Institution

TD Bank, National Association	OCC / 24096
Name	Charter/Certificate Number
2035 Limestone Road	
Street	
Wilmington	Delaware
City	State
	19808
	Zip Code

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PRELIMINARY STATEMENT

I. INTRODUCTION

A. Transaction Overview

This application (the “Application”) is respectfully submitted by TD Bank, National Association, Wilmington, Delaware (“TDBNA” or the “Applicant”) to the Office of the Comptroller of the Currency (the “OCC”) pursuant to Section 18(c)(2)(A) of the Federal Deposit Insurance Act, 12 U.S.C. § 1828(c)(2)(A) (the “Bank Merger Act”), the OCC’s implementing regulations thereunder, 12 C.F.R. § 5.33, as well as 12 U.S.C. § 215a-1 and 12 U.S.C. § 1831u, for the OCC’s prior approval of the merger (the “Bank Merger”) of First Horizon Bank, Memphis, Tennessee (“First Horizon Bank” or the “Target Institution”) with and into TDBNA, with TDBNA surviving the Bank Merger as a national bank (TDBNA following the Bank Merger, the “Resulting Institution”), and the retention by TDBNA of the main office and branches of First Horizon Bank at consummation of the Bank Merger as branches of TDBNA pursuant to 12 U.S.C. § 36(d).

The Bank Merger will be effected pursuant to an Agreement and Plan of Merger, dated February 27, 2022 (the “Bank Merger Agreement”), a copy of which is provided as Confidential Exhibit 1. As discussed below, the Bank Merger is intended to follow the merger (the “Parent Merger”) of Falcon Holdings Acquisition Co. (“Merger Sub”), a Delaware corporation and a direct wholly-owned subsidiary of TD Bank US Holding Company (“TDBUSH”) (the direct parent bank holding company of the Applicant), with and into First Horizon Corporation (“FHN”), the parent bank holding company of First Horizon Bank, pursuant to an Agreement and Plan of Merger, dated February 27, 2022, among The Toronto-Dominion Bank (“TDB”), TDBUSH, Merger Sub and FHN (the “Parent Merger Agreement”), a copy of which is provided as Public Exhibit 1. As a result of the Parent Merger, FHN will be a direct subsidiary of TDBUSH and First Horizon Bank will be an indirect subsidiary of TDBUSH.

Following the effective date of the Parent Merger, TDB may, at its election, cause FHN to merge with and into TDBUSH (the “Second Step Merger”), with TDBUSH surviving the Second Step Merger and continuing its corporate existence as a Delaware corporation, and with the separate corporate existence of FHN ceasing thereupon. As discussed below, the Bank Merger may occur either before or after the Second Step Merger, at TDB’s election.

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

The Applicant currently expects that the Second Step Merger will be completed within several weeks of the completion of the Parent Merger, and that the Bank Merger will be consummated promptly following the Second Step Merger, such that TD will not operate First Horizon Bank as a separate subsidiary for more than a brief period of time.¹

¹ In the alternative, TD may elect to effect the Bank Merger prior to the completion of the Second Step Merger and/or not to effect the Second Step Merger. In either event, TD would nevertheless expect that the Bank Merger

B. Key Public Benefits

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

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

will be consummated shortly following the Parent Merger, such that TD will not operate First Horizon Bank as a separate subsidiary for more than a brief period of time.

supporting sustainable practices and environmental stewardship. In particular, TDBNA and First Horizon Bank are committed to maintaining their excellent record of serving low-income communities and supporting minority-led institutions. TDBNA proudly invests in its communities and has deep community engagement, supported by its local leadership model.

The Applicant also launched the TD Ready Commitment in 2018 to work towards a more inclusive and sustainable tomorrow and, in so doing, act as a positive change agent across its footprint by connecting, enriching and supporting the communities which it serves. As part of the TD Ready Commitment, TD has targeted a total of approximately \$750 million in community giving by 2030 and a total of approximately \$75 billion toward low-carbon initiatives through lending, financing, asset management and internal corporate programs by 2030.²

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

² All dollar amounts presented in this Application are expressed in U.S. dollars except as otherwise indicated.

improvements and to make long-term investments in the communities and customers of both organizations.

- *Sophisticated Technology and Digital Banking Capabilities:* TDBNA understands that customer behavior has evolved greatly, as more customers are migrating quickly to online and digital-based products and services. The Proposed Transaction will help meet these evolving needs of customers of both First Horizon Bank and the Applicant by providing greater access to the Applicant's existing and developing suite of digital banking tools. For example, the Applicant offers robust, scalable digital capabilities, including mobile deposit, card lock/unlock features, password security services and curbside debit card delivery. The Proposed Transaction will provide the combined bank with greater financial resources to invest in customer product enhancements and technology for further client experience improvements.

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

II. PARTIES TO THE BANK MERGER

A. TD Bank, National Association

TDBNA is a national bank with its main office located in Wilmington, Delaware, a direct wholly-owned subsidiary of TDBUSH and an indirect wholly-owned subsidiary of TD Group US Holdings LLC ("TDGUS"), the U.S. top-tier parent bank holding company of the Applicant.³ TDBNA, which traces its roots in the United States to 1852, with the opening of the Portland Savings Bank, is one of two indirect bank subsidiaries of TDGUS, the U.S. intermediate holding company of TDB for purposes of the Federal Reserve's Regulation YY. With a network of approximately 1,150 branches throughout the Northeast, Mid-Atlantic, Metro D.C., the Carolinas, and Florida, TDBNA and its subsidiaries provide a broad range of retail, commercial, and small business banking products and services.

TDBNA provides a broad range of services including real-estate, commercial and consumer loans; deposit products and services; as well as trust and financial advisory services to

³ TD Bank USA, N.A. ("TDBUSA"), the second indirect bank subsidiary of TDGUS, is also a national bank with its main office located in Wilmington, Delaware. TDBUSA was originally chartered as Waterhouse National Bank to provide financial services to Waterhouse Group's brokerage service customers, and was purchased by TD in 1996. TDBUSA does not directly offer retail products and does not maintain a traditional branch network. TDBUSA's principal activities are offering money market deposit services for the benefit of TD Ameritrade's brokerage customers, and providing credit card services to retail customers under separate agreements with Target and Nordstrom. TDBUSA is the issuer and owner of the credit card accounts and related receivables that are offered to Target and Nordstrom customers. As of December 31, 2021, TDBUSA had total assets of approximately \$29.7 billion and total U.S. deposits of approximately \$25.6 billion.

personal, business, corporate, and institutional clients. TDBNA provides banking products and services to individual and business customers through six core business lines.

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

TDBNA's "Commercial Lending – Regional" business line sells and manages credit and ancillary products for regionally based commercial banking customers. In addition, its "Commercial and Specialty Banking" business line handles the needs of U.S. commercial customers with special borrowing needs in discrete lending categories: Large Corporate, Middle Market, Healthcare, Corporate Real Estate, Asset Based Lending, Equipment Finance and Dealer Commercial Services. Through its "TD Auto Finance" business line, TDBNA offers indirect retail automotive and dealer floorplan financing through a network of auto dealers throughout the U.S.⁴

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

B. First Horizon Bank

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

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

First Horizon Bank operates primarily in the southeastern U.S., with approximately 420 banking offices across its twelve-state footprint of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, New York, North Carolina, South Carolina, Tennessee, Texas and

⁴ TDBNA's former operating subsidiary for the TD Auto Finance business, TD Auto Finance LLC, was merged with and into TDBNA on December 31, 2021. Since such merger, TDBNA has continued to conduct its auto finance business directly.

Virginia. FHN Financial has 29 offices in 16 states across the U.S. In addition, FHN has 30 title services offices in three states and 15 stand-alone mortgage lending offices in nine states.

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

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

In addition, First Horizon Bank provides, through its Corporate segment, corporate support functions including risk management, audit, accounting, finance, executive office, and corporate communications. Shared support services such as human resources, properties, technology, credit risk and bank operations are allocated to the activities of Regional Banking, Specialty Banking and Corporate. Additionally, the Corporate segment includes centralized management of capital and funding to support the business activities of First Horizon Bank including management of wholesale funding, liquidity, and capital management and allocation. The Corporate segment also includes the revenue and expense associated with run-off businesses such as pre-2009 mortgage banking elements, run-off consumer and trust preferred loan portfolios, and other exited businesses.

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

First Horizon Bank has approximately 50 wholly-owned active subsidiaries, including the following financial subsidiaries under the Gramm-Leach-Bliley Act and the Federal Reserve's Regulation H: FHIS, Inc.; FHN Financial Securities Corp.; First Horizon Advisors, Inc.; First Horizon Insurance Agency, Inc.; and First Horizon Insurance Services, Inc. A list and description of the subsidiaries and other equity investments of First Horizon Bank, which will become subsidiaries and other equity investments of the Applicant as a result of the Bank Merger, is provided in Confidential Exhibit 2.

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

III. DESCRIPTION OF THE PROPOSED TRANSACTION

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

A. The Parent Merger

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

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

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

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

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

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

value at the effective time of the Parent Merger equal to \$100,000 (the per share subscription price paid for each share of FHN Series G Preferred Stock under the Securities Purchase Agreement).

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

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

In connection with the Parent Merger, TDB, TDGUS and TDBUSH will submit an application to the Board of Governors of the Federal Reserve System (“Federal Reserve”) and the Federal Reserve Bank of Philadelphia pursuant to Section 3(a) of the Bank Holding Company Act of 1956 (“BHC Act”).

1. Governance and Community Matters

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

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

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

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

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

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

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

3. Conditions to Completion of the Parent Merger

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

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

4. Termination

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

- by mutual written consent of TDB and FHN;
- by either TDB or FHN if:
 - any governmental entity that must grant a required regulatory approval has denied such approval and this denial has become final and nonappealable or a governmental entity has issued a final nonappealable order enjoining or otherwise prohibiting the consummation of the transactions contemplated by the Parent Merger Agreement, unless the failure to obtain a requisite regulatory approval is due to the failure of the party seeking to

terminate this Parent Merger Agreement to perform or observe the terms of the Parent Merger Agreement;

- the Parent Merger has not been completed by February 27, 2023, (but neither TDB nor FHN may terminate the Parent Merger Agreement for this reason if its material breach of any representation, warranty or obligation under the Parent Merger Agreement has resulted in the failure of the Parent Merger to occur by that date), provided that this termination date may be extended until May 27, 2023 at the option of either TDB or FHN (if such party would otherwise be permitted to terminate the Parent Merger Agreement) if the required regulatory approvals have not been obtained;
 - there is a breach by the other party of the Parent Merger Agreement that would prevent satisfaction of the closing conditions and the breach cannot be cured prior to the Parent Merger Agreement termination date or is not cured within 45 days after receipt of written notice of the breach, but neither TDB nor FHN may terminate the Parent Merger Agreement for this reason if it itself is then in material breach of the Parent Merger Agreement; or
 - the requisite FHN shareholder approval for the Parent Merger Agreement is not obtained upon a vote thereon taken at the FHN special shareholder meeting called for such purpose (including any adjournment or postponement thereof).
- by TDB if:
 - the board of directors of FHN has failed to recommend that the shareholders of FHN approve the Parent Merger Agreement or has withdrawn, modified or qualified such recommendation in a manner adverse to TDB, or publicly disclosed that it has resolved to do so, or if FHN has taken or failed to take certain actions with respect to a competing acquisition proposal, or if FHN has willfully breached certain of its obligations under the no-solicitation covenant of the Parent Merger Agreement, or failed to call, give notice of, convene and hold a special meeting of shareholders to vote on approving the Parent Merger Agreement (an “FHN Shareholder Approval Breach”);⁵ or
 - by FHN if:

⁵ The Parent Merger Agreement also permitted TDB to terminate the Parent Merger Agreement if FHN failed to file the articles of amendment to the FHN charter setting forth the terms of the FHN Series G Preferred Stock (the “Series G Articles of Amendment”) with the Tennessee Secretary of State within five business days of the date of the Parent Merger Agreement. However, FHN filed the Series G Articles of Amendment in accordance with the Parent Merger Agreement, such that this termination right is no longer applicable.

- prior to the FHN shareholder approval being obtained, in order to enter into an alternative acquisition agreement with respect to a bona fide written proposal that FHN's board of directors determines in good faith is more favorable from a financial point of view to FHN's shareholders than the transactions contemplated by the Parent Merger Agreement and is reasonably likely to be timely consummated on its terms (a "Superior Proposal Termination").⁶

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

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

B. The Second Step Merger

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

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

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

⁶ The Parent Merger Agreement also permitted FHN to terminate the Parent Merger Agreement if TDB failed to pay to FHN the Series G Subscription Price under the Securities Purchase Agreement within five business days of the date that the Series G Articles of Amendment have become effective. TDB paid the Series G Subscription Price to FHN in accordance with the Parent Merger Agreement, such that this termination right is no longer applicable.

of TDBUSH having powers, preferences and special rights that are not materially less favorable than the FHN Series C Preferred Stock;

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

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

C. The Bank Merger

Pursuant to the terms of the Parent Merger Agreement, the Applicant and the Target Institution have entered into the Bank Merger Agreement, pursuant to which the Target Institution will be merged (conditioned on the prior consummation of the Parent Merger as well as receipt of all required regulatory approvals) with and into the Applicant, with the Applicant surviving the merger and continuing its corporate existence as a national bank, and with the separate corporate existence of the Target Institution ceasing thereupon. The Applicant currently expects that the Second Step Merger will be completed within several weeks of the completion of the Parent Merger, and that the Bank Merger will be consummated promptly following the Second Step Merger, such that TD will not operate First Horizon Bank as a separate subsidiary for more than a brief period of time.⁷

Upon consummation of the Bank Merger, the name of the Resulting Institution will continue to be "TD Bank, National Association" with its main office remaining at 2035 Limestone Road, Wilmington, Delaware 19808, and neither the Articles of Association nor the Bylaws of the Applicant will be amended as a result of the Bank Merger.

At the effective time of the Bank Merger, (i) if the Bank Merger occurs after the Second Step Merger, the issued and outstanding shares of common stock of First Horizon Bank held by TDBUSH immediately prior to the effective time of the Bank Merger will be converted into a number of newly-issued shares of common stock of TDBNA as is agreed by TDBUSH and TDBNA prior to the effective time of the Bank Merger, or (ii) if the Bank Merger occurs prior to the Second Step Merger, the issued and outstanding shares of common stock of First Horizon

⁷ For additional discussion regarding the timing of the Second Step Merger and Bank Merger, please see note 1, *supra*.

Bank held by FHN immediately prior to the effective time of the Bank Merger will be converted into a number of newly-issued shares of common stock of TDBNA having a fair market value (based on the aggregate tangible book value of TDBNA as of the most recent fiscal quarter end, calculated on a pro forma basis giving effect to the Bank Merger) equal to the fair market value of First Horizon Bank (based on the tangible book value of First Horizon Bank as of the most recent fiscal quarter end) (the “Bank Share Acquisition”). Each issued and outstanding share of the Applicant’s common stock will remain unchanged and outstanding.

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

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

D. The Securities Purchase

Concurrently with the entry into the Parent Merger Agreement, TDB and FHN have entered into a securities purchase agreement (the “Securities Purchase Agreement”) pursuant to which TDB has acquired 4,935.694 shares of FHN Series G Preferred Stock, a newly designated series of FHN preferred stock having the terms set forth in the Series G Articles of Amendment (the “Securities Purchase”), in a private placement for an aggregate purchase price of \$493,569,400 (the “Series G Subscription Price”).

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

The FHN Series G Preferred Stock does not have any voting power except that the approval of two-thirds of the outstanding shares of non-voting stock of FHN, voting separately as a class, will be required to authorize the issuance of additional shares of FHN Series G Preferred Stock or classes of senior securities, amend a provision of the FHN charter or bylaws in a manner that significantly and adversely affects the rights or preferences of the FHN Series G Preferred Stock, or consummate a transaction that would result in the FHN Series G Preferred

Stock not remaining outstanding or being exchanged for new preference securities having terms that are materially less favorable than those of the FHN Series G Preferred Stock. These limited voting rights of the FHN Series G Preferred Stock are consistent with the voting rights that are permissible for “nonvoting securities” under 12 C.F.R. § 225.2(q)(2).

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

Upon the termination of the Parent Merger Agreement or completion of the Parent Merger, the FHN Series G Preferred Stock will convert into shares of FHN common stock at a specified conversion rate. In the event that the Parent Merger Agreement is terminated due to the failure to receive a requisite regulatory approval, a legal restraint that relates to a requisite regulatory approval, or a breach of the Parent Merger Agreement which results in or materially contributes to the failure to receive a requisite regulatory approval, the FHN Series G Preferred Stock will convert into approximately 19.7 million shares of FHN common stock. In all other cases, including upon completion of the Parent Merger or if the requisite FHN shareholder approval for the Parent Merger Agreement is not obtained, the FHN Series G Preferred Stock will convert into approximately 27.5 million shares of FHN common stock.⁸

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

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

⁸ TDB expects to contribute the shares of FHN common stock into which the FHN Series G Preferred Stock would be converted on or prior to completion of the Parent Merger to TDBUSH, such that TDBUSH would be the direct owner of 100% of FHN’s common stock following completion of the Parent Merger.

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

E. Regulatory Approvals and Notices

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

1. OCC Approval Under the Bank Merger Act

TDBNA is required to obtain the prior approval of the OCC in order to effect the Bank Merger under the Bank Merger Act, and to retain the main office and branches of First Horizon Bank at consummation of the Bank Merger as branches of TDBNA pursuant to 12 U.S.C. § 36(d). By this Application, the Applicant requests the OCC to grant such approvals.⁹

2. Federal Reserve Approval Under Section 3 of the BHC Act

A separate application for the Federal Reserve's prior approval of the Parent Merger, Second Step Merger (if applicable) and Bank Share Acquisition (if applicable) pursuant to Section 3(a) of the BHC Act and Section 225.11 of the Federal Reserve's Regulation Y is being submitted to the Federal Reserve in connection with this Application.

3. Federal Reserve Notification Under Section 4 of the BHC Act

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

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

⁹ By this Application, the Applicant also provides notice with respect to the acquisition of First Horizon Bank's operating subsidiaries and other equity investments under 12 C.F.R. §§ 5.34 and 5.36, and requests approval to acquire control of First Horizon Bank's financial subsidiaries under 12 U.S.C. § 24a and 12 C.F.R. § 5.39, each as identified in Confidential Exhibit 2. See also 12 C.F.R. § 5.33(e)(3)(i) ("The OCC does not require a separate application or notice under §§ 5.34...5.36 [and] 5.39".)

- CB Trustee, LLC; and
- First Horizon Community Development Fund, LLC.

TD, TDGUS and TDBUSH intend to acquire the other current direct subsidiaries of FHN—including various statutory trusts established solely for the purpose of issuing capital securities,¹⁰ Liberty Bancorp Denning LLC (which serves as the managing partner and 51% equity owner of 840 Denning LLC), 840 Denning LLC (which owns real property leased by First Horizon Bank), and First Horizon Merger Sub, LLC (which was formed solely for the purpose of facilitating transactions by FHN)—pursuant to Section 4(c)(1) of the BHC Act and Section 225.22(b) of Regulation Y, which do not require the Federal Reserve’s prior approval.

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

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

4. Tennessee Department of Financial Institutions Approval

TD, TDGUS and TDBUSH will apply to the Tennessee Department of Financial Institutions for prior approval under Section 0180-15-.03(1) of the Tennessee Rules and Regulations to effect the Parent Merger and thereby indirectly acquire a Tennessee state-chartered financial institution.

5. Canadian Approvals and Filings

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

6. Certain Other Non-Banking Filings

¹⁰ Such statutory trusts include TIBFL Statutory Trust III, FNB United Statutory Trust I, FNB United Statutory Trust II, Greene County Capital Trust II, Southern Community Capital Trust III, Omni (LA) Statutory Trust II, Capital Bank Statutory Trust III, Civitas Statutory Trust I, and Greenbank Capital Trust I.

Certain other filings will be made in respect of the Proposed Transaction, including the filings with various state agencies described under Part IV.F.1 of this Preliminary Statement relating to interstate branching, filings under the Hart-Scott-Rodino Act and certain filings in respect of the indirect acquisition by TDGUS of certain of First Horizon Bank’s subsidiaries (including First Horizon Advisors, Inc. and FHN Financial Securities Corp.) including filings for change-of-control approval or non-objection with the Financial Industry Regulatory Authority and to comply with requirements of certain state insurance and securities authorities.

IV. STATUTORY AND REGULATORY CRITERIA FOR APPROVAL

A. Competition

The Proposed Transaction would not have adverse competitive effects or result in decreased competition within the United States. On a nationwide basis, at December 31, 2021, TDBNA had total deposits held in domestic offices of \$370.8 billion, representing 2.0% of total nationwide deposits, and First Horizon Bank had total deposits held in domestic offices of \$75.7 billion, representing 0.4% of total nationwide deposits.¹¹ On a pro forma basis, the Resulting Institution will hold approximately \$446.5 billion in total domestic deposits, accounting for less than 3% of total nationwide deposits.

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

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

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

¹¹ According to the FDIC’s “Statistics on Depository Institutions” database, FDIC-insured commercial banks and thrifts held \$18,189 billion in domestic deposits, as of December 31, 2021. See FDIC Statistics at a Glance (as of December 31, 2021) available at <https://www.fdic.gov/analysis/quarterly-banking-profile/statistics-at-a-glance/2021dec/industry.pdf>.

10 of these markets.¹² In addition, the Proposed Transaction would result in a pro forma HHI total of less than 1800 in 13 of these 16 overlapping Federal Reserve banking markets.¹³

The Proposed Transaction's limited competitive impact is further evident when the geographic markets are based on counties. In each of the 20 counties in which the existing branch banking operations of the Applicant and the Target Institution overlap, the Proposed Transaction would result in an HHI increase of less than 50 points and a pro forma deposit market share of approximately 10% or less.

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

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

B. Financial and Managerial Resources

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

¹² The combined organization's pro forma deposit market shares would exceed 10% only in the Hickory, NC, Greenville, SC, and Naples Area, FL overlapping banking markets, with pro forma deposit market shares of 11.98%, 10.86% and 10.13%, respectively.

¹³ The Proposed Transaction would result in a total HHI in excess of 1800 only in the Charlotte, NC, Jacksonville Area, FL, and Columbia, SC banking markets. The resulting total HHI in the Columbia, SC banking market would be 1902, only modestly above 1800, and the HHI increase would be only two points.

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

TDBNA and First Horizon Bank each maintains a strong financial position. The regulatory capital ratios of each bank exceed the numeric criteria established by the OCC and Federal Reserve, respectively, for classification as a “well capitalized” institution, and each has sound earnings and asset quality. The Resulting Institution will continue to maintain this financial strength after consummation of the Bank Merger and, on a pro forma basis, the Resulting Institution will continue to have regulatory capital ratios that exceed those required for “well capitalized” institutions.

The Proposed Transaction is expected to enhance the Applicant’s financial position, as the combined organization will maintain the Applicant’s strong capital and liquidity position but with a more diversified geographic footprint and product offering. The Proposed Transaction will also enable the Applicant to achieve higher earnings and profitability through cost savings and revenue-enhancing synergies, and the Applicant anticipates opportunities for revenue growth through customer product enhancements and a greater ability to deploy technology for client experience improvements. For pro forma financial and regulatory capital information for the Resulting Institution reflecting the effects of the Bank Merger, please see Confidential Exhibit 6.

With regard to management resources, the senior management of both TDBNA and First Horizon Bank are highly experienced with a strong record of leading and operating significant financial institutions, and the senior management of the Resulting Institution are well known to the OCC. As discussed in Part III.C of this Preliminary Statement, the Applicant expects that the current members of its senior management will remain as officers of the combined organization following the Bank Merger. The officers of the Applicant and TDGUS, who will lead the management of the Resulting Institution, are experienced and capable managers whose skills will contribute in a significant way to the financial and managerial strength of the Resulting Institution following the consummation of the Proposed Transaction. In addition, the members of the Applicant’s board of directors possess the necessary qualifications to provide effective oversight of the Applicant’s business and quality advice and counsel to the Applicant’s management. Within the past two years, the Federal Reserve has found both Applicant and First Horizon to be well-managed and having directors and senior executive officers with the sufficient levels of experience and expertise to manage significant acquisitions.¹⁴

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

1. Capital, Liquidity and Enhanced Prudential Standards

Since January 1, 2020, the federal banking agencies’ capital and liquidity rules classify all banking organizations with \$100 billion or more in total consolidated assets into one of four categories (Category I, II, III or IV), based on the banking organization’s asset size and risk profile, with the most stringent capital and liquidity requirements applicable to Category I firms and the least restrictive requirements applying to Category IV firms. The classification of any

¹⁴ See, e.g., The Toronto-Dominion Bank, FRB Order No. 2020-04 (September 30, 2020), First Horizon National Corporation, FRB Order No. 2020-01 (June 15, 2020).

subsidiary bank of a bank holding company generally follows that of its parent bank holding company. Based on this regulatory framework, TDGUS and TDBNA currently qualify as Category III organizations. FHN, as a banking organization with less than \$100 billion in total consolidated assets, does not currently qualify as a Category IV (or other higher category) organization. Following completion of the Proposed Transaction, the combined organization will continue to qualify as a Category III organization.

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

In June 2021, the Federal Reserve released the results of its supervisory stress tests under the Federal Reserve's hypothetical severely adverse scenario, which included a severe global recession accompanied by a period of heightened stress in commercial real estate and corporate debt markets.¹⁵ The Federal Reserve projected that, in the severely adverse scenario, TDGUS's Common Equity Tier 1 ("CET1") capital ratio would decline from an actual 17.0% in the fourth quarter of 2020 by only 1.8% to its minimum of 15.2%, before rising back to 15.3% at the end of the first quarter of 2023. Even under these hypothetical severely adverse conditions, the CET1 and other capital ratios of TDGUS would remain significantly above the regulatory minimum levels, demonstrating the resiliency of its balance sheet and its strong credit risk and asset liability management practices. Summary information relating to the supervisory stress test results of TDGUS is provided in Public Exhibit 8. FHN is not subject to the Federal Reserve's supervisory stress testing requirements. However, FHN and First Horizon Bank completed a company run stress test using the Comprehensive Capital Analysis and Review (CCAR) Resubmission scenarios published in February 2021. Results of these tests indicate that both FHN and First Horizon Bank would be able to maintain capital well in excess of Basel III Adequately Capitalized standards under the hypothetical severe global recession of the 2021 CCAR Severely Adverse scenario. A summary of those results is included in Public Exhibit 8.

¹⁵ The severely adverse scenario is characterized by a severe global recession accompanied by a period of heightened stress in commercial real estate ("CRE") and corporate debt markets. Under the severely adverse scenario, the economic downturn is amplified by the prolonged continuation of remote work, which leads to larger commercial real estate price declines that, in turn, spill over to the corporate sector and affect investor sentiment. The developments in foreign economies reflect greater stress in emerging market economies, partly driven by building risks in the Chinese economy. Also under the severely adverse scenario, the U.S. unemployment rate climbs to a peak of 10 percent in the third quarter of 2023, a 5.75% increase relative to its fourth-quarter 2021 level. Real GDP declines more than 3.5% from the fourth quarter of 2021 to its trough in the first quarter of 2023. The rising unemployment and the rapid decline in aggregate demand for goods and services lead to significantly reduced inflationary pressures. CPI inflation falls from an annual rate of 8.25% at the end of 2021 to an annual rate of about 1.25% in the third quarter of 2022 and then gradually increases above 1.5% by the end of the scenario. Short-term interest rates as measured by the 3-month Treasury rate remain near zero throughout the scenario. Long-term interest rates as measured by the 10-year Treasury yield drop to 0.75% during the first quarter of 2022 and remain unchanged in the second and third quarters of 2022, after which they gradually rise to 1.5% by the end of the scenario. Because short-term interest rates are assumed to remain near zero, the path of the yield curve slope, as defined by the difference between the 10-year Treasury yield and the 3-month Treasury rate, follows that of long-term interest rates. Conditions in corporate bond markets deteriorate markedly. Asset prices drop sharply in the severely adverse scenario. House prices and CRE prices also experience large declines.

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

TDGUS currently maintains a stable average LCR above the regulatory minimum of 100%, and will continue to do so following consummation of the Proposed Transaction. In this regard, TDGUS has substantial liquidity resources, including a weighted average of \$95.95 billion of high-quality liquid assets in the fourth quarter of 2021.

The combined organization, following consummation of the Proposed Transaction, will have approximately \$603 billion in total consolidated assets, and therefore will remain well under the \$700 billion total-asset threshold for classification as a Category II firm. In addition, the combined organization would remain under the \$75 billion cross-jurisdictional activity threshold for classification as a Category II firm.¹⁶ The Applicant further notes that in order to move into a new category of standards, the Federal Reserve's enhanced prudential standards rules require that a banking organization's risk-based indicator levels exceed the applicable threshold for the more stringent category based on an average of the previous four quarters.¹⁷

2. Risk Management

TDBNA

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

TD has a subsidiary governance framework to support its overall risk governance structure, including boards of directors, and committees for various subsidiary entities where appropriate. Within the U.S. Retail business segment, risk and control oversight is provided by a

¹⁶ Please see Confidential Exhibit 11 for information regarding the pro forma cross-jurisdictional claims and cross-jurisdictional liabilities of the combined organization.

¹⁷ 84 FR 59230, 59248 (Nov. 1, 2019).

separate and distinct Board of Directors which includes a fully independent Board Risk Committee and Board Audit Committee. The U.S. Chief Risk Officer has unfettered access to the Board Risk Committee.

TD's risk governance structure emphasizes and balances independent oversight with clear ownership for risk and control within each business segment. Under TD's approach to risk governance, a "three lines of defense" model is employed, in which the first line of defense is the risk owner, the second line provides risk oversight, and the third line is internal audit. Each business segment has a dedicated risk management function that reports directly to a senior risk executive who, in turn, reports to the TDB Chief Risk Officer. This structure supports an appropriate level of independent oversight while emphasizing accountability for risk within the business segment. TD's Compliance Department is responsible for fostering a culture of integrity, ethics, and compliance throughout TD; delivering independent regulatory compliance and conduct risk management and oversight throughout TD; providing reliable and objective guidance and reporting to senior leadership and the board on the state of regulatory compliance and conduct risk, based on independent monitoring and testing conducted; and advising whether the Regulatory Compliance Management controls are sufficiently robust to achieve compliance with applicable regulatory requirements enterprise-wide. TD's Internal Audit function provides independent and objective assurance to the board regarding the reliability and effectiveness of key elements of TD's risk management, internal control, and governance processes.

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

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

- *Enterprise-Wide in Scope*: Risk Management will span all areas of TD, including third-party alliances and joint venture undertakings to the extent they may impact TD, and all boundaries both geographic and regulatory.
- *Transparent and Effective Communication*: Matters relating to risk will be communicated and escalated in a timely, accurate, and forthright manner.
- *Enhanced Accountability*: Risks will be explicitly owned, understood, and actively managed by business management and all employees, individually and collectively.

- *Independent Oversight*: Risk policies, monitoring, and reporting will be established and conducted independently and objectively.
- *Integrated Risk and Control Culture*: Risk Management disciplines will be integrated into TD's daily routines, decision-making, and strategy formulation.
- *Strategic Balance*: Risk will be managed to an acceptable level of exposure, recognizing the need to protect and grow shareholder value.

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

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

Capital Adequacy Assessment Programs and related economic capital practices. TD's performance is measured based on the allocation of risk-based capital to businesses and the cost charged against that capital.

- ***Risk Monitoring and Reporting:*** TD monitors and reports on risk levels on a regular basis against its risk appetite and Risk Management reports on its risk monitoring activities to senior management, TD's board of directors and its committees, and appropriate executive and management committees. Complementing regular risk monitoring and reporting, ad hoc risk reporting is provided to senior management, the Risk Committee, and TD's board of directors, as appropriate, for new and emerging risks or any significant changes to the Bank's risk profile. TD is developing methodologies and approaches for climate scenario analysis through participation in industry-wide working groups and is working to embed the assessment of climate-related risks and opportunities into relevant TD processes.

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

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

First Horizon Bank

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

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

receives reports on management's performance against FHN's risk tolerance primarily through the board's Executive & Risk and Audit Committees.

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

- *Specific Risk Committees*: The Board has delegated authority to the Chief Executive Officer to manage Business Strategy and Reputation Risk, and the general business affairs of FHN under the board of directors' oversight. The CEO utilizes the executive management team and the Management Risk Committee to carry out these duties and to analyze existing and emerging strategic and reputation risks and determines the appropriate course of action. The Management Risk Committee is comprised of the CEO and certain officers designated by the CEO. The Management Risk Committee is supported by a set of specific risk committees focused on unique risk types (e.g., liquidity, credit, operational, etc.). These risk committees provide a mechanism that assembles the necessary expertise and perspectives of the management team to discuss emerging risk issues, monitor FHN's risk-taking activities, and evaluate specific transactions and exposures. These committees also monitor the direction and trend of risks relative to business strategies and market conditions and direct management to respond to risk issues.
- *The Risk Management Organization*: FHN's risk management organization, led by the Chief Risk Officer and Chief Credit Officer, provides objective oversight of risk-taking activities. The risk management organization translates FHN's overall risk tolerance into approved limits and formal policies and is supported by corporate staff functions, including the Corporate Secretary, Legal, Finance, Human Resources, and Technology. Risk management also works with business units and functional experts to establish appropriate operating standards and monitor business practices in relation to those standards. Additionally, risk management proactively works with business units and senior management to focus management on key risks in FHN and emerging trends that may change FHN's risk profile. The Chief Risk Officer has overall responsibility and accountability for enterprise risk management and aggregate risk reporting.
- *Business Unit Risk Management*: FHN's business units are responsible for identifying, acknowledging, quantifying, mitigating, and managing all risks arising within their respective units. They determine and execute their business strategies, which puts them closest to the changing nature of risks and they are best able to take the needed actions to manage and mitigate those risks. The business units are supported by the risk management organization that helps identify and consider risks when making business decisions. Management processes, structure, and policies are designed to help ensure compliance with

laws and regulations as well as provide organizational clarity for authority, decision-making, and accountability. The risk governance structure supports and promotes the escalation of material items to executive management and the FHN board of directors.

- *Independent Assurance Functions*: Internal Audit, Credit Assurance Services (“CAS”), Compliance Testing and Model Validation provide an independent and objective assessment of the design and execution of FHN’s internal control system, including management processes, risk governance, and policies and procedures. These groups’ activities are designed to provide reasonable assurance that risks are appropriately identified and communicated; resources are safeguarded; significant financial, managerial, and operating information is complete, accurate, and reliable; and employee actions are in compliance with FHN’s policies and applicable laws and regulations. Internal Audit and CAS report to the Chief Audit Executive, who is appointed by and reports to the Audit Committee of the board of directors. Internal Audit reports quarterly to the Audit Committee of the FHN board of directors, while CAS reports quarterly to the Executive & Risk Committee of the FHN board of directors. Compliance Testing and Model Validation reports to the Chief Risk Officer and reports annually to the Audit Committee of the FHN board of directors.

3. Integration Planning

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

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

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

process. For a description of the due diligence conducted by the Applicant, please see Confidential Exhibit 8.

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

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

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

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

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

4. Commitment to Diversity and Inclusion

TDBNA

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

For TD, diversity and inclusion is a strategic priority, and TD has achieved progress in advancing D&I across its organization. Recent events, including the pandemic and horrific incidents of racism, have affected TD’s customers, colleagues and communities that TD serves. These events have reinforced the importance of diversity and inclusion as a core value and a business imperative for TD. Since the disproportionate impact of COVID-19 and social unrest, there has been a heightened focus not just on diversity at TD, but on advancing TD’s culture of inclusion.

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

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

- In 2021, TD successfully launched new cohorts of the Career Relaunch program designed to increase diversity in senior ranks. This program was created to recruit and nurture financial professionals who took an intentional career break for a range of reasons – to raise children, care for parents, serve in the military or tend to personal health. In addition, through its Women Advisor Strategy, TD implemented a wealth planning strategy supported by the recruitment of more women for senior investment advising roles and launched a mentorship program to help retain, grow and develop talent at TD.
- TD has a specialized talent recruiter in the U.S. to connect LGBTQ2+ talent with career opportunities at TD, and TD executives and colleagues participate in panels on the LGBTQ2+ workplace experience at TD in business case competitions, in mentoring initiatives and in partnerships with student organizations.

- TD works with Ascend, an organization that works to promote current and future business leaders from Pan-Asia, in the U.S.. TD's work with Ascend helps TD build and develop a highly engaged pool of potential applicants.
- TD has strong working relationships with groups such as Urban Leadership Forum in the U.S. to help TD reach its commitment to increasing Black representation within TD.
- TD's work with Specialisterne across TD's North America footprint to employ professionals who identify with autism or other forms of neurodivergence has led to over 40 hires over the past four years. In 2021, TD expanded the program into the U.S. by developing a pilot project within TD's technology department.
- TD increased its focus on hiring veterans and creating an inclusive environment where its veteran colleagues can thrive. TD boosted recruitment efforts in the U.S. by working with two national organizations – Hirepurpose and RecruitMilitary – in addition to its existing U.S. relationship with JobPath.

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

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

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

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

First Horizon Bank

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

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

- **Workforce**: FHN is committed to continuous improvement in creating and sustaining a diverse, equitable and inclusive workforce. FHN is dedicated to the goal of meaningful DEI at every level of the organization, particularly at its four highest levels of leadership.
- **Workplace**: FHN recognizes that the success of DEI hinges on the way it is embedded into the fabric of its culture. FHN’s ultimate goal is to lead the way in searching for, and providing professional and personal growth opportunities to its associates, clients and partners.
- **Marketplace**: FHN is committed to growing its business by meeting the diverse needs of all of its clients, represented by varied backgrounds and lifestyles. It is

committed to assisting its clients in attaining greater economic self-reliance by helping them select the best products and services to meet their financial needs. Additionally, First Horizon Bank is dedicated to serving its communities by culturally expanding its supplier base and modeling superior corporate citizenship.

- *Community*: FHN is committed to serving clients, businesses and communities in all geographic markets where it has a presence. As a company and as individuals, FHN shares the hopes of its neighbors for a better place to live, learn, work, plan and serve.

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

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

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

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

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

contribute to its collective strength and company culture. First Horizon Bank currently has 12 chapters of the following seven ARGs:

- *Alliance & Allies*: Dedicated to the support of diversity, equity and inclusion for lesbian, gay, bisexual and transgender associates and their parents, families, friends and straight allies.
- *Bankers en Motion*: Provides a support system for inclusion, community outreach and professional development.
- *Diversity Networking Association*: A collaborative and diverse networking experience that affords members access to career and community-focused opportunities for networking experiences.
- *Gen Now*: Fosters professional development and engagement among associates to become future leaders and encourages innovation and inclusion in a multigenerational workforce.
- *Veterans Support Association*: Supports associate veterans, their families and veterans groups in its communities.
- *Women's Initiative*: Promotes the success of women within FHN's communities.
- *Working Parents and Caregivers*: Provides support, encouragement and guidance to associates who serve in the capacity of a caregiver. This includes, but is not limited to, caregivers for children, aging parents, siblings and individuals with health issues.

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

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

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

C. Convenience and Needs of the Community

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

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

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

TDBNA's shared customer-focused operating philosophies and strong commitment to local communities.

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

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

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

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

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

1. Financial Education and Well-Being Offerings

TDBNA

TD believes that it has an important role to play in helping people improve their confidence in their financial future by helping them build their financial knowledge. TD works to embed financial health and education into its business practices and initiatives supporting its

customers, colleagues, and the communities it serves. TD is committed to delivering financial literacy and education, maintained through proprietary programs, and support of financial literacy programs offered by community-based organizations or governmental entities. A key differentiator of TD's financial education program is TD's employees' volunteerism to teach these lessons in person as a service to TD's communities.

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

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

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

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

In 2018, TDBNA introduced its first Adaptive Financial Education program. This initiative provides individuals with diverse abilities an opportunity to gain practical banking

skills and better understand their finances through access to personalized financial education and services. Through these tools, learners gain practical banking skills and access to the financial education and services needed for employment and independent living. The curriculum includes five lessons covering various topics. In 2019, this curriculum was made available on TD’s public website to allow parents, teacher, and community organizations to download the resources for use independently. Customers and non-customers can also request a TDBNA volunteer instructor to facilitate the lesson in person or virtually for their community group or organization.

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

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

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

First Horizon Bank

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

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

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

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

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

- *Rock the Street, Wall Street*: A financial literacy program designed to spark high school girls' interest in finance careers. Upon completion of the program, girls' comprehension of financial concepts improves by an average of 97 percent.
- *The University of Tennessee*: The University of Tennessee Extension's Youth Consumer and Financial Education program, which teaches financial and budgeting skills to nearly 50,000 students annually across Tennessee.
- *Knoxville Area Urban League*: The Knoxville Area Urban League's Homeownership Center Homebuyer Education classes, Foreclosure Counseling, and Financial Fitness classes. Knoxville Area Urban League's mission is to enable African Americans, other minority groups and the underserved to secure economic self-reliance, parity, power and civil rights. The organization regularly offers free and low-cost classes for community members.

- *Marbles Kids Museum*: First Horizon Foundation provided a grant to expand the Raleigh museum’s financial literacy exhibit, which helps bring financial education to life for children of all ages in a bright, interactive setting.
- *Greensboro Children’s Museum*: First Horizon’s contribution is helping update the museum’s ‘Smart Money’ program for elementary school-age children and integrate financial literacy programs throughout the museum’s exhibits.

2. Inclusive Products and Services for Consumers

TDBNA

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

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

Other affordable retail banking products include the TD Simple Checking account offers no barriers to open the account and no credit check; no minimum opening deposit; no minimum balance requirement; low monthly maintenance fee; free instant issue debit card, and free access to online banking and statements, bill pay, and direct deposit. For students and young adults ages 17 through 23, TDBNA’s Convenience Checking account offers no minimum balance requirements and no monthly maintenance fees. For customers who are 60 years or older, TDBNA offers the TD 60 Plus Checking Account, allowing such customers to earn interest while keeping a lower minimum daily balance to avoid a monthly fee. The TD 60 Plus Checking

Account comes with free standard checks, money orders and official checks. TDBNA opens personal accounts regardless of whether a person is unemployed or is or has been bankrupt, subject to required conditions. All TD deposit products are offered with no credit checks; no minimum opening deposits; free instant issue debit card, and free access to online banking and statements, bill pay, and direct deposit.

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

- The TD Cash Secured Credit Card, a credit card with a low deposit requirement (which was recently reduced from \$500 to \$300 for increased access) that allows customers who may not otherwise qualify for a credit card to build or rebuild their credit;
- Home equity loans with a low minimum loan amount of \$10,000, which offer a low fixed rate with terms from 5 to 30 years.
- “Right Step,” TDBNA’s LMI mortgage product, available to LMI customers or for properties located in LMI areas. The Right Step mortgage product offers customers substantial savings (because mortgage insurance is not required), flexible options (with down payment as low as 3% for single family homes), and competitive fixed interest rates allowing stability and additional savings. Right Step was enhanced in 2021 to further increase access with a lower FICO score requirement and expanded debt-to-income ratio and combined loan-to-value eligibility, and a \$500 minimum down-payment requirement.
- TDBNA also participates in the HomeReady loan program backed by Fannie Mae, which allows income-eligible borrowers to qualify for a home loan with as little as a 3% down payment.
- In March 2022, TDBNA launched the Home Access Mortgage Product, which is specifically designed to increase homeownership opportunities in Black and Hispanic communities across several markets within TDBNA’s footprint. The TD Home Access Mortgage provides prospective buyers with an affordable mortgage option, including a \$5,000 lender credit that borrowers can use for closing costs or towards a down payment of a home purchase, and offers more flexibility with greater debt-to-income ratio allowances as well as credit parameters that increase accessibility.

TDBNA also works to become a trusted business partner and help its small business customers achieve their business and personal goals. TDBNA engages its small business customers by providing them convenient access to financial services and resources geared to meet their needs. Through TDBNA’s digital and mobile tools, customers can manage their finances, learn new skills and apply for new solutions. In mid-2018, TDBNA launched the Digital Application for Small Business for borrowing requests of up to \$100,000, which allows

customers to apply for loans when doing so is most convenient for the customer (even after business hours or on weekends).

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

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

First Horizon Bank

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

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

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

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

- *Affordable Housing Loans*: First Horizon Bank offers loans under its Affordable Housing Program, which includes products with low down payment; long-term, fixed rate loans with low monthly payments; and no requirement that borrowers obtain private mortgage insurance.
- *Small Business Loans*: First Horizon Banks partners with Operation Hope to provide access to business capital to qualifying graduates of the Entrepreneurial

Training Program, including term loans, and credit products through small business visa credit card and secured visa (personal credit card).

- Secured Credit Card: First Horizon Bank’s secured credit card product provides customers access to credit, while allowing them to develop a solid history of credit payments that benefits their credit profile and increase their access to financial products in the future.
- Access Checking: First Horizon Bank offers free digital banking with low fees that includes features such as free bill payment, checkless accounts, free debit card and free online statements.

3. Response to Community Impacts of COVID-19

TDBNA

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

- Immediate Contributions for Community Health Needs – Within the first few weeks of the pandemic, TD donated to the National Association of Community Health Centers in the United States, which helped get funding directly to health centers in need, which are often the first point of contact for members of the communities they serve.
- Helped Non-Profits Navigate Initial and Ongoing Impacts of COVID-19 – TD supported over 500 organizations by honoring all existing funding commitments, offering flexibility to change or defer programming, supporting shifts to virtual programming and helping non-profits address immediate and long-term needs. TD also supported non-profits to stay operational at a time of increased need.
- TD Ready Challenge – Through its annual “TD Ready Challenge,” TD has made one-time grants (ranging from \$325,000 to \$1 million for U.S. organizations) available to support innovative solutions that address pandemic recovery, with an emphasis on communities that are experiencing disproportionate impacts of COVID-19.
- Evolved the TD Ready Commitment Network to Include Virtual and Contact-Free Opportunities – TD reimaged the colleague experience to offer an array of virtual and unique programs. Opportunities included virtual volunteering and community leadership, colleague fundraising initiatives, virtual group experiences

and online learning to help colleagues connect to their local communities during this exceptional time of need.

- *Launched TD COVID-19 Relief Colleague Fundraising Program* – Over 3,000 colleagues raised more than \$1.8 million for COVID-19 relief through a North American colleague fundraising program.
- *Introduced TD Community Resilience Initiative Webinars* – TD launched a series of webinars to help non-profit organizations navigate the uncertainties of COVID-19. Ten different webinars offered advice on a range of timely topics, including identifying support programs, managing finances during a crisis, economic outlooks and adjusted fundraising and revenue-generating methods. Over 3,000 individuals attended these events.
- *Supported Non-Profits, such as Newark Working Kitchens* – TD’s Social Impact and Small Business teams in the U.S. worked together to help provide startup funding to help keep local restaurants in Newark, New Jersey, afloat; reduce food insecurity in the community, and provide advice to small businesses on navigating available financial supports.

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

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

- TDBNA retail deposit customers were offered refunds of overdraft, monthly maintenance and non-TD ATM fees, as well as early access to retail Certificates of Deposit with no early withdrawal penalties.
- TD offered its TD Bank Visa credit card customers and personal loan customers payment deferment options and late fee refunds, with no derogatory credit bureau reporting. Throughout the pandemic, 299,000 accounts were assisted, totaling \$766 million in balances.
- Personal and TD Fit loans were offered payment deferment of 90 days (in some cases up to 120 days) and late fee refunds.

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

TD also recognizes that the COVID-19 pandemic has presented challenges for its employees, both at and away from work. Throughout the year, TD remained committed to its colleagues. TD has supported its employees in a number of ways during the pandemic and is using employee feedback to inform its future workforce strategies and practices. Highlights of TD's COVID-19 response for employees have included:

- Acknowledging the disruption and uncertainty caused by the pandemic and to help alleviate doubt during a stressful time, TD announced that there would be no job losses as a result of COVID-19 in 2020.
- TD took immediate steps to protect those who worked at TD locations, branches and stores and invested in technology to keep us connected with each other and with those that TD serves. TD moved thousands of employees to remote work in the space of a few weeks and implemented critical health and safety measures to protect those employees required to be in TD branches and stores. At the height of the pandemic, TD also supported the redeployment of thousands of colleagues to new areas of TD.
- In recognition of their front-line service, customer-facing employees required to work from a TD location in the U.S. received a recognition award of \$1,500 (\$500 per month in April–June) and three additional paid days off.

- All non-executive full-time and part-time employees received a \$500 Thank You award for the unparalleled resilience and determination they have shown in their work during the pandemic.
- To keep its employees engaged, TD held virtual events, including celebrations related to Pride and Indigenous history and summits related to women in leadership, disability inclusion and veterans.
- TD provided virtual health care to employees, allowing them 24/7 on-demand access to virtual medical consultations.
- TD provided 10 paid personal days for employees affected by school closures/dependent care, introduced a TD Personal Leave of Absence to provide extended, unpaid leaves of absence for COVID-19-related reasons to employees who are not eligible for statutory leaves, and adapted short-term disability practices to meet the needs of employees who are ill or potentially ill with COVID-19.

First Horizon Bank

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

FHN remained responsive to its clients, and its bankers were a key source of trust and advice during a period of great uncertainty. FHN worked hard to understand and address the various needs of its associates and provided critical information through a variety of channels including Town Hall meetings, webinars and a COVID-19 internal website. The company also:

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

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

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

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

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

4. Addressing Wealth Gaps

TDBNA

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

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

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

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

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

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

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

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

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

First Horizon Bank

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

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

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

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

5. Environmental and Sustainability Commitments

TDBNA

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

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

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

While long-term, ambitious goals are important to mobilize the action of many in the right direction, TD also recognizes that setting shorter-term targets is essential to help ensure incremental progress. In 2021, TD announced an interim target to achieve an absolute reduction in Scope 1 and 2 operational GHG emissions by 25% relative to a 2019 baseline. And in 2022, TD joined a select group of global banks in setting interim Scope 3 financed emissions targets, focusing initially on two high-emitting sectors, where the broader economy stands to benefit most from decarbonization efforts. To develop and promote universally accepted, science-based measurements of GHG emissions, TD continues to engage with governments, non-governmental organizations, businesses and other groups. TD joined the Partnership for Carbon Accounting Financials because TD recognizes that global reporting standards will help improve reporting, decision-making and risk management.

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

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

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

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

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

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

In 2019, TD established the Sustainable Finance Executive Council ("SFEC") to develop an enterprise-wide strategy that mobilizes sustainable finance across the Bank. The mandate of

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

First Horizon Bank

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

- Assigning ESG oversight to the Nominating and Corporate Governance Committee of the board of directors;
- Providing regular updates on climate-related risks to the Executive and Risk Committee;
- Identifying ESG as a key priority and delegating oversight to FHN's Chief Communications Officer, who is a member of the executive management team;
- Naming an ESG Officer of FHN;
- Establishing a Corporate Social Responsibility Working Group with a number of supporting Task Forces to help operationalize FHN's ESG priorities.

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

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

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

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

- *Land Trust for Tennessee*: A leader in land conservation working to preserve the unique character of Tennessee's natural and historic landscapes and sites for future generations. Since its founding in 1999, the organization has protected 125,000 acres in more than 70 Tennessee counties.
- *Wolf River Conservancy*: An organization dedicated to the protection and enhancement of the Wolf River and its watershed as a sustainable natural resource. One of its largest projects has been the creation of the Wolf River Greenway, a paved pathway for bikers, runners and walkers that stretches 30+ miles across the heart of Memphis.
- *Legacy Parks Foundation*: A nonprofit working to ensure that East Tennessee enjoys exceptional recreational opportunities, natural beauty and open spaces, and that those assets exist for generations to come. Since 2007, Legacy Parks has helped conserve 1,000 acres of forest and farmland, and added over 500 acres of parkland in Knox County.
- *Greensboro Downtown Parks*: A nonprofit organization in partnership with Center City Park, LeBauer Park and the city of Greensboro, North Carolina that focuses on the public activation, maintenance and overall vitality of the city's downtown parks.

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

- Governance and oversight of environmental matters at FHN;
- Alignment with "Task Force on Climate-related Financial Disclosures" ("TCFD") framework;

- Assessing FHN environmental-related impacts;
- Evaluating client-related environmental risk; and
- Supporting environmental transition for FHN and clients.

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

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

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

6. Fair Lending and Consumer Protection Compliance

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

TDBNA

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

TDBNA's Fair and Responsible Banking Policy supports its mission to mitigate risk to the consumer. This policy is approved annually by the board of directors and articulates the Bank's commitment to treat all consumers fairly, without regard to race, ethnicity, sex, and other factors prohibited by fair lending laws and/or Bank policy. The Fair and Responsible Banking

Policy also asserts TDBNA's commitment to provide financial products and services using clear and concise information and to maintain a compliance management system suitable for the size and risk profile of Bank activities. The Fair and Responsible Banking Policy focuses on key areas where TDBNA monitors its effectiveness for its customers, including with regard to accepting applications, marketing and advertising, developing and delivering products and services, operations, third-party service providers, loan decision processes, pricing processes, servicing and loss mitigation, and compliance with consumer protection laws including laws that prohibit redlining and reverse redlining and model development and usage.

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

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

First line business and governance teams administer business line controls, monitoring and testing to address fair banking and compliance risk. First line staff are fully trained on the Fair and Responsible Banking policy and receive annual training updates. Consumer business segments maintain policies, procedures, and monitoring schedules to confirm products and services are provided fairly, transparently, and without regard to prohibited basis. Policies cover the full credit lifecycle from marketing, through originations, servicing, collections, recovery, and charge off. Employee incentive programs for credit products are developed so they are consistent with TD's Fair Lending Policy and Conduct Risk Management policies and are reviewed and challenged by Compliance and the Conduct Risk Management Committee in accordance with its mandate.

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

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

strategies, and marketing strategies, consumer impact models, such as credit risk models, prior to implementation.

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

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

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

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

First Horizon Bank

First Horizon Bank's long-standing fair lending policies are designed to prevent discriminatory lending practices and to ensure compliance with all applicable federal, state, and

local fair lending laws and regulations. First Horizon Bank understands the importance of fair lending to its clients, its business, and the communities it serves, and is strongly committed to making its credit products and services available to prospective and existing clients on a fair and equitable basis. To help reinforce First Horizon Bank's commitment, annual fair lending training is provided to all First Horizon Bank employees and directors.

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

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

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

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

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

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

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

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

First Horizon Bank's FLCO has primary responsibility for developing and overseeing the fair lending risk assessment process, with input from the lines of business. The FLCO is also responsible for administering a comprehensive fair lending monitoring plan. The plan is assessed annually and adjusted based on results of the fair lending risk assessment, changes in business activity, results of prior fair lending reviews, Internal Audit and Credit Assurance Services reviews, and changes in applicable laws and regulations. The monitoring plan also includes a quantitative detective control program.

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

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

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

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

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

D. Community Reinvestment Act Performance

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

1. TDBNA CRA Performance Record

TDBNA has a long history supporting the needs of its local communities, which is foundational to the overall TD Framework and also in accordance with CRA. TDBNA recognizes the importance of working with and supporting all of its communities, including the LMI communities it serves. A key tenet of the TD Framework is TDBNA's purpose to enrich the lives of its customers, communities and colleagues. The TD Framework and guiding principles also establish the consumer-centric culture that drives TD's intrinsic support for meeting community needs.

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

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

In its most recent CRA performance evaluation dated April 2, 2018 (the “2018 CRA Evaluation”), the Applicant received an overall rating of “Outstanding.”¹⁸ For its most recent CRA performance evaluation, the Applicant’s performance level for each of the lending and investment tests was rated “Outstanding,” while its performance level for the service test was rated “High Satisfactory.” For each state or multistate metropolitan statistical area (“MSA”), the Applicant received a rating of at least “High Satisfactory.”¹⁹

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

Community Lending

With respect to community lending activity, TDBNA is focused on LMI households and communities and expanded its products that are responsive to the community needs, including its

¹⁸ A copy of Applicant’s most recent CRA evaluation is available here:
<https://www.occ.gov/static/cra/craeval/apr19/24096.pdf>.

¹⁹ In its most recent CRA performance evaluation dated September 17, 2020, the Applicant’s affiliated depository institution, TDBUSA, also received an overall rating of “Outstanding.” TDBUSA is a limited purpose bank for purposes of the CRA. While TDBUSA’s only assessment area consists of a portion of the Philadelphia-Camden-Wilmington PA-NJ-DE-MD multi-state MSA, the OCC also considered qualified investments, community development loans and services outside of the assessment area (including in the surrounding Northeast regional area) in evaluating TDBUSA’s CRA performance. In its performance evaluation, the OCC noted that TDBUSA demonstrates a high level of community development lending, community development services and qualified investment activity, as well as occasional use of “innovative or complex qualified investments, community development loans, or community development services.” The OCC determined that TDBUSA coordinates with various organizations to understand the needs of LMI communities and demonstrates “excellent” responsiveness to credit and community development needs in its assessment area. In particular, OCC examiner’s highlighted that TDBUSA demonstrates a high level of qualified investments, community development loans, and community development services, including, investments consisting of Low-Income Housing Tax Credits (LIHTC), a New Market Tax Credit (NMTC), and a mortgage-backed security (MBS) that supports affordable housing.

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

A copy of TDBUSA’s most recent CRA evaluation is available here:
<https://www.occ.gov/static/cra/craeval/Jan21/22611.pdf>

home mortgage products, small business loans, economic development loans and loans for affordable housing.

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

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

In addition to its affordable products, TDBNA is investing in the development of a diverse mortgage sales force to serve its communities.. TDBNA is expanding the number of community mortgage loan officers, who are focused on first-time homebuyers, and mortgage loan officers in key markets across TDBNA’s footprint to ensure that its salesforce reflects the market segments that TDBNA serves. TDBNA continues to invest in training programs for its community and mortgage loan officers, creating responsible, knowledgeable subject matter experts. TDBNA also creates and fosters strategic partnerships with minority trade organizations—such as the National Association of Real Estate Brokers, the National Association of Hispanic Real Estate Professionals, and the Asian Real Estate Association of America—to advance shared goals.

Community Investment

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

CCG is responsible for the management and supervision of CRA investment functions for TDBNA. In carrying out its duties, CCG strives to make investments that create positive long-term impact in revitalizing communities and neighborhoods in market areas served by TDBNA,

while at the same time providing a very safe and competitive return. These duties include originating, underwriting, closing, managing and ultimately the divesting of four distinct investment products on behalf of TDBNA. The CRA equity investment products include, among others:

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

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

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

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

- *Ascendus (formerly known as Accion East)*: Ascendus provides necessary small business technical assistance to bolster its several COVID-19 pandemic relief funds in partnership with the Small Business Administration. Recognizing the disproportionate need facing small business owners as they sought federal relief during shelter-in-place restrictions, Ascendus focuses on industries that employ Black and Brown communities including childcare centers, hair salons and barbershops, and restaurants/catering businesses. By leveraging low interest rates and favorable repayment terms, Ascendus serves Black-owned businesses when they need it most. Ascendus regularly partners with members of TD’s Community

Development team to provide financial education classes to its members. Since 2018, TDBNA has provided \$900,000 in grant support.

- *EVERFI*: Partners with TDBNA since 2017, EVERFI works in Massachusetts, New Jersey, and Florida to provide digital and live-financial education opportunities for middle school children. Using age appropriate content as part of the Vault: Understanding Your Money series, EVERFI teaches children about savings goals, managing cash flow, and establishes positive attitudes towards money. As schools migrated to an entirely virtual format, EVERFI saw the demand for the Vault program increase and were still able to engage more than 1,000 students in 50 schools across TDBNA's footprint.
- *Grameen America*: Under its Relief and Recovery Fund, Grameen America will use \$700,000 of support from the TD Charitable Foundation to provide direct relief to 500 small businesses across TDBNA's U.S. Footprint. Grameen will provide loans to its existing 50,000 membership, more than 90% of whom are Latina and Black women. Due to the size of the investment, Grameen America partnered with Community Development to create a bi-lingual series of small business and personal financial education webinars for their members using the existing TD curriculum. Since 2017, the TD Charitable Foundation, in partnership with Grameen America, has provided \$1 million in support to Latina and Black women business owners.
- *One Journey*: One Journey is an American non-profit working to improve the experience for refugees and other displaced people that connects them to their new communities. Using events, stories and festivals, One Journey helps provide hope and resilience to refugees while breaking down silos. Through support from the TD Charitable Foundation, One Journey helps create local connections that drive community members to take action in support of refugees and other displaced people.
- *READ 718*: TD is proud to support READ 718, a Brooklyn based not-for-profit organization dedicated to building strong, confident readers. READ 718 is an evidence-based literacy program for children in grades 3-6 reading below current grade level. The program aims to get children up to proficient reading levels through six weeks of one-to-one instruction. In light of the COVID-19 pandemic, READ 718 evolved its operations to continue supporting 100 students already in the program, with local community members and school staff offering online tutoring. In the two years of involvement from TD, READ 718 has helped more than 200 children increase their reading proficiency.

Community Service

The Applicant provides numerous services to reach all of its communities and has a long history of actively encouraging its employees to volunteer in the communities where they live and work. It also encourages serving in leadership positions serving LMI individuals and families, LMI geographies, and small businesses. Through TD's Ready Commitment Network,

employees who volunteer 40 or more hours annually at registered charitable organizations are eligible to earn a donation of \$500 for any of the organizations they volunteer with. In addition, employees are eligible for a Quarterly Community Volunteer Leader Award celebrating those who epitomize TDBNA's immense commitment to volunteerism. Every year, one of these awardees are selected to receive the CEO Leadership Award and receive a \$5,000 donation to an eligible organization of their choice.

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

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

- ASCENDUS, formerly Accion East, which empowers LMI business owners with access to capital and financial education;
- National Community Reinvestment Coalition and its member organizations;
- Philadelphia Local Initiative Support Coalition, one of over 35 local offices of the nation's largest community development organization;
- Mass Housing & Investment Corporation, a leading private investor and lender providing innovative financing for affordable housing and community development throughout New England;
- National Alliance of Community Economic Development Associations, whose mission is to lead the community development field and its partners in shaping and influencing strategies that advance community prosperity;
- The Housing and Community Development Network of New Jersey, a statewide association of over 250 non-profit housing and community development corporations, individuals, professional organizations, and prominent New Jersey corporations that support the creation of housing choices and economic opportunities for low- and moderate-income community residents.

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

debit card. These features are also available on TDBNA's "Convenience Checking" accounts for customers aged 17 to 23.

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

Additional Activities

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

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

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

Community Development Managers regularly meet with community-based organizations to keep current on the challenges within local communities and seek out opportunities to bring TDBNA's resources to the community to include capital, grants, volunteerism and participating in a variety of financial literacy venues. TDBNA's Community Development Managers also

hold regular Community Development Action Committee meetings, headed by TDBNA's Regional President and attended by all Senior Managers for the applicable market, within each of the bank's markets, which provide opportunities to discuss any local community activity and needs, review the market's CRA performance, discuss outreach activity and set action plans for any follow up. TDBNA also employs a Community Relations team responsible for identifying community service needs.

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

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

2. First Horizon Bank CRA Performance Record

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

In its most recent CRA performance evaluation dated November 30, 2020 (the "First Horizon Bank CRA Evaluation"),²⁰ First Horizon Bank's performance rating for each of the lending and service tests was rated "High Satisfactory" and its performance rating for the investment test was rated "Outstanding." First Horizon Bank's overall CRA performance rating was rated "Satisfactory." In the First Horizon Bank CRA Evaluation, the Federal Reserve Bank of St. Louis evaluated First Horizon Bank's CRA activities in each of its 22 assessment areas ("AAs"), and received a rating for five states (Tennessee, North Carolina, Florida, South Carolina and Texas) and three multistate MSAs and combined statistical areas ("CSAs") (Memphis Multistate MSA, Chattanooga Multistate CSA and Charlotte Multistate MSA). For each of these states and MSAs, First Horizon Bank received a rating of "Satisfactory."

With respect to the lending test, the Federal Reserve assigned First Horizon Bank a "High Satisfactory" overall rating, noting that First Horizon Bank's lending levels reflect good responsiveness to the credit needs of its assessment areas (with a high percentage of loans made within the bank's assessment areas). The Federal Reserve noted that First Horizon Bank's distribution of loans by borrower's income/revenue profile reflects adequate penetration among customers of different income levels and businesses of different sizes, and its geographic

²⁰ A copy of First Horizon Bank's most recent CRA evaluation is available here: https://www.federalreserve.gov/apps/CRAPubWeb/CRA/DownloadPDF/485559_20201130.

distribution of loans reflects good penetration throughout the bank's assessment areas. The Federal Reserve identified First Horizon Bank as "a leader in making community development loans," noting that First Horizon Bank "makes extensive use of innovative and/or flexible lending products in meeting the credit needs of its assessment areas."

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

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

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

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

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

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

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

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

A copy of the First Horizon Community Benefits Agreement is attached as Public Exhibit 9. As First Horizon Bank nears the end of the commitment period under its 2018 Community Benefits Agreement, it has experienced tremendous success in fulfilling its commitments under its Community Benefits Agreement. Through 2021, First Horizon Bank has completed its mortgage and small business staffing and product innovation commitments, and is on target to significantly exceed its mortgage and small business lending commitments, under the First Horizon Community Benefits Agreement. In addition, through 2021 First Horizon Bank is on target to significantly exceed its community development lending and investment commitments, as well as its philanthropic giving commitments, under the First Horizon Community Benefits Agreement.

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

Community Lending

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

- Nearly doubling a warehouse line of credit commitment to a federally chartered, public purpose, tribal-owned agency, which has a mission of increasing affordable and sustainable homeownership opportunities for individuals who would not

otherwise be able to purchase a home without down payment assistance, with the commitment used to fund the purchase of first-lien FHA mortgage loans, on a correspondent basis, from mortgage bankers in support of affordable housing needs in the First Horizon Bank region.

- In Manatee County, Florida, providing a construction loan to finance the construction of a 199-unit rent restricted multifamily family-oriented project in a moderate-income tract, in support of a municipal redevelopment plan.
- In Memphis, Tennessee, providing capital commitments to a Memphis Medical District Loan Fund to support district revitalization by funding the development of new market rate and affordable rental housing in addition to mixed-use projects.
- Providing commitments to a LIHTC loan pool and participating in three construction loans, providing financing for the development of 208 units of affordable housing targeted to LMI households in Florida, as well as several other community development loans financing other tax credit projects.
- Providing a loan to finance the construction of capital improvements for a New Orleans, Louisiana high school in a distressed low-income area, which provides educational services to children in grades 8 through 12 who are from LMI families.

Community Investment

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

- Providing equity commitments to purchase LIHTCs awarded to a project in Raleigh, NC supporting the construction of a 188-unit low-income housing project targeted to family households whose income ranges from 50% to 70% of the area median income level to address the strong demand for affordable housing in the Raleigh-Durham area.
- Serving as tax credit investor in both LIHTCs and HTCs to provide equity capital for a major renovation to an existing 65-unit senior affordable housing property located in New Iberia, Louisiana.
- Providing a significant equity commitment to finance a 219-unit LIHTC project in Memphis, Tennessee, which is targeted to LMI individuals and responsive to the need for affordable housing in Memphis.
- Providing significant equity capital to a LIHTC project in Jellico, Tennessee for renovations to a property in need of substantial rehabilitation, resulting in 123

one-bedroom units which are income and rent restricted to households earning an income at or below 60% of the area median income.

- Investing in two minority depository institutions, each headquartered in First Horizon Bank's footprint, providing additional capital to the minority depository institutions in support of their provision of banking services and products that are targeted to and benefit LMI individuals, African Americans, other minorities and underserved communities.

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

Community Service

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

3. **IBERIABANK CRA Performance Record**

Because the Federal Reserve's review of First Horizon Bank in the 2020 First Horizon Bank CRA Evaluation was "focused on the pre-merger-of-equals legacy First Horizon Bank geographical footprint given the recency of the merger" at the time of the First Horizon Bank CRA Evaluation, the Applicant further notes that prior to its merger with First Horizon Bank, IBERIABANK had also received an overall CRA performance rating of "Satisfactory" in its most recent performance evaluation by the Federal Reserve, dated as of May 10, 2017.²¹

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

With respect to the lending test, the Federal Reserve assigned IBERIABANK a rating of "High Satisfactory," noting that "the overall geographic distribution of small business lending reflects good penetration in low- and moderate-income geographies." The Federal Reserve also noted that IBERIABANK's lending was "responsive to credit needs in all states" in its footprint. IBERIABANK made a high level of community development loans during the evaluation period for a variety of purposes, including the financing of affordable housing for LMI individuals, promoting economic development by financing small businesses that resulted in job creation

²¹ A copy of IBERIABANK's most recent CRA evaluation, prior to its merger with First Horizon Bank, is available here: https://www.federalreserve.gov/apps/CRAPubWeb/CRA/DownloadPDF/808176_20170510

and/or retention, revitalizing and/or stabilizing targeted LMI census tracts or other qualified geographies, and community services targeted to LMI individuals. The Federal Reserve also highlighted IBERIABANK's community development loans with the purpose of helping communities recover from the effects of natural disasters.

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

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

With respect to community development services, the Federal Reserve noted that IBERIABANK employees had "extensive involvement" with organizations and activities that promote or facilitate affordable housing for LMI individuals, community services targeted to LMI individuals, economic development by financing small businesses or small farms, and revitalization/stabilization of LMI and distressed/underserved areas. In addition to board and committee leadership, the Federal Reserve noted that IBERIABANK's community outreach efforts included financial education for LMI individuals.

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

4. CRA and Consumer Protection Compliance Following the Bank Merger

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

TDBNA and First Horizon Bank have demonstrated a commitment to serving the needs of their communities. Each of TDBNA and First Horizon Bank have received an overall rating of at least "Satisfactory" for their most recent CRA performance evaluation (and TDBNA has received an overall rating of "Outstanding" for three of its last four CRA performance evaluations). The Resulting Institution will be committed to continuing to serve the existing programs under the CRA of each bank. TDBNA and First Horizon Bank believe the synergies

between the existing CRA programs of TDBNA and First Horizon Bank will be of benefit to the communities in the combined footprint with the Resulting Institution being well positioned to continue providing services to LMI communities served.

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

The existing CRA programs of both TDBNA and First Horizon Bank currently have significant board and management oversight. TDBNA's CRA and CRA Sunshine Policy is approved by the Audit Committee of the TDBUSH Board of Directors, and establishes TDBNA's commitment to, and approach for, establishing and maintaining a compliance management oversight process for the CRA Program that is aligned with TDBNA's objectives, as well as the requirements and guidance provided in the CRA. TDBNA maintains a CRA Oversight Committee, a management committee co-chaired by the U.S. Chief Compliance Officer and the Head of U.S. Consumer Product Management. The committee is comprised of executive management representing the TDBNA's business lines and corporate segments with accountability for delivery of CRA qualified products and services. In addition, TDBNA maintains a CRA Investment Committee, a management committee comprised of executive management from commercial business lines and corporate segments responsible for the oversight of the TDBNA's CRA investment portfolio.

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

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

Moreover, TDBNA intends to leverage its robust community outreach framework to coordinate a constructive dialogue with community groups and organizations regarding the ways

that Proposed Transaction is expected to benefit the communities served by both parties, as well as the ways in which the combined organization can continue to build on the extensive legacies of both banks in serving the needs of their respective communities.

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

E. Anti-Money Laundering and Sanctions Compliance

Under the Bank Merger Act, the OCC must consider “the effectiveness of any insured depository institutions involved in the proposed merger transaction in combating money laundering activities.”²² Both TDBNA and First Horizon Bank have comprehensive anti-money laundering and sanctions programs that are reasonably designed to ensure compliance with the Bank Secrecy Act of 1970, as amended by the USA PATRIOT Act of 2001, and all applicable regulations and regulatory guidance, as well as compliance with requirements administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”). In addition, each bank has qualified, dedicated personnel who are responsible for administering such programs. During the due diligence process, the AML team members from TD used a risk based approach to review and assess key risks related to AML. Both programs are currently designed to meet the five pillars requirements and will be further enhanced in the Bank Merger.

TDBNA

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

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

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

²² 12 U.S.C. § 1828(c)(11).

sanctions, and bribery and corruption risks are appropriately identified and mitigated. The BSA Officer has unfettered access, and reports regularly, to the appropriate Board committees and senior management on the overall effectiveness of the AML Program.

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

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

First Horizon Bank

First Horizon Bank has a written BSA/AML and OFAC compliance framework that is designed to comply with all applicable laws and regulations and to meet all five pillars of an effective BSA/AML/OFAC compliance program. First Horizon Bank has internal policies, procedures, and controls; conducts annual training for all associates as well as targeted training programs for certain individuals as warranted; employs a designated BSA Compliance Officer; and has an annual independent testing and review of its framework carried out by First Horizon Bank's Compliance Testing Team and its Internal Audit function.

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

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

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

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

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

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

The second line of defense, Compliance Testing, is responsible for ensuring that First Horizon Bank achieves compliance with applicable BSA/AML/OFAC laws and regulations. Compliance Testing has a robust testing schedule which includes the review of high-risk processes within the BSA/AML/OFAC program. The Compliance Testing function documents the test results in formal reports, which are issued to BSA/AML management, senior management, the Compliance Risk Working Group, and the Executive Risk Management Committee.

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

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

First Horizon Bank also maintains a risk-based OFAC compliance program with screening processes and controls reasonably designed to provide ongoing compliance with OFAC regulations. Management completes an annual OFAC Risk Assessment in conjunction with First Horizon Bank's enterprise wide BSA/AML Risk Assessment. Internal controls include screening for new customer relationships, higher risk transaction activity, automatic screening of ACHs and

wire transfers, and regular company-wide database scrubs. First Horizon Bank uses several automated software systems to identify and prevent prohibited transaction.

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

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

F. Riegle-Neal Act Requirements

The Riegle-Neal Interstate Branching and Efficiency Act of 1994, 12 U.S.C. § 1831u (“Riegle-Neal Act”), authorizes mergers between insured banks of different home states, subject to certain requirements.²³ For purposes of the Riegle-Neal Act, the home state of a state bank is the state by which the bank is chartered, and the home state of a national bank is the state in which the main office of the bank is located.²⁴ Under these standards, for purposes of the Riegle-Neal Act, the home state of the Applicant is Delaware, and the home state of the Target Institution is Tennessee. As discussed below, the Bank Merger meets the applicable requirements of the Riegle-Neal Act.

1. State Filing and Age Requirements

An acquiring bank in an interstate merger transaction must comply, subject to 12 U.S.C. § 1831u(b)(1), with the filing requirements of any state that will become a host state as a result of the transaction. First Horizon Bank has branches in Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, New York, North Carolina, South Carolina, Tennessee, Texas and Virginia. As Florida, New York, North Carolina, South Carolina and Virginia are already host states of the Applicant, the states that will become host states of the Applicant as a result of the Bank Merger are Alabama, Arkansas, Georgia, Louisiana, Mississippi, Tennessee and Texas.

The Applicant will provide notice and a copy of this Application to the appropriate banking agencies of these states pursuant to 12 U.S.C. § 1831u(b)(1)(A). In addition, applicable filing requirements among such states that the Applicant has identified are described below and, in each case, the Applicant and First Horizon Bank, as applicable, will comply with such requirements.

²³ See also 12 U.S.C. § 215a-1.

²⁴ 12 U.S.C. § 1831u(g)(4).

- In Alabama, an out-of-state bank that desires to operate a branch in Alabama must provide written notice of the transaction to the Alabama State Banking Department by the date on which it files the application with the responsible federal regulatory authority (and provide any applicable filing fee).²⁵ In addition, an out-of-state state bank that maintains a branch in Alabama must give at least 30 days' prior written notice to the Superintendent of the Alabama State Banking Department of any merger, consolidation, or other transaction that would cause a change of control with respect to the bank or any bank holding company that controls the bank.²⁶
- In Arkansas, an out-of-state bank that desires to operate a branch in Arkansas must obtain a certificate of authority to conduct banking business in the state from the Arkansas State Bank Department.²⁷ In addition, an out-of-state bank that maintains a branch in Arkansas must give at least 30 days' prior written notice to the Commissioner of the Arkansas State Bank Department of any merger, consolidation, or other transaction that would cause a change of control with respect to the bank or any bank holding company that controls the bank.²⁸
- In Florida, an out-of-state bank that desires to operate a branch in Florida must obtain a certificate of authority to transact business as a foreign corporation.²⁹ In addition, an out-of-state state bank that maintains a branch in Florida must give at least 30 days' prior written notice to the Florida Office of Financial Regulation of any merger, consolidation, or other transaction that would cause a change of control with respect to the bank or any bank holding company that controls the bank.³⁰
- In Georgia, an out-of-state bank that desires to establish or acquire a branch in Georgia must provide written notice of the transaction to the Georgia Department of Banking and Finance by the date on which it files the application with the responsible federal regulatory authority (and provide any applicable filing fee).³¹
- In Louisiana, an out-of-state bank that desires to establish or acquire a branch in Louisiana must provide a copy of any federal application relating to the

²⁵ Code of Ala. § 5-13B-23(f)

²⁶ Ala. Code § 5-13B-29

²⁷ A.C.A. § 23-48-1001

²⁸ A.C.A. § 23-48-910

²⁹ Fla. Stat. §§ 658.2953(11)(c); 607.1501.

³⁰ Fla. Stat. § 658.2953(10)

³¹ O.C.G.A. § 7-1-628.4(c); 7-1-628.5(a). Former notice provision under O.C.G.A. § 7-1-628.13 was repealed effective July 1, 2021.

establishment of a branch in Louisiana to the Louisiana Office of Financial Institutions (and provide any applicable filing fee).³²

- In Mississippi, an out-of-state state bank that maintains a branch in Mississippi must give at least 30 days' prior written notice to the Department of Banking and Consumer Finance Department of Banking and Consumer Finance of any merger, consolidation, or other transaction that would cause a change of control with respect to the bank or any bank holding company that controls the bank.³³
- In North Carolina, an out-of-state bank that maintains a branch in North Carolina must give at least 30 days' prior written notice to the North Carolina Office of the Commissioner of Banks of any merger, consolidation, or other transaction that would cause a change of control with respect to the bank or any bank holding company that controls the bank.³⁴
- In New York, an out-of-state state bank that proposes a transaction for a branch in New York must provide to the Superintendent of the New York State Department of Financial Services a copy of any application filed with the appropriate state supervisor and appropriate federal banking agency.³⁵
- In South Carolina, an out-of-state state bank that maintains a branch in South Carolina must give at least 30 days' prior written notice to the South Carolina Office of the Commissioner of Banks of any merger, consolidation, or other transaction that would cause a change of control with respect to the bank or any bank holding company that controls the bank.³⁶
- In Tennessee, an out-of-state bank that will be the resulting bank in an interstate merger transaction involving a Tennessee state bank must notify the commissioner of the Tennessee Department of Financial Institutions of the proposed merger by the date on which it files an application with the responsible federal bank supervisory agency, and provide a copy of the application to the commissioner (and provide any applicable filing fee).³⁷
- In Texas, an out-of-state bank that desires to operate a branch in Texas must submit an application for registration as a foreign corporation with the Texas

³² La. R.S. § 6:536(A).

³³ Miss. Code Ann. § 81-23-23.

³⁴ N.C. Gen. Stat. § 53-224.28. Prior notice requirements of N.C. Gen. Stat. § 53-224.14 do not apply to branch acquisitions through interstate mergers. *See* N.C. Gen. Stat. § 53-224.9(1).

³⁵ N.Y. Banking Law § 223, 225(2).

³⁶ S.C. Code Ann. § 34-25-310.

³⁷ Tenn. Code Ann. § 45-2-1409. Prior notice requirements of Tenn. Code Ann. § 45-2-1410 do not apply to target banks for which Tennessee is the home state, such as First Horizon Bank.

Secretary of State.³⁸ In addition, an out-of-state state bank that maintains a branch in Texas must give at least 30 days' prior written notice to the Texas Department of Banking of any merger, consolidation, or other transaction that would cause a change of control with respect to the bank or any bank holding company that controls the bank.³⁹

- In Virginia, an out-of-state bank will be the resulting bank in an interstate merger transaction must obtain a certificate of authority to transact banking business in the state.⁴⁰ In addition, an out-of-state state bank that maintains a branch in Virginia must give at least 30 days' prior written notice to the Virginia Bureau of Financial Institutions of any merger, consolidation, or other transaction that would cause a change of control with respect to the bank or any bank holding company that controls the bank.⁴¹

The OCC is required to respect a host-state law prohibition on interstate acquisitions of banks that are less than five years old.⁴² The minimum age requirement for interstate acquisitions in each of Georgia and Tennessee is three years.⁴³ The minimum age requirement for interstate acquisitions in each of Alabama, Arkansas, Louisiana, Mississippi, New York, and South Carolina is five years.⁴⁴ Florida, North Carolina, Texas, and Virginia do not have a minimum age requirement for interstate acquisitions. In any event, First Horizon Bank has been in existence for more than five years, with its original charter having been granted by the OCC in 1864.

2. Nationwide and State Concentration Limit

The OCC generally may not approve an interstate bank merger that would result in the acquirer holding more than 10% of the total amount of deposits of insured depository institutions in the United States (“nationwide deposits”).⁴⁵ The Resulting Institution will clearly not approach this level as a result of the Bank Merger. At December 31, 2021, TDBNA had total deposits held in domestic offices of \$370.8 billion and First Horizon Bank had total deposits held in domestic offices of \$75.7 billion. On a pro forma basis, the Resulting Institution will hold approximately \$446.5 billion in total domestic deposits, accounting for less than 3% of

³⁸ Tex. Fin. Code § 201.102.

³⁹ Tex. Fin. Code § 201.008.

⁴⁰ Va. Code Ann. § 6.2-852; Va. Code Ann. § 13.1-757(A).

⁴¹ Va. Code Ann. Section 6.2-847; Va. Code Ann. Section 6.2-859.

⁴² See 12 U.S.C. § 1831u(a)(5).

⁴³ O.C.G.A. § 7-1-628.3(a)(2); O.C.G.A. § 7-1-622; Tenn. Code Ann. § 45-2-1302; Tenn. Code Ann. § 45-2-1303; Tenn. Code Ann. § 45-2-1403(a)(2); Tenn. Code Ann. § 45-2-1403(a)(1).

⁴⁴ See Code of Ala. § 5-13B-23(c); Code of Ala. § 5-13B-6(d); A.C.A. § 23-45-102(18)(A); A.C.A. § 23-48-505(a); A.C.A. § 23-48-503(a)(3); A.C.A. § 23-48-502(a); A.C.A. § 23-48-903; La. R.S. § 6:532(11); La. R.S. § 6:536(C); La. R.S. § 6:521(B); La. R.S. § 6:532(11); La. R.S. § 6:535(C); Miss. Code Ann. § 81-7-8(1); Miss. Code Ann. § 81-23-9(2); Miss. Code Ann. § 81-23-5(k); N.Y. Banking Law § 142-a(1); S.C. Code Ann. § 34-25-240(c); S.C. Code Ann. § 34-25-50(c).

⁴⁵ See 12 U.S.C. §§ 1828(c)(13)(A); 1831u(b)(2)(A).

nationwide deposits.⁴⁶ Accordingly, the Bank Merger will clearly comply with the 10% nationwide concentration limit.

The OCC generally may not approve an interstate bank merger if (i) the applicant (and any of its affiliated insured depository institutions) has any branch in the home state of any bank to be acquired or in any host state in which any such bank maintains a branch; and (ii) the applicant (including any insured depository institutions that would be affiliated with the applicant upon consummation), upon consummation, would control 30% or more of the total amount of deposits of insured depository institutions in any such state.⁴⁷

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

The OCC is also required to respect nondiscriminatory state deposit caps.⁴⁸ Upon consummation, the combined company will not hold deposits in excess of any applicable state law regarding deposit concentration.⁴⁹

3. Community Reinvestment Act Compliance

The Bank Merger also does not raise issues with respect to the special community reinvestment compliance provisions of the Riegle-Neal Act. Pursuant to 12 U.S.C. § 1831u(b)(3), in determining whether to approve an application for 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,” the OCC

⁴⁶ According to the FDIC’s “Statistics on Depository Institutions” database, FDIC-insured commercial banks and thrifts held \$18,189 billion in domestic deposits, as of December 31, 2021. *See* FDIC Statistics at a Glance (as of December 31, 2021) available at <https://www.fdic.gov/analysis/quarterly-banking-profile/statistics-at-a-glance/2021dec/industry.pdf>.

The Applicant also notes that the combined company would not exceed the cap imposed under Section 622 of the Dodd-Frank Act, which prohibits a merger or acquisition between banking organizations if the transaction would result in the combined company controlling more than 10% of the aggregate consolidated liabilities of all financial companies. On June 17, 2021, the Federal Reserve stated that the aggregate financial sector liabilities for purposes of Section 622 of the Dodd-Frank Act was equal to \$ 21,787,962,476,000 for the period from July 1, 2021 through June 30, 2022. *See* Announcement of Financial Sector Liabilities, 86 Fed. Reg. 32267 (June 17, 2021). On a pro forma basis, following consummation of the Bank Merger, the total liabilities of the Resulting Institution would amount to \$457.1 billion, or approximately 2.1% of the aggregate U.S. financial sector liabilities.

⁴⁷ *See* 12 U.S.C. § 1831u(b)(2)(B).

⁴⁸ *See* 12 U.S.C. § 1831u(b)(2)(C).

⁴⁹ *See* Fla. Stat. § 658.2953(5)(b) (applying a 30% state deposit cap); S.C. Code Ann. § 34-25-240(b) and S.C. Code Ann. § 34-25-50(a) (applying a 30% state deposit cap). New York, North Carolina and Virginia do not have state statutory deposit caps.

must (i) comply with its responsibilities under Section 804 of the CRA, (ii) take into account the CRA evaluations of any bank that would be an affiliate of the resulting bank and (iii) take into account the applicant bank's record of compliance with applicable state community reinvestment laws.⁵⁰ As discussed above, the CRA itself applies to the Bank Merger and the Applicant has an extensive legacy of meeting the needs of all communities in its footprint.

4. Adequacy of Capital and Management Skills

Pursuant to 12 U.S.C. § 1831u(b)(4), each bank involved in the Bank Merger must be “adequately capitalized” as of the date the Application is filed and the Resulting Institution must be “well capitalized and well managed” upon the consummation of the Bank Merger. The term “adequately capitalized” is defined by reference to 12 U.S.C. § 1831o, the prompt corrective action statute. A bank is “adequately capitalized” if it has a total risk-based capital ratio of 8.0% or greater, a Tier 1 risk-based capital ratio of 6.0% or greater, a common equity Tier 1 risk-based capital ratio of 4.5% or greater and a leverage ratio of 4.0% or greater. The regulation provides that a bank is deemed to be notified of its capital category as of the most recent date of its Consolidated Report of Condition and Income (“Call Report”), report of examination or in a written notice of its capital category from the OCC. The Applicant and the Target Institution both satisfy the “adequately capitalized” requirement, as demonstrated in their respective Call Reports for the period ended December 31, 2021.

Upon consummation of the Bank Merger, the Resulting Institution will be “well capitalized and well managed,” as required by 12 U.S.C. § 1831u(b)(4)(B). As evidenced in the current and pro forma risk-adjusted regulatory capital information provided with this Application, TDBNA is and will continue to be “well capitalized.” In addition, as discussed in Part IV.B, the Applicant believes that it and First Horizon Bank each have strong management teams, the quality and competence of which are reflected in their respective strong capital ratios and overall revenue-generating capability and financial condition.

G. Financial Stability Considerations

Section 18(c) of the Bank Merger Act, as amended by Section 604(f) of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, 12 U.S.C. § 1828(c)(5) (the “Dodd-Frank Act”) requires the federal banking agencies to take into consideration “the risk to the stability of the United States banking or financial system” in their review of transactions pursuant to the Bank Merger Act (the “Financial Stability Standard”).

The OCC has not issued or proposed regulations defining how it would take financial stability considerations into account in reviewing an acquisition pursuant to the Bank Merger Act. However, in its approval decisions under the Bank Merger Act, the OCC has delineated six factors through which the OCC evaluates financial stability considerations: (i) whether the transaction would result in a material increase in risks to financial stability due to an increase in size of the combining firms; (ii) whether the transaction would result in a reduction in the availability of substitute providers for the services offered by the combining firms; (iii) whether the transaction would materially increase the extent of the interconnectedness of the financial

⁵⁰ 12 U.S.C. § 1831u(b)(3).

system; (iv) whether the transaction would materially increase the extent to which the combining firms contribute to the complexity of the financial system; (v) whether the transaction would materially increase the extent of cross-border activities of the combining firms; and (vi) the relative degree of difficulty of resolving the combined firm.

In reviewing financial stability considerations regarding a proposed transaction, the federal banking agencies have also considered “whether the proposed transaction would provide any stability benefits and whether enhanced prudential standards applicable to the combined organization would offset any potential risks” resulting from the proposed transaction, with diversification of revenue and funding sources resulting from a combination, as well as the application of the Federal Reserve’s tailored regulatory and supervisory frameworks to the resulting combined organization, serving as “financial-stability-enhancing features.”⁵¹

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

1. Size

When considering the size of a resulting organization for purposes of the Financial Stability Standard, the analysis may be informed by the asset size of the institutions, including the 10% national liabilities cap.⁵² Although the Bank Merger will increase the size of the Applicant’s operations, the size of the resulting organization following consummation of the Bank Merger does not significantly increase the risk that the Applicant poses to the U.S. financial system, and would not approach the national liabilities cap.

With respect to asset size, the total assets of TDBNA account for approximately 1.8% of the total assets of all U.S. insured depository institutions (“U.S. bank assets”).⁵³ The total assets of First Horizon Bank account for approximately 0.4% of U.S. bank assets.⁵⁴ On a pro forma basis, following consummation of the Bank Merger, the total assets of the Resulting Institution would amount to approximately 2.2% of U.S. bank assets and a significantly smaller share of the total assets of the U.S. financial system. Based on total consolidated assets, the combined organization would be only approximately one-fifth of the average total consolidated asset size of the four largest U.S. banking organizations.⁵⁵

⁵¹ See Capital One Financial Corporation, FRB Order No. 2012-2 (Feb. 14, 2012) at 36. See also Morgan Stanley, FRB Order 2020-05 (Sept. 30, 2020); Goldman Sachs Bank USA, FRB Order No. 2016-03 (March 21, 2016).

⁵² 12 U.S.C. § 1852.

⁵³ Total assets of TDBNA based on Call Report data as of December 31, 2021. Total assets of FDIC-insured banks and thrifts are \$23,719 billion. See FDIC Statistics at a Glance (as of December 31, 2021) available at <https://www.fdic.gov/analysis/quarterly-banking-profile/statistics-at-a-glance/2021dec/industry.pdf>.

⁵⁴ Total assets of First Horizon Bank based on Call Report data as of December 31, 2021. Total U.S. bank assets as of December 31, 2021.

⁵⁵ This calculation is based on the average of the total consolidated assets of the four largest bank holding companies

With respect to deposit size, the total domestic deposits of TDBNA account for approximately 2.0% of nationwide deposits.⁵⁶ The total domestic deposits of First Horizon Bank account for approximately 0.4% of nationwide deposits.⁵⁷ On a pro forma basis, following consummation of the Bank Merger, the total deposits of the Resulting Institution would amount to approximately 2.5% of total nationwide deposits.⁵⁸

With respect to liabilities, the Resulting Institution would not approach the national liabilities cap. The total liabilities of TDBNA account for approximately 1.7% of aggregate financial sector liabilities.⁵⁹ The total liabilities of First Horizon Bank account for approximately 0.4% of aggregate financial sector liabilities.⁶⁰ On a pro forma basis, following consummation of the Bank Merger, the total liabilities of the Resulting Institution would amount to approximately 2.0% of the aggregate U.S. financial sector liabilities.⁶¹

In addition, when the pro forma asset size of TDGUS is measured using the total exposures of TDGUS and FHN, as defined for purposes of the size indicators section of the Federal Reserve FR Y-15 report, it demonstrates that the Proposed Transaction would not result in financial stability concerns as measured by the size factor. In evaluating a bank holding company's total exposures, the relevant measures include its total derivatives, securities financing transactions, other on-balance sheet exposures and other off-balance sheet exposures. Based on TDGUS's Form FR Y-15 report as of December 31, 2021 and estimated data for FHN, the combined company would have total exposures (before regulatory deductions) of \$654.4 billion, which is only 2.6% of the total exposures reported by institutions that file the FR Y-15 form.⁶² The combined organization's "size" systemic indicator score, as calculated under the

as of December 31, 2021. The total consolidated assets of the largest bank holding companies as of such date are: JPMorgan Chase – \$3.74 trillion; Bank of America – \$3.17 trillion; Citigroup – \$2.29 trillion; and Wells Fargo – \$1.95 trillion.

⁵⁶ Total deposits of TDBNA held in domestic offices based on Call Report data as of December 31, 2021. Total domestic deposits of FDIC-insured banks and thrifts are \$18,189 billion (as of December 31, 2021) *available at* <https://www.fdic.gov/analysis/quarterly-banking-profile/statistics-at-a-glance/2021dec/industry.pdf>.

⁵⁷ Total deposits of First Horizon Bank held in domestic offices based on Call Report data as of December 31, 2021. Total nationwide deposits as of December 31, 2021.

⁵⁸ This percentage is significantly less than the nationwide deposit concentrations of various bank holding companies in the United States classified as GSIBs, for example (as of December 31, 2021): Bank of America – 11.35%; Citigroup – 7.29%; JPMorgan Chase – 13.54%; and Wells Fargo – 8.15%.

⁵⁹ On June 17, 2021, the Federal Reserve stated that the aggregate financial sector liabilities for purposes of Section 622 of the Dodd-Frank Act was equal to \$21,787,962,476,000 for the period from July 1, 2021 through June 30, 2022. *See* Announcement of Financial Sector Liabilities, 86 Fed. Reg. 32267 (June 17, 2021).

⁶⁰ Total liabilities of First Horizon Bank based on Call Report data as of December 31, 2021.

⁶¹ This percentage is significantly less than the nationwide financial sector liability concentrations of various bank holding companies in the United States classified as GSIBs, for example (as of December 31, 2021): Bank of America – 13.31%; Citigroup – 9.59%; JPMorgan Chase – 15.83%; and Wells Fargo – 8.07%.

⁶² The pro forma total exposures of the combined company were calculated by adding the total exposures of such activities reported on TDGUS's FR Y-15 report (as of December 31, 2021) and estimated data for FHN. The combined organization's total exposures would also be only a small portion of such total exposures of the non-custodial U.S. GSIBs as of such date: JPMorgan Chase – \$4.62 trillion, Bank of America – \$3.68 trillion, Citigroup – \$2.99 trillion, Wells Fargo – \$2.34 trillion, Goldman Sachs – \$1.92 trillion, and Morgan Stanley –

Method 1 and Method 2 GSIB surcharge scoring methodologies of Subpart H of the Federal Reserve's Regulation Q, would increase by only two points under Method 1 and four points under Method 2, each as compared to TDGUS's systemic indicator scores as of December 31, 2021.

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

2. Substitutability

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

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

Both the Applicant and First Horizon Bank provide products and services that are widely recognized to be unconcentrated. With respect to U.S. banking activities, TD, through its U.S. depository institution subsidiaries TDBNA and TDBUSA, provides a wide range of commercial, retail, and small business banking, as well as asset management products and services to individual, corporate and institutional clients. First Horizon Bank provides retail and commercial banking, specialized commercial lending, commercial leasing and equipment financing, brokerage, wealth management, capital markets services and other financial products and services to individual consumers, small and medium-sized enterprises, and large corporations. These activities of both banks take place in a highly competitive environment with many banks and other financial institutions providing the same services both in local and regional markets and on a national basis.⁶³

\$1.50 trillion.

⁶³ For example, the Federal Reserve has noted that there are numerous competitors in the United States that offer retail and commercial deposit products; consumer and commercial loan products; mortgage lending; commercial lease financing and related services; asset-based lending; student lending; small business lending; loan servicing for third-party investors; private bank and trust services; payments processing; cash management and treasury services; securities brokerage and underwriting; insurance agency and brokerage; capital markets services; investment advisory; asset management; wealth management; investment and mergers and acquisition advisory services; capital markets; investment banking services; trust operations and fiduciary services; risk-management and asset management services; community development investment; payments; merchant services; and treasury management services. *See, e.g.,* The PNC Financial Services Group, Inc., FRB Order 2021-4 (May 14, 2021);

In evaluating the substitutability of the combined organization under the Financial Stability Standard, the relevant measures include the combined organization's total payments activity, amount of assets under custody and underwriting activity. Based on TDGUS's FR Y-15 report (as of December 31, 2021) and estimated data for FHN, the combined company would have total payments activity of \$10.8 trillion, total assets under custody of \$41.9 billion and total underwriting activity of \$110.3 billion, which are each only a small fraction of these activities in the U.S. financial system. The combined organization would account for approximately 0.7% of payments activities, less than 0.1% of assets under custody, and 2.5% of underwriting activities of the total reported by institutions that file the FR Y-15 form.⁶⁴ Further, the combined organization's "substitutability" systemic indicator score, as calculated under the Method 1 GSIB surcharge scoring methodology of Subpart H of the Federal Reserve's Regulation Q, would increase by only three points as compared to TDGUS's systemic indicator score as of December 31, 2021. As indicated by these data, the combined organization would have a small share on a nationwide basis, and numerous competitors would remain.

Accordingly, following the consummation of the Proposed Transaction, the Resulting Institution's market share of any activity would not be substantial enough to cause significant disruption in the activity if the Resulting Institution were to experience distress, due to the availability of numerous substitute providers that could offer each of the business lines of the Resulting Institution's business.

3. Interconnectedness

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

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

BB&T Corporation, FRB Order 2019-16 (November 19, 2019).

⁶⁴ Such totals are also significantly less than the totals for such indicators reported by the non-custodial U.S. GSIBs. The respective total payments activity, total assets under custody and total underwriting activity reported by the non-custodial U.S. GSIBs on their FR Y-15 reports (as of December 31, 2021) were as follows: JPMorgan Chase – \$500.43 trillion, \$34.01 trillion and \$768.14 billion; Bank of America – \$156.94 trillion, \$4.26 trillion and \$654.13 billion; Citigroup – \$194.77 trillion, \$21.29 trillion and \$554.48 billion; Wells Fargo – \$58.62 trillion, \$3.49 trillion and \$258.06 billion; Goldman Sachs – \$14.74 trillion, \$1.65 trillion and \$473.47 billion; and Morgan Stanley – \$15.12 trillion, \$3.83 trillion and \$481.75 billion.

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

Similarly, when the interconnectedness of the combined company is measured using the interconnectedness indicators of the FR Y-15 report, this measure clearly demonstrates that the Proposed Transaction would not result in a material increase in systemic risk under such indicators. In evaluating the combined organization's interconnectedness, the relevant measures include the banking organization's total claims on the financial system, its total liabilities to the financial system, the total value of debt and equity securities it issues and the total letters of credit outstanding to other financial institutions. Based on TDGUS's FR Y-15 report as of December 31, 2021 and estimated data for FHN, the combined company would have total intra-financial system assets of \$32.8 billion, total intra-financial system liabilities of \$11.1 billion, and total securities outstanding of \$19.4 billion, which would account for approximately 1.6% of total intra-financial system assets, 0.5% of total intra-financial system liabilities, and 0.4% of total securities outstanding of the total reported by institutions that file the FR Y-15 form.⁶⁵ Further, the combined organization's "interconnectedness" systemic indicator score, as calculated under the Method 1 and Method 2 GSIB surcharge scoring methodologies of Subpart H of the Federal Reserve's Regulation Q, would increase by only two points under Method 1 and three points under Method 2, each as compared to TDGUS's systemic indicator scores as of December 31, 2021.

4. Complexity and Resolution

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

The Resulting Institution would not have an organizational structure, complex interrelationships, or unique structural characteristics that might complicate the resolution process by increasing the complexity, costs or timeframes involved in a resolution. In addition, the Applicant and its subsidiary depository institutions have complied with applicable resolution

⁶⁵ Such totals are also significantly less than the totals for such indicators reported by the non-custodial U.S. GSIBs. For example, the respective total intra-financial system assets, intra-financial system liabilities and securities outstanding reported by the non-custodial U.S. GSIBs on their FR Y-15 reports (as of December 31, 2021) were as follows: JPMorgan Chase – \$358.99 billion, \$482.19 billion and \$858.16 billion; Bank of America – \$239.44 billion, \$152.54 billion and \$708.80 billion; Citigroup – \$211.76 billion, \$285.14 billion and \$488.49 billion; Wells Fargo – \$177.15 billion, \$118.29 billion and \$391.76 billion; Goldman Sachs – \$274.76 billion, \$105.67 billion and \$513.04 billion; and Morgan Stanley – \$230.91 billion, \$53.63 billion and \$429.09 billion.

planning requirements and have satisfactorily demonstrated to their U.S. banking regulators that they have adequately assessed any challenges that their structures and business activities pose to an orderly resolution. Moreover, the organizational structure and operations of the Resulting Institution would be centered on a commercial banking business, and in the event of distress, the resolution process would be handled under well-established procedures by relevant authorities. Following the Bank Merger, approximately 80% of TDGUS's total assets would be held by or through TDBNA. Accordingly, the vast majority of the combined organization's assets would continue to be subject to the well-established resolution processes under the Federal Deposit Insurance Act.

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

When the complexity of the combined organization is measured using the relevant indicators of TDGUS's Form FR Y-15 report and estimated data for FHN, it is also clear that the Proposed Transaction would not result in a material increase in systemic risk under this factor. In evaluating the combined organization's complexity, the relevant measures are: a banking organization's total notional amount of over-the-counter ("OTC") derivatives; total amount of trading and available-for-sale securities and equity securities with readily determinable fair values not held for trading (collectively, "Trading and AFS Securities"); and total illiquid and hard-to-value assets, known as "Level 3 Assets." Based on TDGUS's FR Y-15 report as of December 31, 2021 and estimated data for FHN, the combined organization would have a pro forma total notional amount of OTC derivatives of \$360.9 billion, total Trading and AFS Securities of \$76.14 billion and total Level 3 Assets of \$114.9 million, which would account for approximately 0.2% of total notional amount of OTC derivatives, 5.8% of total Trading and AFS Securities, and 0.1% of the total Level 3 Assets reported by institutions that file the FR Y-15 form.⁶⁶ Further, the combined organization's "complexity" systemic indicator score, as calculated under the Method 1 and Method 2 GSIB surcharge scoring methodologies of Subpart H of the Federal Reserve's Regulation Q, would increase by only two points under Method 1 and three points under Method 2, each as compared to TDGUS's systemic indicator scores as of December 31, 2021.

⁶⁶ Such totals are also significantly less than the totals for such indicators reported by the non-custodial U.S. GSIBs. Such totals are also significantly less than the totals for such indicators reported by the non-custodial U.S. GSIBs. The volumes of these activities (total notional amounts of OTC derivatives, amounts of trading and AFS and Level 3 Assets amounts) reported by the non-custodial U.S. GSIBs on their FR Y-15 reports (as of December 31, 2021) were as follows: JPMorgan Chase – \$47.97 trillion, \$207.99 billion and \$17.48 billion; Bank of America – \$32.22 trillion, \$185.10 billion and \$10.67 billion; Citigroup – \$38.34 trillion, \$99.79 billion and \$14.75 billion; Wells Fargo – \$8.90 trillion, \$89.04 billion and \$19.75 billion; Goldman Sachs – \$39.78 trillion, \$146.84 billion and \$24.78 billion; and Morgan Stanley – \$31.03 trillion, \$117.78 billion and \$12.69 billion.

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

5. Cross-Border Activity

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

Moreover, the Applicant does not currently expect to expand the cross-border activities of TD's U.S. operations significantly as a result of the Proposed Transaction. The Federal Reserve has recently determined that, notwithstanding TDB's significant operations in Canada, an acquisition by TDGUS in the United States would not increase financial stability risk where the transaction does not have "meaningful effects on [TDB's] cross-border activities; and would not lead to changes in [TDB's] organizational structure, complexity, or unique characteristics that would complicate its resolution."⁶⁷ First Horizon Bank has no material foreign operations and the Proposed Transaction would not lead to material changes in the Applicant's organizational structure or complexity, or result in unique characteristics that would complicate its resolution.

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

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

When the cross-border activity of the combined company is measured using the cross-border indicators of the FR Y-15 report, it is also clear that the Proposed Transaction would not result in material systemic risk under such indicators. In evaluating a bank holding company's cross-border activity, the relevant measures are a banking organization's total cross-jurisdictional claims and its total cross-jurisdictional liabilities. Based on TDGUS's Form FR Y-15 report as of December 31, 2021 and estimated data for FHN, the combined company would have total cross-jurisdictional claims of \$59.0 billion and total cross-jurisdictional liabilities of \$13.0 billion, which would account for approximately 1.3% of total cross-jurisdictional claims and 0.3% of total cross-jurisdictional liabilities of the total reported by institutions that file the FR Y-15

⁶⁷ The Toronto-Dominion Bank, FRB Order No. 2020-03 (Sept. 30, 2020).

form.⁶⁸ Further, the combined organization’s “cross-jurisdictional activity” systemic indicator score, as calculated under the Method 1 and Method 2 GSIB surcharge scoring methodologies of Subpart H of the Federal Reserve’s Regulation Q, would increase by less than one point under each of Method 1 and Method 2, each as compared to TDGUS’s systemic indicator scores as of December 31, 2021.

6. Financial Stability Conclusions

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

Further, following the Proposed Transaction, all of the activities of FHN, which currently does not qualify as a Category IV (or other higher category) organization, would become subject to the Federal Reserve’s stricter prudential and risk management requirements applicable to Category III organizations. The application of the Federal Reserve’s regulatory and supervisory frameworks to FHN’s current operations would serve as financial stability-enhancing features that mitigate any financial stability risks resulting from the Proposed Transaction.

The above-described metrics are also similar to the categories of systemic indicators used by the Federal Reserve to identify banking organizations that should be considered GSIBs and to calculate the capital surcharge applicable to a GSIB, as well as the general categories of indicators collected in the Federal Reserve’s FR Y-15 reports (Banking Organization Systemic Risk Report).⁶⁹ In reviewing financial stability considerations of proposed merger transactions, the Federal Reserve has considered the resulting change in an acquirer’s GSIB score, noting that “[t]he GSIB score is the [Federal Reserve]’s principal regulatory algorithm for measuring a firm’s systemic footprint, and it includes the effects of all five of the quantitative factors mentioned above (size, substitutability, interconnectedness, complexity, and cross-border activity).”⁷⁰

⁶⁸ Such totals are also significantly less than the totals for such indicators reported by the non-custodial U.S. GSIBs. The volumes of these activities (total cross-jurisdictional claims and total cross-jurisdictional liabilities) reported by the non-custodial U.S. GSIBs on their FR Y-15 reports (as of December 31, 2021) were as follows: JPMorgan Chase – \$926.22 billion and \$833.20 billion; Bank of America – \$508.19 billion and \$391.78 billion; Citigroup – \$1.06 trillion and \$1.15 trillion; Wells Fargo – \$176.25 billion and \$58.81 billion; Goldman Sachs – \$687.28 billion and \$533.55 billion; and Morgan Stanley – \$375.13 billion and \$310.05 billion.

⁶⁹ 12 CFR § 214.404; Banking Organization System Risk Report-FR Y-15, https://www.federalreserve.gov/reportforms/forms/FR_Y-1520201231_i.pdf.

⁷⁰ Morgan Stanley, FRB Order 2020-05 (Sept. 30, 2020).

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

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

H. Public Notice

Notice of the Application is being published in *The News Journal*, a daily newspaper of general circulation in Wilmington, Delaware, which is the location of the main office of the Applicant, and *The Commercial Appeal*, a daily newspaper of general circulation in Memphis, Tennessee, which is the location of the main office of the Target Institution. The form of newspaper notice with regard to the Application is provided in Public Exhibit 11. Affidavits of publication will be submitted to OCC staff once they are received from the newspapers.

V. CONCLUSION

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

INTERAGENCY BANK MERGER ACT APPLICATION

1. Describe the transaction's purpose, structure, significant terms, conditions, and termination dates of related contracts or agreements, and financing arrangements, including any plan to raise additional equity or incur debt.

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

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

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

and trading business through FHN Financial, and presents the opportunity to extend TD Securities' capabilities and expertise to large corporate customers in First Horizon Bank's markets. Furthermore, customers of both banks will be well served by the compatibility of First Horizon Bank's and TDBNA's shared customer-focused operating philosophies and strong commitment to local communities.

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

(b) *Structure.* As discussed in the Preliminary Statement, TDGUS and TDBUSH will acquire FHN by the Parent Merger and, following the Parent Merger, (i) FHN may merge with and into TDBUSH in the Second Step Merger, with TDBUSH surviving the Second Step Merger and with the corporate existence of FHN ceasing thereupon (ii) First Horizon Bank will merge with and into TDBNA, with TDBNA surviving the Bank Merger and with the corporate existence of First Horizon Bank ceasing thereupon. Also as discussed in the Preliminary Statement, on February 28, 2022 TDB acquired, pursuant to the Securities Purchase Agreement, 4,935.694 shares of FHN's newly designated Perpetual Convertible Preferred Stock, Series G for an aggregate purchase price of \$493,569,400. The Applicant currently expects that the Second Step Merger will be completed within several weeks of the completion of the Parent Merger, and that the Bank Merger will be consummated promptly following the Second Step Merger, such that TD will not operate First Horizon Bank as a separate subsidiary for more than a brief period of time

(c) *Significant Terms and Conditions.* The Parent Merger Agreement contains customary representations, warranties and covenants of TDB, TDBUSH and FHN. The Parent Merger Agreement also provides certain termination rights for both TDB and FHN, and further provides that, upon the termination of the Parent Merger Agreement under certain circumstances, TDB and FHN will be obligated to pay to the other party a specified termination fee. The Parent Merger Agreement also contains customary covenants with respect to the ordinary course conduct of FHN's business prior to the completion of the Parent Merger. With respect to governance matters, TD expects that the current members of the senior management and board of directors of TDGUS and TDBUSH will remain as officers and directors, respectively, of TDGUS and TDBUSH following the Parent Merger

and Second Step Merger, except that Mr. D. Bryan Jordan, FHN's President and Chief Executive Officer, is expected to join the boards of directors of each of TDGUS, TDBUSH and TDBNA as a director and chair following the Parent Merger. Mr. Jordan will also join TDB as Vice Chair and as a member of TDB's senior executive team..

The Bank Merger Agreement also contains customary representations, warranties and covenants of TDBNA and First Horizon Bank. The Bank Merger Agreement will terminate upon the termination of the Parent Merger Agreement in accordance with its terms. The obligations of TDBNA and First Horizon Bank under the Bank Merger Agreement are conditioned on (i) the approval of the Bank Merger Agreement by the sole voting stockholder of each bank, (ii) receipt of all requisite regulatory approvals for the completion of the Bank Merger, (iii) there being no judicial order or other legal restraint preventing the consummation of the Bank Merger, and (iv) the consummation of the Parent Merger.

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

(d) Termination Dates. The Parent Merger Agreement may be terminated at any time before the completion of the Parent Merger (i) by mutual written consent of TDB and FHN, (ii) by either TDB or FHN if the Parent Merger has not been completed by February 27, 2023 (but neither TDB nor FHN may terminate the Parent Merger Agreement for this reason if its material breach of any obligation under the Parent Merger Agreement has resulted in the failure of the Merger to occur by that date), provided that this termination date may be extended by up to three months at the option of either TDB or FHN if all conditions other than the receipt of required regulatory approvals have been satisfied as of February 27, 2023, and (iii) under certain other circumstances as further described in Part III.A of the Preliminary Statement.

The Bank Merger Agreement will terminate upon the termination of the Parent Merger Agreement in accordance with its terms, and may also be terminated at any time prior to the effective time of the Bank Merger by mutual written consent of the parties.

(e) Financing Arrangements. The cash consideration for the Parent Merger will be primarily funded through excess capital on TD's balance sheet. TD may engage in certain internal financing transactions for purposes of deploying its excess capital in connection with the Parent Merger cash consideration, including through capital contributions to its subsidiary holding companies. In addition, TDBUSH will issue the newly created series of preferred

shares in exchange for the issued and outstanding shares of FHN preferred stock in the event of, and at the effective time of, the Second Step Merger (as described in Part III.B of the Preliminary Statement).

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

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

2. Indicate any other filings related to this transaction with other state and federal regulators.

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

3. Discuss whether and how the resultant institution's business strategy and operations will remain the same or change from that of the applicant. Identify new business lines. Provide a copy of the business plan, if available. Discuss the plan for integrating any new businesses into the resultant institution.

The business strategy and operations of the Resulting Institution will not differ materially from the business strategy and operations of the Applicant, and the Resulting Institution's business plan will not change materially from the Applicant's business plan that has been previously reviewed by the OCC. TDBNA, as the resulting national bank, intends to continue to exercise fiduciary powers following the Proposed Transaction.

The business and core competencies of both TDBNA and First Horizon Bank are highly complementary, and will allow the combined organization to deploy a broad product set and digital capabilities at enhanced scale. For example, TDBNA offers the scale, product breadth and technology to penetrate consumer and business banking markets through its mobile banking, retail cards, auto finance loans, mortgage and home equity loans, complementing First Horizon Bank's large and loyal client base. TDBNA's strong consumer product suite and legendary customer service model, including its leading digital capabilities, longer store hours, and easy-to-access account opening processes, will greatly benefit First Horizon Bank's retail customers. TDBNA's dedicated wealth management offerings (including financial planning, private banking, trust and estate, investment management and brokerage services) will serve First Horizon Bank's existing wealth management and brokerage customers, with TD leveraging First Horizon Bank's capabilities in family office services to expand into this offering. The Proposed Transaction will combine TDBNA's and First Horizon Bank's strengths in commercial banking and specialty businesses (including First Horizon Bank's specialty banking strengths in asset-based lending, mortgage warehouse lending, commercial real estate, equipment finance, and fixed income) to build a leading

national platform, with First Horizon Bank's specialty businesses expected to be integrated into TDBNA's specialty offerings. In addition, customers of both banks will have access to the combined organization's expanded commercial loan capacity, as well as its larger capital base that will support greater commercial and community development lending and investment capacity.

TDBNA will devote sufficient management resources to acquire First Horizon Bank and integrate it seamlessly with the Applicant's operations. The Applicant plans to operate a disciplined transition process, focused on building enterprise-wide capabilities and managing risk. For additional information regarding integration planning, please see Part IV.B.3 of the Preliminary Statement.

4. Provide a copy of (a) the executed merger or transaction agreement, including any amendments, (b) any board of directors' resolutions related to the transaction, and (c) interim charter, names of organizers, and any other related documents.

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

(b) Resolutions. Resolutions of TDGUS' and TDBNA's board of directors related to the Merger and Bank Merger, respectively, are provided in Confidential Exhibit 3, and resolutions of the board of directors of FHN and First Horizon Bank related to the Merger and Bank Merger, respectively, are provided in Confidential Exhibit 4.

(c) Interim charter, names of organizers, and related documents. Not applicable.

5. Describe any issues regarding the permissibility of the proposal with regard to applicable state or federal laws or regulations (for example, nonbank activities, branching, or qualified thrift lender test).

The Applicant believes that there are no issues regarding the permissibility of the proposed Bank Merger under applicable state or federal laws or regulations.

6. Describe any nonconforming or impermissible assets or activities that the applicant or resultant institution may not be permitted to retain under relevant law or regulation, including the method of and anticipated time period for divestiture or disposal.

To date, the Applicant has not identified any nonconforming or impermissible assets or activities that the Bank Merger would create or result in for the Applicant or Resulting Institution.

7. Provide the following financial information:

- A. Pro forma Balance sheet, as of the end of the most recent quarter. Indicate separately for the applicant and target institution each principal group of assets, liabilities, and capital accounts; debit and credit adjustments (explained by footnotes) reflecting the proposed acquisition; and the resulting pro forma combined balance sheet.**

For the information requested by this item, please see Confidential Exhibit 6.

- B. Projected balance sheets and corresponding income statements as of the end of the first three years of operation following consummation. Describe the assumptions used to prepare the projected statements.**

For the information requested by this item, please see Confidential Exhibit 6.

- C. Provide a discussion on the valuation of the target entity and any anticipated goodwill and other intangible assets.**

For the information requested by this item, please see Confidential Exhibit 6.

- D. Pro forma and Projected Regulatory Capital Schedule, as of the end of the most recent quarter and each of the first three years of operation, indicating:**

- 1. Each component item for common equity tier 1 capital, additional tier 1 capital and tier 2 capital pursuant to the current applicable capital requirements.**
- 2. Total risk-weighted assets.**
- 3. Common equity tier 1 capital, tier 1 capital, total capital, and leverage ratios pursuant to the capital regulations. If applicable, also provide the applicant's existing and pro forma supplementary leverage ratio pursuant to the current capital adequacy regulations.**

For the information requested by this item, please see Confidential Exhibit 6.

- 8. List the directors and senior executive officers of the resultant institution and provide the name, address, position with and shares held in resultant institution or holding company, and principal occupation (if a director). Indicate any changes to the applicant's current directors and senior executive officers that would occur at the resultant institution. Applicants should consult with the responsible regulatory agency regarding whether any biographical or financial information should be submitted with respect to any new principal shareholders, directors, and senior executive officers.**

For the information requested by this item, please see Part III.C of the Preliminary Statement and Confidential Exhibit 7.

As indicated therein, the Proposed Transaction will not result in changes to the compositions of the boards of directors, or to the list of senior executive officers, of the Resulting Institution, except that Mr. D. Bryan Jordan, FHN's President and Chief Executive Officer, is expected to join the board of directors of the Resulting Institution as a director and chair following the Parent Merger. Mr. Jordan is well known to federal regulators, including the OCC, having been President and Chief Executive Officer and a director of FHN and First Horizon Bank (which was an OCC-regulated national bank until October 2019) since 2008, as well as Chairman of the board of FHN and First Horizon Bank from 2012 to the closing of FHN's merger with IBERIABANK Corporation, upon which Mr. Jordan ceased to be Chairman of the board of FHN but continued to be President and Chief Executive Officer. In addition, Mr. Jordan serves on the Federal Reserve Board's Federal Advisory Council and previously served on the board of directors of the Federal Reserve Bank of St. Louis. Accordingly, the Applicant respectfully submits that the submission of biographical or financial information regarding Mr. Jordan should not be required in connection with this Application.

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

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

The Applicant and its subsidiaries are subject to various litigation and regulatory matters that arise in the ordinary course of its business. Civil claims that are material to The Toronto-Dominion Bank on a consolidated basis are described in the TD Bank Group Reports; Report to Shareholders.⁷¹ The material disclosed claims from the fourth quarter of 2021 that involve the Applicant include the TD Ameritrade Stockholder Litigation. The Applicant is also involved in civil litigation matters in the ordinary course of business that are not considered material to its business.

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

Both the Applicant and First Horizon Bank note that it can be years before litigation and regulatory matters are resolved, particularly where matters are in early stages, where there

⁷¹ For a copy of The Toronto-Dominion Bank's most recent annual Report to Shareholders and accompanying disclosure of litigation matters, please refer to pages 206 to 208 of the following:
<https://www.td.com/document/PDF/ar2021/ar2021-Complete-Report.pdf>

may be significant factual or legal issues to be resolved, or where there may be uncertainty as to the outcome of pending motions, appeals or proceedings. In addition, the Applicant and First Horizon Bank note that each is subject to legal restrictions on its ability to disclose confidential supervisory information, confidential investigative information, and other confidential information that is considered the property of regulatory agencies. The Applicant and First Horizon Bank respectfully request that OCC staff seek information directly from the other applicable regulatory agencies regarding any governmental inquiries as to which the Applicant and First Horizon Bank may not be legally permitted to share information in this Application.

10. Describe how the proposal will assist in meeting the convenience and needs of the community to be served, including, but not limited to, the following:

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

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

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

- A. The significant current and anticipated programs, products, and activities, including lending, investments, and services, as appropriate, of the applicant and the resultant institution.**
- B. The anticipated CRA assessment area(s) of the resultant institution. If the resultant institution's CRA assessment area(s) would not include any portion of the current assessment area of the target or the applicant, describe the excluded area(s).**
- C. The plans for administering the CRA program for the resultant institution following the transaction.**

- D. For an applicant or target institution that has received a CRA composite rating of “needs to improve” or “substantial noncompliance” institution-wide or, where applicable, in a state or a multistate Metropolitan Statistical Area (MSA), or has received an evaluation of less than satisfactory performance in an MSA or in the non-MSA portion of a state in which the applicant is expanding as a result of the transaction, describe the specific actions, if any, that have been taken to address the deficiencies in the institution's CRA performance record since the rating.**

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

- 12. The Dodd-Frank Wall Street Reform and Consumer Protection Act requires regulators to consider the risk to the stability of the United States banking and financial systems when reviewing a merger transaction between financial institutions. Discuss any effect(s) that the proposed transaction may have on the stability of the United States banking and financial systems.**

For the response to this item, please refer to Part IV.G of the Preliminary Statement (Financial Stability Considerations). For additional information, please refer to Confidential Exhibit 14.

- 13. The Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994 (12 U.S.C. § 1831u) (R-N) imposes additional considerations for certain interstate mergers between insured banks. Savings associations are not subject to R-N. If subject to these provisions, please provide the following information:**

- A. Identify any host states involved with this transaction that require the target to be in operation for a minimum number of years and discuss compliance with the R-N age requirement (12 U.S.C. § 1831u(a)(5)).**
- B. Indicate that (1) the applicant has complied or will comply with the applicable filing requirements of any host state(s) that will result from the transaction and (2) the applicant has sent a copy of the merger application to the state bank supervisor of the resultant host state(s).**
- C. Indicate applicability of R-N nationwide and statewide deposit concentration limits to the transaction. If applicable, discuss compliance.**
- D. Indicate applicability of state-imposed deposit caps, if any. If applicable, discuss compliance.**
- E. Address whether:**
 - 1. Each bank involved in the transaction is adequately capitalized on the date of filing;**

2. The resultant institution will be well capitalized and well managed upon consummation of the transaction.

- F. Discuss compliance with the CRA requirement of R-N.**
- G. Discuss permissibility of retention of the target’s main office and branches.**
- H. Discuss any other restrictions that the host state(s) seek to apply (including state antitrust restrictions).**

For the information requested by this item, please refer to Part IV.F of the Preliminary Statement (Riegle-Neal Act Requirements).

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

(a) For a list of the Applicant’s main office and branches, please see Public Exhibit 3. For a list of the Target Institution’s main office and branches, please see Public Exhibit 4. By this Application, the Applicant requests the OCC’s approval for the Applicant to retain its own main office as the main office of the Resulting Institution and operate as branches its existing branches, and to establish and operate branches at the locations of the main office and branches of the Target Institution.

(b) The Target Institution does not currently have any approved but unopened branches (other than a contemplated branch relocation).

Set forth below are the locations of the Applicant’s approved but unopened branches:

POP. NAME	ADDRESS	CITY	COUNTY	STATE	ZIP	INCOME DES.
Navy Yard	1299 First Street SE	Washington	--	DC	20003	Middle
Lely	6917 Collier Blvd., Suite 702	Naples	Collier	FL	34114	Moderate
Southbank	1326 Prudential Dr.	Jacksonville	Duval	FL	32207	Middle
Normandy Blvd	5665 Normandy Blvd.	Jacksonville	Duval	FL	32205	Moderate
Bloomingtondale / Fish Hawk	2170 Bloomingtondale Ave.	Valrico	Hillsborough	FL	33596	Upper
Land O’Lakes	22711 State Road 54	Land O’ Lakes	Pasco	FL	34369	Upper

POP. NAME	ADDRESS	CITY	COUNTY	STATE	ZIP	INCOME DES.
Durbin Park	215 Harper Lane	Saint Johns	Saint Johns	FL	32259	Upper
Sarasota - Lakewood Ranch	6588 University Parkway	Sarasota	Sarasota	FL	34202	Upper
Mitchell Hammock	Mitchell Hammock Road	Oviedo	Seminole	FL	32765	Upper
Villages East - Lady Lakes	574 U.S. 27, Suite 623	Lady Lakes	Sumter	FL	32159	Middle
East Boston	36 Maverick Square	East Boston	Suffolk	MA	02128	Moderate
Canal & Lafayette (Relo.)	250 Canal Street	New York	New York	NY	10013	Upper
City Hall (Relo.)	287 Broadway	New York	New York	NY	10007	Upper
North Charleston - Rivers Ave	7250 Rivers Ave.	North Charleston	Charleston	SC	29406	Low
Arlington	3028 Wilson Blvd.	Arlington	Arlington	VA	22201	Upper

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

15. As a result of this transaction, if the applicant will be or will become affiliated with a company engaged in insurance activities that is subject to supervision by a state insurance regulator, provide:

- A. The name of company.**
- B. A description of the insurance activity that the company is engaged in and has plans to conduct.**
- 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 a result of the Bank Merger, the Applicant will become affiliated with First Horizon Insurance Services, Inc., FHIS, Inc., Lenders Title Company, United Title & Abstract L.L.C., United Title of Louisiana, Inc., and First Horizon Insurance Agency, Inc., each of which are licensed as insurance agencies in all states where they do business for which licensing is required. In addition, the Applicant will become affiliated with First Horizon Advisors, Inc., which is licensed as an insurance agency in the states where it does business

for which licensing is required for the sale of annuity products, and First Horizon Insurance Agency, Inc., which is currently inactive.

Included as Public Exhibit 12 is a description of the insurance activity that each such company is engaged in, and a list of each state and the lines of business in that state in which each such company holds, or will hold, an insurance license.

If this is a nonaffiliate transaction, the applicant must reply to items 16 through 18.

16. Discuss the effects of the proposed transaction on existing competition in the relevant geographic market(s) where the applicant and the target institution operate. The applicant should contact the responsible regulatory agency for specific instructions to complete the competitive analysis.

For the information requested by this item, please refer to Part IV.A of the Preliminary Statement (Competition) and the exhibits referenced therein.

17. If the proposed transaction involves a branch sale or any other divestiture of all or any portion of the bank, savings association or nonbank company (in the case of a merger transaction under 12 U.S.C. § 1828(c)(1)) to mitigate competitive effects, discuss the timing, purchaser, and other specific information.

Not applicable. The Applicant does not currently expect the Bank Merger to involve a branch sale or any other divestiture of all or any portion of the Applicant to mitigate competitive effects.

18. Describe any management interlocking relationships (12 U.S.C. §§ 3201-3208) that currently exist or would exist following consummation. Include a discussion of the permissibility of the interlock with regard to relevant laws and regulations.

Not applicable. To the Applicant's knowledge, no management interlocking relationships that are governed by 12 U.S.C. §§ 3201-3208 involving principals of the Applicant or the Target Institution currently exist or will be created as a result of the proposed Bank Merger. To the extent that the Applicant becomes aware of any contemplated management interlocking relationships to be created as a result of the proposed Bank Merger, the Applicant will ensure that such relationships are permissible under applicable OCC regulation, including by applying for any necessary regulatory waivers.

All OCC applicants should provide the following supplemental information with their application:

19. (a) If any of the combining institutions have entered into commitments with community organizations, civic associations, or similar entities concerning providing banking services to the community, describe the commitment.

The Applicant is party to the TD Community Development Agreement with New Jersey Citizen Action and the Housing and Community Development Network of New Jersey.

For a copy of the TD Community Development Agreement, please see Confidential Exhibit 10.

In April 2018, First Horizon Bank publicly announced a five-year, \$3.95 billion community benefits agreement with the NCRC and its community-based members across the Southeast. Additional information regarding the First Horizon Community Benefits Agreement is provided in Part IV.D of the Preliminary Statement (Community Reinvestment Act Performance), and a copy of the First Horizon Community Benefits Agreement is provided in Public Exhibit 9.

(b) If the resultant institution will not assume the obligations entered into by the target institution, explain the reasons and describe the impact on the communities to be affected.

The term of the First Horizon Community Benefits Agreement is expected to expire before or shortly after the completion of the Proposed Transaction. TDBNA intends to coordinate a constructive dialogue with community groups and organizations, including those party to the First Horizon Community Benefits Agreement, regarding the ways that Proposed Transaction is expected to benefit the communities served by both parties, as well as the ways in which the combined organization can continue to build on the extensive legacies of both banks in serving the needs of their respective communities.

20. If acquiring a non-national bank subsidiary, provide the information and analysis of the subsidiary's activities that would be required if it were established pursuant to 12 C.F.R. § 5.34 or 5.39.

For the information requested by this item, please refer to Confidential Exhibit 2. In accordance with 12 C.F.R. §§ 5.33(e)(3) and 5.34(f) and as set forth in Confidential Exhibit 2, each of the operating subsidiaries to be acquired by the Applicant as a result of the Bank Merger is a corporation, limited liability company, limited partnership or trust and is engaged in one or more activities listed in 12 C.F.R. § 5.34(f)(5). In addition, following the Bank Merger, TDBNA will have the ability to control the management and operations of each such operating subsidiary to be acquired, and no other person or entity will have ability to exercise effective control or influence over the management or operations of the operating subsidiary to an extent equal to or greater than that of TDBNA or an operating subsidiary thereof. Following the Bank Merger, TDBNA will hold more than 50% of the voting interests or equivalent in each such operating subsidiary to be acquired and will consolidate its financial statements with those of each such operating subsidiary under GAAP.

With respect to the financial subsidiaries to be acquired by the Applicant in connection with the Bank Merger and in accordance with 12 C.F.R. § 5.39(g), the aggregate consolidated total assets of all financial subsidiaries of the Applicant will not exceed \$50 billion immediately following the Bank Merger. Please refer to Parts IV.B and IV.F.4 for a discussion of the Applicant's compliance with the requirements of 12 C.F.R. § 5.39(g)(1).⁷²

⁷² The OCC has determined that compliance with 12 C.F.R. 5.39(g)(3) is not currently required. See <https://www.occ.gov/news-issuances/bulletins/2012/bulletin-2012-18.html>

Additional information regarding the activities conducted by such subsidiaries to be acquired by the Applicant is provided in Confidential Exhibit 2. Such activities will be conducted in accordance with applicable OCC policies contained in guidance issued by the OCC regarding such activities.

The non-sub subsidiary equity investments to be acquired by the Applicant as a result of the Bank Merger consist of investments to be acquired pursuant to statutory authority other than 12 U.S.C. § 24(Seventh) (*e.g.*, 12 U.S.C. § 24(Eleventh) and 12 C.F.R. Part 24) and thus are not subject to 12 C.F.R. § 5.34 or 12 C.F.R. § 5.36.⁷³

⁷³ See 12 C.F.R. § 5.34(e)(2)(ii)(A); 12 C.F.R. § 5.36(a).

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 responsible regulatory 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 U.S.C. §§ 1001 and 1007.

We acknowledge that approval of this application is in the discretion of the responsible regulatory 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 responsible regulatory 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 21st day of March, 2022.

TD Bank, National Association by
(Applicant)



(Signature of Authorized Officer)

Leovigildo Salom, Jr.

(Typed Name)

President and Chief Executive Officer
(Title)

First Horizon Bank by
(Target Institution)

(Signature of Authorized Officer)

(Typed Name)

(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 responsible regulatory 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 U.S.C. §§ 1001 and 1007.

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Signed this 18th day of March, 2022.

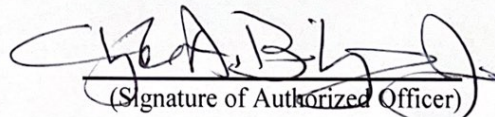
TD Bank, National Association by
(Applicant)

(Signature of Authorized Officer)

(Typed Name)

(Title)

First Horizon Bank by
(Target Institution)


(Signature of Authorized Officer)

LYLGE A. BILLINGS, JR.
(Typed Name)

Sr. Vice President, Corporate
Secretary, & Assistant General Counsel

PUBLIC EXHIBITS

to the

BANK MERGER ACT APPLICATION

of

TD BANK, NATIONAL ASSOCIATION

regarding

FIRST HORIZON BANK

March 21, 2022

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PUBLIC EXHIBIT 1

MERGER AGREEMENT

AGREEMENT AND PLAN OF MERGER

by and among

FIRST HORIZON CORPORATION,

THE TORONTO-DOMINION BANK,

TD BANK US HOLDING COMPANY

and

FALCON HOLDINGS ACQUISITION CO.

Dated as of February 27, 2022

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AGREEMENT AND PLAN OF MERGER

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

RECITALS

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

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

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

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

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

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

ARTICLE I

THE MERGER

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

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

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

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

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

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

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

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

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

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

Section 1.7 Company Preferred Stock.

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

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

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

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

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

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

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

Section 1.8 Treatment of Company Equity Awards.

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

(b) Company Restricted Shares.

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

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

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

(c) Company RSUs.

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

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

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

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

(e) Company PSUs.

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

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

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

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

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

(h)Company Phantom Awards.

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

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

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

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

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

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

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

Section 1.10 Second Step Merger.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

DELIVERY OF MERGER CONSIDERATION

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

Section 2.2 Exchange Procedures.

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

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

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

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

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

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF COMPANY

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

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

Section 3.1 Corporate Organization.

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

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

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

Section 3.2 Capitalization.

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

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

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

Section 3.3 Authority; No Violation.

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

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

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

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

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

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

Section 3.6 Financial Statements.

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

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

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

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

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

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

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

Section 3.8 Absence of Certain Changes or Events.

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

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

Section 3.9 Legal and Regulatory Proceedings.

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

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

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

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

Section 3.11 Employee Benefits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

this Agreement, there are no outstanding comments from, or unresolved issues raised by, the SEC with respect to any of the Company Reports.

Section 3.13 Compliance with Applicable Law.

(a) Company and each of its Subsidiaries hold, and have at all times since January 1, 2020, held, all licenses, registrations, franchises, certificates, variances, permits, charters and authorizations necessary for the lawful conduct of their respective businesses and ownership of their respective properties, rights and assets under and pursuant to each (and have paid all fees and assessments due and payable in connection therewith), except where neither the cost of failure to hold nor the cost of obtaining and holding such license, registration, franchise, certificate, variance, permit, charter or authorization (nor the failure to pay any fees or assessments) would, either individually or in the aggregate, have a Material Adverse Effect on Company, and, to the knowledge of Company, no suspension or cancellation of any such necessary license, registration, franchise, certificate, variance, permit, charter or authorization is threatened.

(b) Except as would not, either individually or in the aggregate, have a Material Adverse Effect on Company, Company and each of its Subsidiaries have complied with and are not in default or violation under any applicable law, statute, order, rule, regulation, policy and/or guideline of any Governmental Entity relating to Company or any of its Subsidiaries, including (i) all applicable laws and regulations (and publicly posted policies) relating to the privacy and security of data or information that constitutes personal data, personally identifiable information, or personal information under applicable law or regulation (such information, “Personal Data”) and (ii) the USA PATRIOT Act, the Bank Secrecy Act, the Equal Credit Opportunity Act and Regulation B, the Fair Housing Act, the Community Reinvestment Act, the Fair Credit Reporting Act, the Truth in Lending Act and Regulation Z, the Home Mortgage Disclosure Act, the Fair Debt Collection Practices Act, the Electronic Fund Transfer Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, any regulations promulgated by the Consumer Financial Protection Bureau, the Interagency Policy Statement on Retail Sales of Nondeposit Investment Products, the SAFE Mortgage Licensing Act of 2008, the Real Estate Settlement Procedures Act and Regulation X, Title V of the Gramm-Leach-Bliley Act, any and all sanctions or regulations enforced by the Office of Foreign Assets Control of the United States Department of Treasury and any other law, policy or guideline relating to bank secrecy, discriminatory lending, financing or leasing practices, consumer protection, money laundering prevention, foreign assets control, U.S. sanctions laws and regulations, Sections 23A and 23B of the Federal Reserve Act, the Sarbanes-Oxley Act, the Flood Disaster Protection Act of 1973 (as amended) and the National Flood Insurance Act of 1968 and the implementing regulations thereunder, the CARES Act, Pandemic Measures, and all agency requirements relating to the origination, sale and servicing of mortgage and consumer loans. Company and its Subsidiaries have established and maintain a system of internal controls designed to ensure compliance by Company and its Subsidiaries with applicable financial recordkeeping and reporting requirements of applicable money laundering prevention laws in jurisdictions where Company and its Subsidiaries conduct business.

(c) Company Bank has, and at all times during the past three (3) years has had, a Community Reinvestment Act rating no lower than “Satisfactory”.

(d) Company maintains a written information privacy and security program and takes commercially reasonable measures to protect the privacy, confidentiality, integrity, availability and security of all hardware, software, databases, systems, networks, websites, applications and other information technology assets and equipment (collectively, “IT Assets”) and Personal Data used in its business against any (i) loss or misuse of Personal Data, (ii) unauthorized access or unlawful operations performed upon such IT Assets or Personal Data or (iii) other act or omission that compromises the security or confidentiality of the IT Assets or Personal Data (clauses (i) through (iii), a “Security Breach”). To the knowledge of Company, since January 1, 2020, Company has not experienced any Security Breach that would, individually or in the aggregate, have a Material Adverse Effect on Company. To the knowledge of Company, there are no data security or other technological vulnerabilities, viruses, malware or other corruptants with respect to the IT Assets owned by and used in Company’s business that, individually or in the aggregate, would have a Material Adverse Effect on Company.

(e) Without limitation, none of Company, or any of its Subsidiaries, or to the knowledge of Company, any director, officer, employee, agent or other person acting on behalf of Company or any of its Subsidiaries has, directly or indirectly, (i) used any funds of Company or any of its Subsidiaries for unlawful contributions, unlawful gifts, unlawful entertainment or other expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic governmental officials or employees or to foreign or domestic political parties or campaigns from funds of Company or any of its Subsidiaries, (iii) violated any provision that would result in the violation of the Foreign Corrupt Practices Act of 1977, as amended, or any similar law, (iv) established or maintained any unlawful fund of monies or other assets of Company or any of its Subsidiaries, (v) made any fraudulent entry on the books or records of Company or any of its Subsidiaries or (vi) made any unlawful bribe, unlawful rebate, unlawful payoff, unlawful influence payment, unlawful kickback or other unlawful payment to any person, private or public, regardless of form, whether in money, property or services, to obtain favorable treatment in securing business, to obtain special concessions for Company or any of its Subsidiaries, to pay for favorable treatment for business secured or to pay for special concessions already obtained for Company or any of its Subsidiaries, or is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department, except, in each case, as would not, either individually or in the aggregate, have a Material Adverse Effect on Company.

(f) As of the date hereof, each of Company and Company Bank is “well-capitalized” (as such term is defined in the relevant regulation of the institution’s primary federal regulator) and, as of the date hereof, to the knowledge of Company, neither Company nor any of its Subsidiaries is aware of any fact, event or circumstance that would result in Company and Company Bank not being “well-capitalized” within one year from the date of this Agreement.

(g) Except as would not, either individually or in the aggregate, have a Material Adverse Effect on Company, (i) Company and each of its Subsidiaries have properly administered all accounts for which it acts as a fiduciary, including accounts for which it serves as a trustee, agent, custodian, personal representative, guardian, conservator or investment advisor, in accordance with the terms of the governing documents and applicable state, federal and foreign law; and (ii) none of Company, any of its Subsidiaries, or any of its or its Subsidiaries’ directors, officers or employees, has committed any breach of trust or fiduciary duty with respect to any such fiduciary account, and the accountings for each such fiduciary

account are true, correct and complete and accurately reflect the assets and results of such fiduciary account.

Section 3.14 Certain Contracts.

(a) Except as set forth in Section 3.14(a) of the Company Disclosure Schedule or as filed with any Company Reports, as of the date hereof, neither Company nor any of its Subsidiaries is a party to or bound by any contract, arrangement, commitment or understanding (whether written or oral), but excluding any Company Benefit Plan:

(i) which is a “material contract” (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC);

(ii) which contains a non-compete or client or customer non-solicitation requirement, in each case, that materially restricts the conduct of any line of business by Company or any of its Subsidiaries or upon consummation of the Mergers will materially restrict the ability of the Surviving Corporation or any of its affiliates to engage in any line of business or in any geographic region;

(iii) which is a collective bargaining agreement or similar agreement with any union, works council or other labor organization;

(iv) any of the benefits of or obligations under which will arise or be increased or accelerated by the occurrence of the execution and delivery of this Agreement, receipt of the Requisite Company Vote or the announcement or consummation of any of the transactions contemplated by this Agreement, or under which a right of cancellation or termination will arise as a result thereof, or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement, where such increase or acceleration of benefits or obligations, right of cancellation or termination, or change in calculation of value of benefits would, either individually or in the aggregate, have a Material Adverse Effect on Company;

(v) (A) that relates to the incurrence of indebtedness by Company or any of its Subsidiaries, including any sale and leaseback transactions, capitalized leases and other similar financing arrangements (other than deposit liabilities, trade payables, federal funds purchased, advances and loans from the Federal Home Loan Bank and securities sold under agreements to repurchase, in each case, incurred in the ordinary course of business consistent with past practice), (B) that provides for the guarantee, support, assumption, endorsement or material indemnification by Company or any of its Subsidiaries of, or any similar commitment by Company or any of its Subsidiaries with respect to, the obligations, liabilities or indebtedness of any other person, in the case of each of clauses (A) and (B), in the principal amount of \$50,000,000.00 or more, but, in each case, excluding any indebtedness disclosed in any Company Report(s) filed since January 1, 2021 or entered into in the ordinary course of business or (C) that relates to the incurrence of indebtedness (or guarantees thereof) and have terms that require Company to maintain a listing on a stock exchange or reporting obligations under the Exchange Act (or provide substantially similar disclosure to holders of such debt);

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

(vii) which creates future payment obligations in excess of \$5,000,000.00 per annum (other than any such contracts which are terminable by Company or any of its Subsidiaries on ninety (90) days or less notice without any required payment (other than the payment of any outstanding obligation at the time of termination) or other conditions, other than the condition of notice), other than with respect to indebtedness disclosed in any Company Report(s) filed since January 1, 2021 or leases or other agreements entered into in the ordinary course of business;

(viii) that is a settlement, consent or similar agreement and contains any material continuing obligations of Company or any of its Subsidiaries;

(ix) that relates to the acquisition or disposition of any person, business or asset and under which Company or its Subsidiaries have or may have a material obligation or liability;

(x) for the purchase of materials, supplies, goods, services, equipment or other assets by Company or its Subsidiaries that provides for annual payments of \$5,000,000.00 or more;

(xi) that relates to any material joint venture, partnership, limited liability company agreement or other similar agreement or arrangement; or

(xii) that relates to material Intellectual Property or material IT Assets, other than (A) non-exclusive in-licenses to commercially available software or (B) non-exclusive out-licenses to customers in the ordinary course of business.

Each contract, arrangement, commitment or understanding of the type described in this [Section 3.14\(a\)](#), whether or not set forth in the Company Disclosure Schedule, is referred to herein as a “Material Contract.” Company has made available to Parent true, correct and complete copies of each Material Contract in effect as of the date hereof.

(b)(i) Each Material Contract is valid and binding on Company or one of its Subsidiaries, as applicable, and in full force and effect, except as, either individually or in the aggregate, would not have a Material Adverse Effect on Company, (ii) Company and each of its Subsidiaries have in all material respects complied with and performed all obligations required to be complied with or performed by any of them to date under each Material Contract, except where such noncompliance or nonperformance, either individually or in the aggregate, would not have a Material Adverse Effect on Company, (iii) to the knowledge of Company, each third-party counterparty to each Material Contract has in all material respects complied with and performed all obligations required to be complied with and performed by it to date under such Material Contract, except where such noncompliance or nonperformance, either individually or in the aggregate, would not have a Material Adverse Effect on Company, (iv) neither Company nor any of its Subsidiaries has knowledge of, or has received notice of, any violation of any Material Contract by any of the other parties thereto which would have, either individually or in

the aggregate, a Material Adverse Effect on Company and (v) no event or condition exists which constitutes or, after notice or lapse of time or both, will constitute, a material breach or default on the part of Company or any of its Subsidiaries or, to the knowledge of Company, any other party thereto, of or under any such Material Contract, except where such breach or default, either individually or in the aggregate, would not have a Material Adverse Effect on Company.

Section 3.15 Actions by Regulatory Agencies. Subject to Section 9.14, neither Company nor any of its Subsidiaries is subject to any cease-and-desist or other order or enforcement action issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is a party to any commitment letter or similar undertaking to, or is subject to any order or directive by, or has been ordered to pay any civil money penalty by, or has been since January 1, 2020, a recipient of any supervisory letter from, or since January 1, 2020, has adopted any policies, procedures or board resolutions at the request or suggestion of, any Regulatory Agency or other Governmental Entity that currently restricts in any material respect or would reasonably be expected to restrict in any material respect the conduct of its business or that in any material manner relates to its capital adequacy, its ability to pay dividends, its credit or risk management policies, its management, its business or its ability to consummate the transactions contemplated hereby in a timely manner (each, whether or not set forth in the Company Disclosure Schedule, a “Company Regulatory Agreement”), nor has Company or any of its Subsidiaries been advised in writing, or to Company’s knowledge, orally, since January 1, 2020, by any Regulatory Agency or other Governmental Entity that it is considering issuing, initiating, ordering or requesting any such Company Regulatory Agreement.

Section 3.16 Environmental Matters. Except as would not have, either individually or in the aggregate, a Material Adverse Effect on Company, Company and its Subsidiaries are in compliance, and have complied since January 1, 2020, with any Environmental Laws. There are no legal, administrative, arbitral or other proceedings, claims or actions or, to the knowledge of Company, any private environmental investigations or remediation activities or governmental investigations of any nature seeking to impose, or that could reasonably be expected to result in the imposition, on Company or any of its Subsidiaries of any liability or obligation arising under any Environmental Law pending or threatened against Company, which liability or obligation would have, either individually or in the aggregate, a Material Adverse Effect on Company. To the knowledge of Company, there is no reasonable basis for any such proceeding, claim, action or governmental investigation that would impose any liability or obligation that would have, either individually or in the aggregate, a Material Adverse Effect on Company. Company is not subject to any agreement, order, judgment, decree, letter agreement or memorandum of agreement by or with any court, Governmental Entity, Regulatory Agency or other third party imposing any liability or obligation with respect to the foregoing that would have, either individually or in the aggregate, a Material Adverse Effect on Company.

Section 3.17 Investment Securities and Commodities. Each of Company and its Subsidiaries has good title in all material respects to all securities and commodities owned by it (except those sold under repurchase agreements) which are material to Company’s business on a consolidated basis, free and clear of any Lien, except to the extent such securities or commodities are pledged in the ordinary course of business to secure obligations of Company or its

Subsidiaries. Such securities and commodities are valued on the books of Company in accordance with GAAP in all material respects.

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

Section 3.19 Intellectual Property. Company and each of its Subsidiaries owns (in each case, free and clear of any material Liens (other than Permitted Encumbrances)), all Intellectual Property owned or purported to be owned by Company and its Subsidiaries which is material to the conduct of its business as currently conducted. Except as would not have, either individually or in the aggregate, a Material Adverse Effect on Company: (i) the operation of Company’s and its Subsidiaries’ businesses does not infringe, misappropriate or otherwise violate the rights other than patents, and to the knowledge of the Company, any patents, of any third person; (ii) since January 1, 2020, Company has not received any written communication alleging from any Person that Company or any of its Subsidiaries has infringed, misappropriated or otherwise violated the Intellectual Property rights of such person; (iii) to the knowledge of Company, no person is challenging, infringing on or otherwise violating any right of Company or any of its Subsidiaries with respect to any Intellectual Property owned by Company or its Subsidiaries; (iv) since January 1, 2020, neither Company nor any of its Subsidiaries has received any written notice of any pending claim contesting or challenging the ownership or validity of any Intellectual Property owned by Company or any Company Subsidiary; (v) the Intellectual Property registrations and applications that are, in each case, owned by Company and its Subsidiaries, are subsisting and unexpired, and, to the knowledge of Company, valid and enforceable; and (vi) Company and its Subsidiaries have taken commercially reasonable actions to avoid the abandonment, cancellation or unenforceability of all Intellectual Property owned by Company and its Subsidiaries.

Section 3.20 Related Party Transactions. As of the date hereof, except as set forth in any Company Reports, there are no transactions or series of related transactions, agreements, arrangements or understandings, nor are there any currently proposed transactions or series of related transactions, between Company or any of its Subsidiaries, on the one hand, and any current or former director or “executive officer” (as defined in Rule 3b-7 under the Exchange Act) of Company or any of its Subsidiaries or any person who beneficially owns (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) five percent (5%) or more of the outstanding Company Common Stock (or any of such person’s immediate family members or affiliates)

(other than Subsidiaries of Company) on the other hand, of the type required to be reported in any Company Report pursuant to Item 404 of Regulation S-K promulgated under the Exchange Act.

Section 3.21 State Takeover Laws. The Board of Directors of Company has approved this Agreement and the transactions contemplated hereby and has taken all such other necessary actions as required to render inapplicable to such agreements and transactions the provisions of any potentially applicable takeover laws of any state, including any “moratorium,” “control share,” “fair price,” “takeover” or “interested shareholder” law or any similar provisions of the organizational documents of Parent, Holdco or Merger Sub (collectively, with any similar provisions of the Company Charter or Company Bylaws, “Takeover Statutes”). In accordance with Section 48-23-102 of the TBCA, no appraisal or dissenters’ rights will be available to the holders of Company Common Stock or Company Preferred Stock in connection with the Merger.

Section 3.22 Opinion. Prior to the execution of this Agreement, Company has received an opinion (which if initially rendered orally, has been or will be confirmed by written opinion of the same date) from Morgan Stanley & Co. LLC, to the effect that as of the date thereof and subject to the various assumptions made, procedures followed, matters considered, and the qualifications and limitations on the scope of review undertaken by Morgan Stanley & Co. LLC as set forth in its written opinion, the Base Per Share Merger Consideration is fair from a financial point of view to Company. Such opinion has not been amended or rescinded as of the date of this Agreement.

Section 3.23 Company Information. The information relating to Company and its Subsidiaries included in (a) the Proxy Statement on the date it (or any amendment or supplement thereto) is first mailed to holders of Company Common Stock or at the time of the Company Meeting, and (b) the documents and financial statements of Company incorporated by reference in the Proxy Statement or any amendment or supplement thereto or (c) any other document filed with any other Regulatory Agency in connection herewith, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading. The portions of the Proxy Statement relating to Company and its Subsidiaries and other portions within the reasonable control of Company will comply in all material respects with the provisions of the Exchange Act and the rules and regulations thereunder. Notwithstanding the foregoing, no representation or warranty is made by Company with respect to statements made or incorporated by reference therein based on information provided or supplied by or on behalf of Parent or its Subsidiaries for inclusion in the Proxy Statement.

Section 3.24 Loan Portfolio.

(a) As of the date hereof, except as set forth in Section 3.24(a) of the Company Disclosure Schedule, neither Company nor any of its Subsidiaries is a party to any written or oral loan, loan agreement, note or borrowing arrangement (including leases, credit enhancements, commitments, guarantees and interest-bearing assets) (collectively, “Loans”) in which Company or any Company Subsidiary is a creditor that, as of December 31, 2021, had an outstanding balance of \$5,000,000.00 or more and under the terms of which the obligor was, as of December 31, 2021, over ninety (90) days or more delinquent in payment of principal or interest. Set forth in Section 3.24(a) of the Company Disclosure Schedule is a true, correct and

complete list of (A) all the Loans of Company and its Subsidiaries that, as of December 31, 2021, had an outstanding balance of \$5,000,000.00 or more and were classified by Company as “Other Loans Specially Mentioned,” “Special Mention,” “Substandard,” “Doubtful,” “Loss,” “Classified,” “Criticized,” “Credit Risk Assets,” “Concerned Loans,” “Watch List” or words of similar import, together with the principal amount of and accrued and unpaid interest on each such Loan and the identity of the borrower thereunder, together with the aggregate principal amount of and accrued and unpaid interest on such Loans, by category of Loan (e.g., commercial, consumer, etc.) and (B) each asset of Company or any of its Subsidiaries that, as of November 30, 2021, is classified as “Other Real Estate Owned” and the book value thereof.

(b) Except as would not have, either individually or in the aggregate, a Material Adverse Effect on Company, each Loan of Company or any of its Subsidiaries (i) is evidenced by notes, agreements or other evidences of indebtedness that are true, genuine and what they purport to be, (ii) to the extent carried on the books and records of Company and its Subsidiaries as secured Loans, has been secured by valid charges, mortgages, pledges, security interests, restrictions, claims, liens or encumbrances, as applicable, which have been perfected and (iii) is the legal, valid and binding obligation of the obligor named therein, enforceable in accordance with its terms, subject to the Enforceability Exceptions.

(c) Except as would not have, either individually or in the aggregate, a Material Adverse Effect on Company, each outstanding Loan of Company or any of its Subsidiaries (including Loans held for resale to investors) was solicited and originated, and is and has been administered and, where applicable, serviced, and the relevant Loan files are being maintained, in all material respects in accordance with the relevant notes or other credit or security documents, the written underwriting standards of Company and its Subsidiaries (and, in the case of Loans held for resale to investors, the underwriting standards, if any, of the applicable investors) and with all applicable federal, state and local laws, regulations and rules.

(d) Section 3.24(d) of the Company Disclosure Schedule contains a complete and accurate list of all extensions of credit as of November 30, 2021, by Company Bank and its Subsidiaries to any directors, executive officers and principal shareholders (as such terms are defined in Regulation O of the Federal Reserve Board (12 C.F.R. Part 215)) of Company Bank, and each such extension of credit is and was made in compliance in all material respects with all applicable laws.

(e) Except as disclosed in Section 3.24(e) of the Company Disclosure Schedule, there are no extensions of credit by Company Bank or its Subsidiaries to any employee, officer, director (as such terms are defined in Regulation O of the Federal Reserve Board (12 C.F.R. Part 215)) or other affiliate of Company Bank on which the borrower is paying a rate other than that reflected in the note or the relevant credit agreement or on which the borrower is paying a rate that was below market at the time the extensions of credit were made.

Section 3.25 Insurance. Except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Company, (a) Company and its Subsidiaries are insured with reputable insurers against such risks and in such amounts as the management of Company reasonably has determined to be prudent and consistent with industry practice, and Company and its Subsidiaries are in compliance in all material respects with their insurance policies and are not in default under any of the terms thereof, (b) each such

policy is outstanding and in full force and effect and, except for policies insuring against potential liabilities of current or former officers, directors and employees of Company and its Subsidiaries, Company or the relevant Subsidiary thereof is the sole beneficiary of such policies, (c) all premiums and other payments due under any such policy have been paid, and all claims thereunder have been filed in due and timely fashion, (d) there is no claim for coverage by Company or any of its Subsidiaries pending under any insurance policy as to which coverage has been questioned, denied or disputed by the underwriters of such insurance policy and (e) neither Company nor any of its Subsidiaries has received notice of any threatened termination of, material premium increase with respect to, or material alteration of coverage under, any insurance policies.

Section 3.26 Investment Advisor Subsidiaries.

(a) Certain Subsidiaries of Company are registered, licensed or qualified, or are required to be registered, licensed or qualified, in connection with the provision of investment management, investment advisory or sub-advisory services (Company and each Subsidiary, a "Company Advisory Subsidiary"). Each Company Advisory Subsidiary is registered as an investment adviser under the Investment Advisers Act and has operated since January 1, 2020 and is currently operating in compliance with all laws applicable to it or its business and has all registrations, permits, licenses, exemptions, orders and approvals required for the operation of its business or ownership of its properties and assets substantially as presently conducted, except, in each case, as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Company.

(b) The accounts of each advisory client of Company or its Subsidiaries, for purposes of the Investment Advisers Act of 1940, as amended (the "Investment Advisers Act"), that are subject to ERISA and/or Section 4975 of the Code have been managed by the applicable Company Advisory Subsidiary in compliance with the applicable requirements of ERISA and Section 4975 of the Code, except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Company.

(c) None of the Company Advisory Subsidiaries nor any person "associated" (as defined in the Investment Advisers Act) with any Company Advisory Subsidiary is ineligible pursuant to Section 203 of the Investment Advisers Act to serve as an investment advisor or as a person associated with a registered investment advisor, except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on Company.

Section 3.27 Insurance Subsidiaries.

(a) Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on Company, (i) since January 1, 2020, at the time each agent, representative, producer, reinsurance intermediary, wholesaler, third-party administrator, distributor, broker, employee or other person authorized to sell, produce, manage or administer products on behalf of any Company Subsidiary ("Company Agent") wrote, sold, produced, managed, administered or procured business for a Company Subsidiary, such Company Agent was, at the time Company Agent wrote or sold business, duly licensed for the type of activity and business written, sold, produced, managed, administered or produced to the

extent required by applicable law, (ii) no Company Agent has been since January 1, 2020, or is currently, in violation (or with or without notice or lapse of time or both, would be in violation) of any law, rule or regulation applicable to such Company Agent's writing, sale, management, administration or production of insurance business for any Company Insurance Subsidiary (as defined below) and (iii) each Company Agent was appointed by Company or a Company Insurance Subsidiary in compliance with applicable insurance laws, rules and regulations and all processes and procedures undertaken with respect to such Company Agent were undertaken in compliance with applicable insurance laws, rules and regulations. "Company Insurance Subsidiary" means each Subsidiary of Company through which insurance operations is conducted.

(b) Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on Company, (i) since January 1, 2020, Company and the Company Insurance Subsidiaries have made all required notices, submissions, reports or other filings under applicable insurance holding company statutes, (ii) all contracts, agreements, arrangements and transactions in effect between any Company Insurance Subsidiary and any affiliate are in compliance in all material respects with the requirements of all applicable insurance holding company statutes and (iii) each Company Insurance Subsidiary has operated and otherwise been in compliance with all applicable insurance laws, rules and regulations.

Section 3.28 Broker-Dealer and Other SEC-Regulated Subsidiaries.

(a) Company has certain Subsidiaries that are registered, licensed or qualified, or are required to be registered, licensed or qualified, as a broker-dealer (each, a "Company Broker-Dealer Subsidiary"), or as a municipal securities dealer or municipal advisor, in each case in accordance with any regulatory or legal requirement applicable to such Company Subsidiary (together with Company Broker-Dealer Subsidiaries, the "Company SEC-Registered Subsidiaries"). Except as would not reasonably be expected to, either individually or in the aggregate, have a Material Adverse Effect on Company: (i) each Company SEC-Registered Subsidiary is duly registered under the Exchange Act as a broker-dealer, municipal securities dealer or municipal advisor, as applicable, with the SEC and is in compliance with the applicable provisions of the Exchange Act, including applicable net capital requirements and customer protection requirements thereof; (ii) each Company Broker-Dealer Subsidiary is a member in good standing with FINRA and any other applicable SRO and in compliance with all applicable rules and regulations of FINRA and any such SRO of which it is a member or which otherwise has authority over it; (iii) each other Company SEC-Registered Subsidiary is a member in good standing, as required, with the Municipal Securities Rulemaking Board ("MSRB") and any other applicable SRO and in compliance with all applicable rules and regulations of MSRB and any such SRO of which it is a member or which otherwise has authority over it; (iv) each Company SEC-Registered Subsidiary (and each registered representative thereof) is duly registered, licensed or qualified as required, under, and in compliance with, the applicable laws of all jurisdictions in which it is required to be so registered and each such registration, license or qualification is in full force and effect and in good standing; (v) Company Bank qualifies for the exceptions from the definitions of "broker" and "dealer" under Sections 3(a)(4)(B) and 3(a)(5)(C) of the Exchange Act and regulations thereunder with respect to any brokerage or dealing activities conducted by Company Bank or a division thereof; and (vi) there is no action, suit, proceeding or investigation pending or, to the knowledge of Company, threatened that

would reasonably be likely to lead to the revocation, amendment, failure to renew, limitation, suspension or restriction of any such registrations, licenses, exceptions and qualifications.

(b) Except as would not reasonably be expected to, either individually or in the aggregate, have a Material Adverse Effect on Company, (i) none of the Company SEC-Registered Subsidiaries nor any “associated person” thereof (A) is or has been ineligible to serve as a broker-dealer or an associated person of a broker-dealer under Section 15(b) of the Exchange Act, (B) is subject to a “statutory disqualification” as defined in Section 3(a)(39) of the Exchange Act or (C) is subject to a disqualification that would be a basis for censure, limitations on the activities, functions or operations of, or suspension or revocation of the registration of any Company Broker-Dealer Subsidiary as broker-dealer, municipal securities dealer, government securities broker, government securities dealer or municipal advisor under Section 15, Section 15B or Section 15C of the Exchange Act or any rule of any SRO and (ii) there is no action, suit, proceeding or investigation pending or, to the knowledge of Company, threatened, that is reasonably likely to result in any such person being deemed ineligible as described in clause (A), subject to a “statutory disqualification” as described in clause (B) or subject to a disqualification as described in clause (C).

Section 3.29 Risk Management Instruments. Except as would not have, either individually or in the aggregate, a Material Adverse Effect on Company, all interest rate swaps, caps, floors, option agreements, futures and forward contracts and other similar derivative transactions and risk management arrangements, whether entered into for the account of Company or any of its Subsidiaries or for the account of a customer of Company or any of its Subsidiaries, were entered into in the ordinary course of business and in accordance with applicable rules, regulations and policies of any Governmental Entity and with counterparties reasonably believed to be financially responsible at the time and are legal, valid and binding obligations of Company or one of its Subsidiaries enforceable in accordance with their terms (except as may be limited by the Enforceability Exceptions). Except as would not have, either individually or in the aggregate, a Material Adverse Effect on Company, Company and each of its Subsidiaries has duly performed in all material respects all of its material obligations thereunder to the extent that such obligations to perform have accrued, and, to the knowledge of Company, there are no material breaches, violations or defaults or bona fide allegations or assertions of such by any party thereunder.

Section 3.30 No Other Representations or Warranties.

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

the course of their due diligence investigation of Company, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) Company acknowledges and agrees that neither Parent nor any other person on behalf of Parent has made or is making, and Company has not relied upon, any express or implied representation or warranty other than those contained in Article IV.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PARENT PARTIES

Except (i) as disclosed in the disclosure schedule delivered by Parent Parties to Company prior to the execution hereof (the "Parent Disclosure Schedule") (it being understood that (a) no item is required to be set forth as an exception to a representation or warranty if its absence would not result in the related representation or warranty being deemed untrue or incorrect, (b) the mere inclusion of an item in the Parent Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission by Parent Parties that such item represents a material exception or fact, event or circumstance or that such item would reasonably be expected to result in a Material Adverse Effect and (c) any disclosures made with respect to a section of this Article IV shall be deemed to qualify (1) any other section of this Article IV specifically referenced or cross-referenced and (2) other sections of this Article IV to the extent it is reasonably apparent on its face (notwithstanding the absence of a specific cross reference) from a reading of the disclosure that such disclosure applies to such other sections or (ii) as disclosed in reports filed with or furnished to the SEC by Parent since January 1, 2020 and prior to the date hereof (but disregarding risk factor disclosures contained under the heading "Risk Factors," or disclosures of risks set forth in any "forward-looking statements" disclaimer or any other statements that are similarly non-specific or cautionary, predictive or forward-looking in nature), Parent Parties hereby represent and warrant to Company as follows:

Section 4.1 Corporate Organization. Parent is duly organized, validly existing and in good standing as a Schedule I bank under the Bank Act (Canada), is a bank holding company duly registered under the BHC Act and has elected to be treated as a financial holding company under the BHC Act. Holdco is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Each Parent Party has the corporate power and authority to own, lease or operate all of its properties and assets and to carry on its business as it is now being conducted in all material respects. Each Parent Party is duly licensed or qualified to do business and in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned, leased or operated by it makes such licensing, qualification or standing necessary, except where the failure to be so licensed or qualified or to be in good standing would not, either individually or in the aggregate, have a Material Adverse Effect on Parent. A true and complete copy of Parent's,

Holdco's, TDGUS' and Merger Sub's Constituent Documents, as in effect as of the date of this Agreement, have been previously been made available by Parent to Company.

Section 4.2 Capitalization. The authorized capital of Parent consists of an unlimited number of common shares and an unlimited number of Class A first preferred shares.

Section 4.3 Authority; No Violation.

(a) Each Parent Party has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the Merger have been duly and validly approved by the Board of Directors of each Parent Party. The Board of Directors of each Parent Party has determined that the Merger, on the terms and conditions set forth in this Agreement, is in the best interests of such company and its shareholders, has adopted and approved this Agreement and Holdco has directed that this Agreement be submitted to its sole stockholder for approval and has adopted a resolution of the foregoing effect. Except for such stockholder approval, no other corporate proceedings on the part of any Parent Party are necessary to approve this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by each Parent Party and (assuming due authorization, execution and delivery by Company) constitutes a valid and binding obligation of each Parent Party, enforceable against such Parent Party in accordance with its terms (except in all cases as such enforceability may be limited by the Enforceability Exceptions).

(b) Neither the execution and delivery of this Agreement by each Parent Party, nor the consummation by each Parent Party of the transactions contemplated hereby (including the Merger, the Second Step Merger and the Bank Merger), nor compliance by each Parent Party with any of the terms or provisions hereof, will (i) violate any provision of the organizational documents of any Parent Party, as applicable or (ii) assuming that the consents and approvals referred to in Section 4.4 are duly obtained, (x) violate any law, statute, code, ordinance, rule, regulation, judgment, order, writ, decree or injunction applicable to any Parent Parties or any of their Subsidiaries or any of their respective properties or assets or (y) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of any Parent Party or any of their Subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which any Parent Party or any of their Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound, except (in the case of clauses (x) and (y) above) for such violations, conflicts, breaches, defaults, terminations, cancellations, accelerations or creations that either individually or in the aggregate would not have a Material Adverse Effect on Parent.

Section 4.4 Consents and Approvals. Except for (a) the filing of the applications, filings or notices to or with the Governmental Entities, Regulatory Agencies and SROs listed in Annex A and approval of or non-objection to such applications, filings and notices, (b) the filing with the SEC of the Proxy Statement, and (c) the filing of the Certificates of Merger with the Tennessee Secretary pursuant to the TBCA and Delaware Secretary pursuant

to the DGCL, no consents or approvals of or filings or registrations with any Governmental Entity are necessary in connection with (i) the execution and delivery by each of Parent Party of this Agreement or (ii) the consummation by each Parent Party of the Merger, the Second Step Merger and the other transactions contemplated hereby (including the Bank Merger). As of the date hereof, Parent Parties have no knowledge of any reason related to Parent or its Subsidiaries why the necessary regulatory approvals and consents will not be received to permit consummation of the Mergers on a timely basis (including any reason why the relevant statutory factors related to such approvals and consents will not be satisfied).

Section 4.5 Broker's Fees. None of Parent, Holdco or any of their respective Subsidiaries, nor any of their respective officers or directors, has employed any broker, finder or financial advisor or incurred any liability for any broker's fees, commissions or finder's fees in connection with the Merger or related transactions contemplated by this Agreement, other than J.P. Morgan Securities LLC.

Section 4.6 Legal and Regulatory Proceedings.

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

(b) Except as would not reasonably be expected to, either individually or in the aggregate, have a Material Adverse Effect on Parent, there is no injunction, order, judgment, decree, or regulatory restriction imposed upon Parent, Holdco, any of their Subsidiaries or their assets.

Section 4.7 Compliance with Applicable Law.

(a) Parent, Holdco and each of their Subsidiaries hold, and have at all times since January 1, 2020, held, all licenses, registrations, franchises, certificates, variances, permits charters and authorizations necessary for the lawful conduct of their respective businesses and ownership of their respective properties, rights and assets under and pursuant to each (and have paid all fees and assessments due and payable in connection therewith), except where neither the cost of failure to hold nor the cost of obtaining and holding such license, registration, franchise, certificate, variance, permit, charter or authorization (nor the failure to pay any fees or assessments) would, either individually or in the aggregate, have a Material Adverse Effect on Parent, and, to the knowledge of Parent, no suspension or cancellation of any such necessary license, registration, franchise, certificate, variance, permit, charter or authorization is threatened.

(b) Except as would not, either individually or in the aggregate, have a Material Adverse Effect on Parent, Parent, Holdco and each of their Subsidiaries have complied with and are not in default or violation under any applicable law, statute, order, rule, regulation, policy and/or guideline of any Governmental Entity relating to Parent, Holdco or any of their Subsidiaries, including (i) all applicable laws and regulations (and publicly posted policies)

relating to the privacy and security of Personal Data and (ii) the USA PATRIOT Act, the Bank Secrecy Act, the Equal Credit Opportunity Act and Regulation B, the Fair Housing Act, the Community Reinvestment Act, the Fair Credit Reporting Act, the Truth in Lending Act and Regulation Z, the Home Mortgage Disclosure Act, the Fair Debt Collection Practices Act, the Electronic Fund Transfer Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, any regulations promulgated by the Consumer Financial Protection Bureau, the Interagency Policy Statement on Retail Sales of Nondeposit Investment Products, the SAFE Mortgage Licensing Act of 2008, the Real Estate Settlement Procedures Act and Regulation X, Title V of the Gramm-Leach-Bliley Act, any and all sanctions or regulations enforced by the Office of Foreign Assets Control of the United States Department of Treasury and any other law, policy or guideline relating to bank secrecy, discriminatory lending, financing or leasing practices, consumer protection, money laundering prevention, foreign assets control, U.S. sanctions laws and regulations, Sections 23A and 23B of the Federal Reserve Act, the Sarbanes-Oxley Act, the Flood Disaster Protection Act of 1973 (as amended) and the National Flood Insurance Act of 1968 and the implementing regulations thereunder, the CARES Act, Pandemic Measures and all agency requirements relating to the origination, sale and servicing of mortgage and consumer loans. Parent, Holdco and their Subsidiaries have established and maintain a system of internal controls designed to ensure compliance by Parent, Holdco and their Subsidiaries with applicable financial recordkeeping and reporting requirements of applicable money laundering prevention laws in jurisdictions where Parent, Holdco and their Subsidiaries conduct business.

(c)Parent Bank has, and at all times during the past three (3) years has had, a Community Reinvestment Act rating no lower than “Outstanding”.

(d)As of the date hereof, there is no dispute or other proceeding pending between Parent or Parent Bank or any of their Subsidiaries and any community groups relating to Parent or Parent Bank, and, to the knowledge of Parent, no such dispute or other proceeding has been threatened, in each case, that could reasonably be expected to materially delay the receipt of, or impair the ability to obtain, all of the Requisite Regulatory Approvals.

(e)None of Parent, Holdco, or any of their Subsidiaries, or to the knowledge of Parent, any director, officer, employee, agent or other person acting on behalf of Parent, Holdco or any of their Subsidiaries has, directly or indirectly, (i) used any funds of Parent, Holdco or any of their Subsidiaries for unlawful contributions, unlawful gifts, unlawful entertainment or other expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic governmental officials or employees or to foreign or domestic political parties or campaigns from funds of Parent, Holdco or any of their Subsidiaries, (iii) violated any provision that would result in the violation of the Foreign Corrupt Practices Act of 1977, as amended, or any similar law, (iv) established or maintained any unlawful fund of monies or other assets of Parent, Holdco or any of their Subsidiaries, (v) made any fraudulent entry on the books or records of Parent, Holdco or any of their Subsidiaries or (vi) made any unlawful bribe, unlawful rebate, unlawful payoff, unlawful influence payment, unlawful kickback or other unlawful payment to any person, private or public, regardless of form, whether in money, property or services, to obtain favorable treatment in securing business, to obtain special concessions for Parent, Holdco or any of their Subsidiaries, to pay for favorable treatment for business secured or to pay for special concessions already obtained for Parent, Holdco or any of their Subsidiaries, or is currently subject to any United States sanctions administered by the

Office of Foreign Assets Control of the United States Treasury Department, except, in each case, as would not, either individually or in the aggregate, have a Material Adverse Effect on Parent.

(f) As of the date hereof, each of TDGUS and Parent Bank is “well-capitalized” (as such term is defined in the relevant regulation of the institution’s primary federal regulator) and, as of the date hereof, to the knowledge of Parent, neither Parent nor any of its Subsidiaries is aware of any fact, event or circumstance that would result in TDGUS and Parent Bank not being “well-capitalized” within one year from the date of this Agreement.

Section 4.8 Actions by Regulatory Agencies. Subject to Section 9.14, neither Parent, Holdco nor any of their Subsidiaries is subject to any cease-and-desist or other order or enforcement action issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is a party to any commitment letter or similar undertaking to, or is subject to any order or directive by, or has been ordered to pay any civil money penalty by, or has been since January 1, 2020, a recipient of any supervisory letter from, or since January 1, 2020, has adopted any policies, procedures or board resolutions at the request or suggestion of, any Regulatory Agency or other Governmental Entity that currently restricts in any material respect or would reasonably be expected to restrict in any material respect the conduct of its business or that in any material manner relates to its capital adequacy, its ability to pay dividends, its credit or risk management policies, its management, its business or its ability to consummate the transactions contemplated hereby in a timely manner (each, whether or not set forth in the Parent Disclosure Schedule, a “Parent Regulatory Agreement”), nor has Parent, Holdco or any of their Subsidiaries been advised in writing, or to Parent’s knowledge, orally, since January 1, 2020, by any Regulatory Agency or other Governmental Entity that it is considering issuing, initiating, ordering or requesting any such Parent Regulatory Agreement.

Section 4.9 Parent Information. The information relating to Parent and its Subsidiaries that is provided by Parent or its representatives for inclusion in (a) the Proxy Statement, on the date it (or any amendment or supplement thereto) is first mailed to holders of Company Common Stock or at the time of the Company Meeting, (b) the documents and financial statements of Parent incorporated by reference in the Proxy Statement or any amendment or supplement thereto or (c) any other document filed with any other Regulatory Agency in connection herewith, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading. The portions of the Proxy Statement relating to Parent and its Subsidiaries and other portions within the reasonable control of Parent will comply in all material respects with the provisions of the Exchange Act and the rules and regulations thereunder. Notwithstanding the foregoing, no representation or warranty is made by Parent with respect to statements made or incorporated by reference therein based on information provided or supplied by or on behalf of Company or its Subsidiaries for inclusion in the Proxy Statement.

Section 4.10 Availability of Funds. As of the date of this Agreement, Parent has sufficient funds or access thereto, and Parent will at the Closing have immediately available funds in cash, to pay when due all amounts payable by it hereunder and to fulfill its obligations hereunder. Parent acknowledges that the obligations of Parent under this Agreement are not contingent upon or subject to any conditions regarding Parent’s, its Affiliates’, or any other

Person's ability to obtain financing or otherwise to raise capital for the consummation of the Transactions, including the payment of the Merger Consideration.

Section 4.11 No Other Representations or Warranties.

(a) Except for the representations and warranties made by each Parent Party in this Article IV, no Parent Party nor any other person makes any express or implied representation or warranty with respect to Parent Parties, their respective Subsidiaries, or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and each Parent Party hereby disclaims any such other representations or warranties and Company acknowledges the same. In particular, without limiting the foregoing disclaimer, no Parent Party nor any other person makes or has made any representation or warranty to Company or any of its affiliates or representatives with respect to (i) any financial projection, forecast, estimate, budget or prospective information relating to Parent, any of its Subsidiaries or their respective businesses or (ii) except for the representations and warranties made by Parent Parties in this Article IV, any oral or written information presented to Company or any of its affiliates or representatives in the course of their due diligence investigation of Parent Parties, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) Each Parent Party acknowledges and agrees that neither Company nor any other person has made or is making, and Parent and Holdco have not relied on, any express or implied representation or warranty other than those contained in Article III.

ARTICLE V

COVENANTS RELATING TO CONDUCT OF BUSINESS

Section 5.1 Conduct of Business Prior to the Effective Time. During the period from the date of this Agreement to the Effective Time or earlier termination of this Agreement, except as (i) expressly contemplated or permitted by this Agreement (including as set forth in the Company Disclosure Schedule), (ii) required by law, (iii) may be necessary or commercially reasonable in response to a Pandemic or Pandemic Measures, subject to Company providing Parent with advance notice in respect of any such action (unless it is not reasonably practicable under the circumstances to provide such prior notice, in which case Company shall provide notice to Parent as soon as reasonably practicable) or (iv) consented to in writing by Parent (such consent not to be unreasonably withheld, conditioned or delayed), Company shall, and shall cause each of its Subsidiaries to, (A) conduct its business in the ordinary course in all material respects and (B) use reasonable best efforts to maintain and preserve intact its business organization, employees and advantageous business relationships.

Section 5.2 Company Forbearances. During the period from the date of this Agreement to the Effective Time or earlier termination of this Agreement, except as set forth in the Company Disclosure Schedule, as expressly contemplated or permitted by this Agreement or as required by law, Company shall not, and shall not permit any of its Subsidiaries to, without

the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed):

(a) other than in the ordinary course of business, incur any indebtedness for borrowed money (other than indebtedness of Company or any of its wholly-owned Subsidiaries to Company or any of its wholly-owned Subsidiaries, or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other individual, corporation or other entity (it being understood and agreed that incurrence of indebtedness in the ordinary course of business shall include the creation of deposit liabilities, issuances of letters of credit and commercial paper, purchases of federal funds, borrowings from the Federal Home Loan Bank, sales of certificates of deposit, entry into repurchase agreements and satisfaction of legal requirements in the exercise of trust powers, in each case, on terms and in amounts consistent with past practice);

(b)

(i) adjust, split, combine or reclassify any capital stock;

(ii) make, declare, pay or set a record date for any dividend, or any other distribution on, or directly or indirectly redeem, purchase or otherwise acquire, any shares of its capital stock or other equity or voting securities or any securities or obligations convertible (whether currently convertible or convertible only after the passage of time or the occurrence of certain events) or exchangeable into or exercisable for any shares of its capital stock or other equity or voting securities, including any securities of Company or Company Subsidiary, except (A) regular quarterly cash dividends by Company at a rate not in excess of \$0.15 per share of Company Common Stock, (B) dividends paid by any of the Company Subsidiaries to Company or any of its wholly-owned Subsidiaries, (C) dividends provided for and paid on Company Preferred Stock in accordance with the terms of such Company Preferred Stock and (D) the acceptance of shares of Company Common Stock as payment for the exercise price of Company Options or for withholding Taxes incurred in connection with the exercise of Company Options or the vesting or settlement of other Company Equity Awards, in each case, in accordance with past practice and the terms of the applicable Stock Plans and award agreements thereunder;

(iii) grant any stock options, restricted stock units, performance stock units, phantom stock units, restricted shares or other equity-based awards or interests, or grant any person any right to acquire (or any right to payment the amount of which is determined in whole or in part based on the value of) any securities of Company or any Company Subsidiary; or

(iv) issue, sell, transfer, encumber or otherwise permit to become outstanding any shares of capital stock or voting securities or equity interests or securities convertible (whether currently convertible or convertible only after the passage of time of the occurrence of certain events) or exchangeable into, or exercisable for, any shares of its capital stock or other equity or voting securities, including any securities of Company or any Company Subsidiary, or any options, warrants, or other rights of any kind to acquire any shares of capital stock or other equity or voting securities, including any securities of Company or any Company Subsidiary, except pursuant to the exercise of Company

Options or the settlement of other Company Equity Awards, in each case, which are outstanding as of the date hereof, in accordance with their terms as in effect as of the date hereof;

(c) sell, transfer, mortgage, encumber, abandon, allow to lapse, license, lease or otherwise dispose of any of its material properties, rights or assets or any business to any individual, corporation or other entity other than a wholly-owned Subsidiary, or cancel, release or assign any indebtedness to any such person or any claims held by any such person, in each case, other than in the ordinary course of business or pursuant to contracts or agreements in force at the date of this Agreement and set forth on Section 5.2(c) of the Company Disclosure Schedule;

(d) except for foreclosure or acquisitions of control in a fiduciary or similar capacity or in satisfaction of debts previously contracted in good faith in the ordinary course of business, make any material investment in or acquisition of (whether by purchase of stock or securities, contributions to capital, property transfers, merger or consolidation, formation of a joint venture or otherwise) any other person or the property or assets of any other person, in each case, other than a wholly-owned Company Subsidiary;

(e) in each case, except for transactions in the ordinary course of business, (i) terminate, materially amend, or waive any material provision of, any Material Contract, or make any change in any instrument or agreement governing the terms of any of its securities, other than normal renewals of contracts without material adverse changes of terms with respect to Company or its Subsidiaries or (ii) enter into (or thereafter terminate, materially amend, or waive any material provision of) any contract that would constitute a Material Contract if it were in effect on the date of this Agreement, except entry into any contract to replace a Material Contract that Company does not reasonably expect will materially reduce the expected business or economic benefits to, or impose additional material obligations on, Company and its Subsidiaries under such contract;

(f) except as required under applicable law or the terms of any Company Benefit Plan existing as of the date hereof, as applicable: (i) enter into, establish, adopt, amend or terminate any Company Benefit Plan, or any arrangement that would be a Company Benefit Plan if in effect on the date hereof, other than routine administrative amendments that would not materially increase the benefits provided thereunder or the cost thereof to Company and its Subsidiaries, (ii) increase the compensation or benefits payable to any current or former employee, officer, director or individual consultant, other than increases to current employees and officers (w) in connection with a promotion or change in responsibilities permitted under clause (viii) of this Section 5.2(f) and to a level consistent with similarly situated peer employees, (x) in base salary or wages or target annual cash bonus opportunity that is in the ordinary course of business consistent with past practice and with respect to an employee who is not an “executive officer” (as defined in Rule 3b-7 promulgated under the Exchange Act) as set forth on Section 5.2(f)(ii)(x) of the Company Disclosure Schedule, (y) the payment of incentive compensation for completed performance periods based upon corporate performance, the performance of such employee and, if applicable, such employee’s business or (z) changes in health and welfare benefits that are generally applicable to all Company employees in the ordinary course, in each case determined in accordance with the terms of the applicable Company Benefit Plan and in the ordinary course of business consistent with past practice, (iii)

pay or award, or commit to pay or award, any bonuses or incentive compensation to any current or former employee, officer, director or individual consultant, other than contemplated by clause (ii)(z) above, (iv) accelerate the payment, vesting or funding of or under any Company Benefit Plan or of any compensation or benefit, (v) grant to any current or former employee, officer, director or individual consultant any right to reimbursement, indemnification or payment for any Taxes, including any Taxes incurred under Section 409A or 4999 of the Code, (vi) with respect to any Company Benefit Plan, (x) fund any rabbi trust or similar arrangement or in any other way secure the payment of compensation or benefits under any Company Benefit Plan or (y) except as may be required by GAAP, change any actuarial or other assumption used to calculate the funding obligations with respect to such Company Benefit Plan or change the manner in which contributions are made or the basis on which contributions are calculated with respect to such Company Benefit Plan, in each case, except in the ordinary course of business consistent with past practice, (vii) terminate the employment or services of any “executive officer” (as defined in Rule 3b-7 promulgated under the Exchange Act), other than for cause or (viii) hire any employee, or promote any employee to a position of “executive officer” (as defined in Rule 3b-7 promulgated under the Exchange Act);

(g)enter into, establish or adopt any collective bargaining or similar agreement with any union, works council, or other labor organization, or recognize any union, works council, or other labor organization as the representative of any of the employees of Company or any of its Subsidiaries;

(h)settle any material claim, suit, action or proceeding, except for such settlements involving monetary remedies not in excess of \$5,000,000.00 individually or \$10,000,000.00 in the aggregate (in each case excluding payment of any net insurance proceeds) and that would not impose any material restriction on, or create any adverse precedent that would be material to, the business of it or its Subsidiaries or the Surviving Corporation after consummation of the Mergers;

(i)amend its charter, its bylaws or comparable governing documents of its Subsidiaries that are “significant subsidiaries” within the meaning of Rule 1-02 of Regulation S-X of the SEC;

(j)materially restructure or materially change its investment securities, wholesale funding, BOLI or derivatives portfolios or its interest rate exposure, through purchases, sales or otherwise, or the manner in which any such portfolio is classified or reported;

(k)implement or adopt any change in its accounting principles, practices or methods, other than as may be required by GAAP;

(l)enter into any material new line of business or, other than in the ordinary course of business consistent with past practice, change in any material respect its lending, investment, underwriting, risk and asset liability management and other banking and operating, securitization and servicing policies (including any change in the maximum ratio or similar limits as a percentage of its capital exposure applicable with respect to its loan portfolio or any segment thereof), except as required by applicable law, regulation or policies imposed by any Governmental Entity and ordinary course changes to policies or practices in response to changes in the market for similar items;

(m)(i) make, change or revoke any Tax election, (ii) change an annual Tax accounting period, (iii) adopt or change any Tax accounting method, (iv) file any amended Tax Return, (v) enter into any closing agreement with respect to Taxes, (vi) settle any Tax claim, audit, assessment or dispute or surrender any right to claim a refund of Taxes, (vii) initiate any voluntary disclosure with, or request any ruling from, any Governmental Entity or (viii) incur any material amount of Tax outside of the ordinary course of business;

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

(o)make any loans or extensions of credit, except in the ordinary course of business consistent with past practice, or new loans or extensions of credit in excess of \$150,000,000.00 in a single transaction or renewals of loans or extensions of credit in excess of \$150,000,000.00, in each case, except pursuant to existing commitments;

(p)make application for the opening, relocation or closing of any, or open, relocate or close any, branch or automated banking facility of Company Bank, other than those pending or planned as of the date of this Agreement set forth in Section 5.2(p) of the Company Disclosure Schedule;

(q)incur any capital expenditures or any obligations or liabilities in respect thereof, except (i) as may be required pursuant to any Material Contract, (ii) any other capital expenditures not to exceed \$50,000,000.00 in the aggregate or (iii) capital expenditures necessary for safety and soundness purposes;

(r)make any material adverse change to the security or operation of the IT Assets used in its business or its posted privacy policies, except as required by applicable law;

(s)take any action that is intended or expected to result in any of the conditions to the Merger set forth in Section 7.1 or Section 7.2 not being satisfied;

(t)knowingly take any action (including a business acquisition, sale or other strategic transaction) that would reasonably be expected to prevent, impede or delay the consummation of the transactions contemplated hereby, including the Merger, or impair Company's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby, including the Merger, on a timely basis; or

(u)agree to take, make any commitment to take, or adopt any resolutions of its Board of Directors or similar governing body in support of, any of the actions prohibited by this Section 5.2.

Section 5.3 Parent Forbearances. During the period from the date of this Agreement to the Effective Time or earlier termination of this Agreement, except as set forth in the Parent Disclosure Schedule, as expressly contemplated or permitted by this Agreement or as required by law, Parent shall not, and shall not permit any of its Subsidiaries to, without the prior

written consent of Company (such consent not to be unreasonably withheld, conditioned or delayed):

(a) amend the Constituent Documents of Parent or any of its Subsidiaries in a manner that would impair Parent's or Holdco's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby, including the Merger and the Bank Merger, on a timely basis;

(b) take any action that is intended or expected to result in any of the conditions to the Merger set forth in Section 7.1 or Section 7.2 not being satisfied;

(c) knowingly take any action (including a business acquisition, sale or other strategic transaction) that would reasonably be expected to prevent, materially impede or materially delay the consummation of the transactions contemplated hereby, including the Merger, or materially impair Parent's or Holdco's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby, including the Merger, on a timely basis; or

(d) agree to take, make any commitment to take, or adopt any resolutions of its Board of Directors or similar governing body in support of, any of the actions prohibited by this Section 5.3.

ARTICLE VI

ADDITIONAL AGREEMENTS

Section 6.1 Regulatory Matters.

(a) Promptly after (and, in any event, within forty-five (45) days of) the date of this Agreement, Company shall prepare and file with the SEC the Proxy Statement. Company shall provide Parent with a reasonable period of time to review the Proxy Statement and any amendments thereto prior to filing and shall reasonably consider any comments from Parent. Company shall use its reasonable best efforts to clear for mailing the preliminary Proxy Statement and, subject to the immediately preceding sentence, Company shall promptly file and distribute to the shareholders of Company any supplement or amendment to the Proxy Statement that Company has reasonably determined, after consultation with outside counsel, is required by applicable law.

(b) The parties hereto shall, and shall cause their respective Subsidiaries to, cooperate and use their reasonable best efforts to (i) take, or cause to be taken, all actions necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, (ii) promptly prepare and file all necessary documentation, to effect all applications, notices, petitions, registrations and any other filings set forth on Annex A (the "Requisite Regulatory Approvals"), and to make such filings within thirty (30) days of the date of this Agreement (subject to the timely receipt by Parent of all necessary information from Company and Company Subsidiaries as Parent may reasonably request for the preparation of such filings), (iii) promptly prepare all documentation (including in response to information requests from Regulatory Agencies and Governmental Entities), and make all

filings, (iv) obtain as promptly as practicable all permits, consents, approvals, waivers and any other authorizations of all third parties, Regulatory Agencies and Governmental Entities (and the expiration or termination of all statutory waiting periods in respect thereof) in each case which are necessary or advisable to consummate the transactions contemplated by this Agreement (including the Mergers) as timely as possible, and (v) comply with the terms and conditions of all such permits, consents, approvals and authorizations of all such Regulatory Agencies and Governmental Entities. Parent and Company shall have the right to review in advance, and, to the extent practicable, each will consult the other on, in each case, subject to applicable laws relating to the exchange of information, all the information relating to Company or Parent, as the case may be, and any of their respective Subsidiaries, which appears in any filing made with, or written materials submitted to, any third party or any Regulatory Agency or Governmental Entity in connection with the transactions contemplated by this Agreement. In exercising the foregoing right, each of the parties hereto shall act reasonably and as promptly as practicable. The parties hereto agree that they will consult with each other with respect to obtaining all permits, consents, approvals and authorizations of all third parties, Regulatory Agencies and Governmental Entities necessary or advisable to consummate the transactions contemplated by this Agreement and each party will keep the other apprised of the status of matters relating to completion of the transactions contemplated in this Agreement, and each party shall consult with the other in advance of any meeting or conference with any Regulatory Agency or Governmental Entity in connection with the transactions contemplated by this Agreement and, to the extent permitted by such Regulatory Agency or Governmental Entity, give the other party and/or its counsel the opportunity to attend and participate in such meetings and conferences; provided, that each party shall promptly advise the other party with respect to substantive matters that are addressed in any meeting or conference with any Regulatory Agency or Governmental Entity in connection with or affecting the transactions contemplated by this Agreement which the other party does not attend or participate in, to the extent permitted by such Regulatory Agency or Governmental Entity and subject to applicable law and Section 9.14.

(c) In furtherance and not in limitation of the foregoing, each party shall use its reasonable best efforts to avoid the entry of, or to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that would restrain, prevent or delay the Closing. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to require Parent, Holdco, Company or their respective Subsidiaries (and Company and its Subsidiaries shall not be permitted without the prior written consent of Parent) to take any action, or commit to take any action, or agree to any condition or restriction, in connection with obtaining the foregoing permits, consents, approvals and authorizations of Governmental Entities and Regulatory Agencies that would have a Material Adverse Effect on Parent and its Subsidiaries, taken as a whole (measured on a pro forma basis after giving effect to the transactions contemplated hereby, including the Merger and the Bank Merger) (a “Materially Burdensome Regulatory Condition”).

(d) Parent, Holdco and Company shall, upon request, furnish each other with all information concerning themselves, their Subsidiaries, directors, officers and shareholders and such other matters as may be reasonably necessary or advisable in connection with the Requisite Regulatory Approvals, the Proxy Statement or any other statement, filing, notice or application made by or on behalf of Parent, Holdco and Company or any of their respective Subsidiaries to any Governmental Entity in connection with the Merger, the Bank Merger and the other transactions contemplated by this Agreement.

(e) Parent, Holdco and Company shall promptly advise each other upon receiving any communication from any Governmental Entity whose consent or approval is required for consummation of the transactions contemplated by this Agreement that causes such party to believe that there is a reasonable likelihood that any Requisite Regulatory Approval will not be obtained, or that the receipt of any such approval will be materially delayed.

Section 6.2 Access to Information.

(a) To the extent permitted by applicable laws and as may be reasonable in light of Pandemic Measures, for the purposes of verifying the representations and warranties of Company and preparing for the Merger, the Second Step Merger, the Bank Merger and the other matters contemplated by this Agreement, Company shall, and shall cause each of its Subsidiaries to, afford to the officers, employees, accountants, counsel, advisors and other representatives of Parent and Holdco, access upon prior reasonable notice, during normal business hours during the period prior to the Effective Time, to all its properties, books, contracts, commitments, personnel, information technology systems, and records, and each shall cooperate with Parent and Holdco in preparing to execute after the Effective Time the conversion or consolidation of systems and business operations generally, and, during such period, Company shall, and shall cause its Subsidiaries to, make available to Parent and Holdco (i) a copy of each report, schedule, registration statement and other document filed or received by it during such period pursuant to the requirements of federal securities laws or federal or state banking laws (other than reports or documents that Company is not permitted to disclose in accordance with Section 9.14 or otherwise under applicable law) and (ii) all other information concerning its business, properties, information technology systems and personnel as Parent or Holdco may reasonably request. Parent shall use commercially reasonable efforts to minimize any interference with Company's regular business operations during any such access. Neither Company nor any of its Subsidiaries shall be required to provide access to or to disclose information where such access or disclosure would violate or prejudice the rights of Company's customers, jeopardize the attorney-client privilege of the institution in possession or control of such information (after giving due consideration to the existence of any common interest, joint defense or similar agreement between the parties) or contravene any law, rule, regulation, order, judgment, decree, fiduciary duty or binding agreement entered into prior to the date of this Agreement. The parties hereto will make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply.

(b) Parent and Holdco shall hold all information furnished by or on behalf of Company or any of its Subsidiaries or representatives pursuant to Section 6.2(a) in confidence to the extent required by, and in accordance with, the provisions of the confidentiality letter agreement, dated February 1, 2022, by and between Parent and Company (the "Confidentiality Agreement").

(c) No investigation by any party or their respective representatives shall affect or be deemed to modify or waive the representations and warranties of the other set forth in this Agreement.

(d) Nothing contained in this Agreement shall give either Parent or Company, directly or indirectly, the right to control or direct the operations of the other party prior to the Effective Time. Prior to the Effective Time, each party shall exercise, consistent with the terms

and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

Section 6.3 Company Shareholder Approval.

(a) Company shall call, give notice of, convene and hold a meeting of its shareholders (the "Company Meeting") as soon as reasonably practicable after the Proxy Statement is mailed (and in no event later than forty (40) days after such mailing) for the purpose of obtaining (a) the Requisite Company Vote required in connection with this Agreement and the Merger, and (b) if so desired and agreed by Parent, a vote upon other matters of the type customarily brought before a meeting of shareholders in connection with the approval of a merger agreement or the transactions contemplated thereby. Company (and its Board of Directors) shall use its reasonable best efforts to obtain from the shareholders of Company the Requisite Company Vote, including by communicating to its shareholders its recommendation (and including such recommendation in the Proxy Statement) that they adopt and approve this Agreement and the transactions contemplated hereby (the "Company Board Recommendation").

(b) Company and its Board of Directors shall not (i) withhold, withdraw, modify or qualify in a manner adverse to the other party the Company Board Recommendation, (ii) fail to make the Company Board Recommendation in the Proxy Statement, (iii) adopt, approve, recommend or endorse an Acquisition Proposal or publicly announce an intention to adopt, approve, recommend or endorse an Acquisition Proposal, (iv) fail to publicly and without qualification (A) recommend against any Acquisition Proposal or (B) reaffirm the Company Board Recommendation within ten (10) business days (or such fewer number of days as remains prior to the Company Meeting after an Acquisition Proposal is made public or any request by the other party to do so) or (v) publicly propose to do any of the foregoing (any of the foregoing described in clauses (i) through (v), a "Recommendation Change").

(c) Notwithstanding anything in this Agreement to the contrary, subject to Section 8.1 and Section 8.2, prior to the receipt of the Requisite Company Vote, the Board of Directors of Company may submit this Agreement to its shareholders without recommendation, in which event the Board of Directors of Company may communicate the basis for its lack of recommendation to its shareholders in the Proxy Statement or an appropriate amendment or supplement thereto to the extent required by law (although the resolutions approving this Agreement as of the date hereof may not be rescinded or amended), if (i)(A) the Board of Directors of Company has received after the date hereof a bona fide Acquisition Proposal which did not result from a breach of Section 6.13(a), which it believes in good faith, after receiving the advice of its outside counsel and its financial advisors, constitutes a Superior Proposal (in which event, subject to compliance with the entirety of this Section 6.3(c) and prior to the receipt of the Requisite Company Vote, the Board of Directors of Company may cause Company to terminate this Agreement pursuant to Section 8.1(g) in order to enter into an Alternative Acquisition Agreement with respect to such Superior Proposal) or (B) an Intervening Event has occurred, and (ii) the Board of Directors of Company, after receiving the advice of its outside counsel and its financial advisors, determines in good faith that failure to take such actions would be inconsistent with its fiduciary duties under applicable law, in each case, if, but only if, (1) Company has complied in all material respects with Section 6.13(a), (2) Company delivers to Parent at least three (3) business days' prior written notice of its intention to take such action, and furnishes to Parent a reasonable description of the events or circumstances giving rise to its determination to

take such action (including, in the event such action is taken in response to an Acquisition Proposal, the identity of the person making such Acquisition Proposal, a copy of the proposed transaction agreement(s) and all other documents relating to such Acquisition Proposal), (3) prior to taking such action, Company negotiates, and causes its financial, legal, and other advisors to negotiate, in good faith with Parent, during the three (3) business day period following Company's delivery of the notice referred to in such sub-clause (2) above (to the extent Parent desires to so negotiate) any revision to the terms of this Agreement that Parent desires to propose, and (4) after the conclusion of such three (3) business day period, the Board of Directors of Company determines in good faith, after giving effect to all of the adjustments or revisions (if any) which may be offered by Parent pursuant to sub-clause (3) above, that, in the case of actions described in clause (i)(A) above, such Acquisition Proposal continues to constitute a Superior Proposal and in case of actions described in either clause (i)(A) or clause (i)(B) above, it nevertheless would be inconsistent with its fiduciary duties under applicable law to make or continue to make the recommendation to the shareholders of Company (it being agreed that, if such actions are being taken in response to an Acquisition Proposal, in the event that, following delivery of the notice referred to in sub-clause (2) above, there is any material revision to the terms of such Acquisition Proposal, including any revision in price or other improvement in economic terms, the three (3) business day period during which the parties agree to negotiate in good faith shall be extended, if applicable, to ensure that at least two (2) business days remain to negotiate subsequent to the time Company notifies Parent of any such material revision (it being understood that there may be multiple extensions)).

(d)Notwithstanding any Recommendation Change, unless this Agreement has been terminated, the Company Meeting shall be convened and this Agreement shall be submitted to the shareholders of Company at such meeting for the purpose of the shareholders of Company considering and voting on approval of this Agreement and any other matters required to be approved by the shareholders of Company in order to consummate the transactions contemplated by this Agreement. Additionally, unless this Agreement has been terminated, Company shall not submit to or for a vote of its shareholders any Acquisition Proposal.

(e)Company shall adjourn or postpone the Company Meeting if (i) as of the date of such meeting there are insufficient shares of Company Common Stock represented (either in person or by proxy) to constitute the quorum necessary to conduct the business of such meeting, (ii) as of the date of such meeting Company has not received proxies representing a sufficient number of shares necessary for the approval of this Agreement by the shareholders of Company, or (iii) required by applicable law in order to ensure that any required supplement or amendment to the Proxy Statement Company was required to provide to its shareholders by applicable law is provided to the holders of Company Common Stock a reasonable amount of time prior to such meeting; provided, that, in the case of clauses (i) and (ii) but not clause (iii), without the prior written consent of Parent, Company shall not adjourn or postpone the Company Meeting for more than seven (7) business days in the case of any individual adjournment or postponement or more than twenty (20) business days in the aggregate.

Section 6.4 Legal Conditions to Merger. Subject in all respects to Section 6.1 of this Agreement, each of Company and Parent shall, and shall cause its Subsidiaries to, use its or their reasonable best efforts (a) to take, or cause to be taken, all actions necessary, proper or advisable to comply promptly with all legal requirements that may be imposed on such party or its Subsidiaries with respect to the Merger and the Bank Merger and, subject to the conditions set

forth in Article VII hereof, to consummate the transactions contemplated by this Agreement and (b) to obtain (and to cooperate with the other party to obtain) any material consent, authorization, order or approval of, or any exemption by, any Regulatory Agency, Governmental Entity and any other third party that is required to be obtained by Company or Parent or any of their respective Subsidiaries in connection with the Merger, the Bank Merger and the other transactions contemplated by this Agreement; provided, that with respect to any such third party consents, in no event shall Company or its Subsidiaries be required to (and, without the consent of Parent, shall not) make or agree to make any payments to any third party, concede or agree to concede anything of monetary or economic value, amend or otherwise modify any contract to which it is a party to or bound or commence, defend or participate in any action, in each case in connection with obtaining such third party consents.

Section 6.5 Stock Exchange Delisting. Company shall cooperate with Parent and use reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under applicable Laws and rules and policies of the New York Stock Exchange to enable the delisting of the Company Common Stock and Company Preferred Stock (other than the Series G Convertible Preferred Stock) from the New York Stock Exchange and the deregistration of the Company Common Stock and such Company Preferred Stock under the Exchange Act as promptly as practicable after the Effective Time. In connection therewith, Company shall promptly provide such information that may be reasonably requested by Parent (including with respect to the holders of such Company Preferred Stock (or depositary shares in respect thereof) to the extent reasonably available). Company shall also provide such other approvals or instructions under the applicable depositary agreements with respect to the Company Preferred Stock that may be reasonably requested by Parent in connection with the transactions contemplated by this Agreement.

Section 6.6 Employee Benefit Plans.

(a) During the period commencing at the Effective Time and ending on the earlier of (x) the first anniversary of the Effective Time and (y) December 31, 2023 (the "Continuation Period"), Parent shall cause the Surviving Corporation to provide (i) each employee of Company or any of its Subsidiaries as of the Effective Time who remains employed by Parent or any of its affiliates (including the Surviving Corporation and its Subsidiaries) following the Effective Time (a "Continuing Employee") with an annual base salary or base wage rate and a target annual cash bonus opportunity that are, in each case, no less than that provided to such employee by Company and its Subsidiaries immediately prior to the Effective Time, (ii) each Continuing Employee with an annual long-term equity-based incentive opportunity (excluding any merit, transaction-related, retention, recognition, discretionary or other one-time or special grant or award) that is substantially comparable to that provided to such employees by Company and Subsidiaries immediately prior to the Effective Time and (iii) the Continuing Employees with other employee benefits (excluding deferred compensation, change-in-control, retention or transaction-related benefits and defined benefit pension and post-retirement welfare benefits) that are substantially comparable in the aggregate to those (subject to the same exclusions as the foregoing) provided to such employees by Company and its Subsidiaries immediately prior to the Effective Time. During the Continuation Period (and, for such longer period, to the extent required by the terms of the applicable Company Benefit Plan), Parent shall continue to maintain or cause to be maintained, without amendment, Company's severance policies and plans applicable to Continuing Employees immediately prior to the

Effective Time as set forth on Section 6.6(a) of the Company Disclosure Schedule (the “Company Severance Plans”), and shall provide, or cause to be provided, to each Continuing Employee whose employment is terminated during the Continuation Period without “cause”, as such term is defined or concept is used for purposes of the applicable Company Severance Plan, or who otherwise experiences a severance-qualifying termination under the applicable Company Severance Plan, with the severance benefits specified in the applicable Company Severance Plan.

(b) With respect to any employee benefit plans of Parent or its Subsidiaries in which any employees of Company or its Subsidiaries become eligible to participate on or after the Effective Time (the “New Plans”), Parent shall or shall cause the Surviving Corporation to: (i) use commercially reasonable efforts to (A) waive all pre-existing condition limitations, exclusions and waiting periods with respect to participation and coverage requirements applicable to each such employee and his or her eligible dependents under any New Plans, except to the extent such pre-existing condition limitations, exclusions or waiting periods would apply under the analogous Company Benefit Plan, and (B) provide each such employee and his or her eligible dependents with credit for the plan year in which the Effective Time occurs for any co-payments or deductibles paid prior to the Effective Time under a Company Benefit Plan (to the same extent that such credit was given under the analogous Company Benefit Plan prior to the Effective Time) in satisfying any applicable deductible or out-of-pocket requirements under any New Plans for the plan year in which the Effective Time occurs; and (ii) recognize all service of each such employee with Company and its Subsidiaries (and their respective predecessors, if applicable) for purposes of vesting under and eligibility to participate in each applicable New Plan; provided, that the foregoing service recognition shall not apply (A) to the extent it would result in duplication of benefits for the same period of services, (B) for purposes of any defined benefit pension plan or benefit plan that provides retiree welfare benefits, (C) for newly-established employee benefit plans sponsored or maintained by Parent or any of its affiliates for which similarly-situated employees of Parent and its affiliates do not receive past service credit, (D) where such period of service was not recognized or credited with Company and its Subsidiaries prior to the Effective Time, or (E) to any benefit plan that is a frozen plan or provides grandfathered benefits.

(c) If requested by Parent in writing at least ten (10) business days prior to the Closing Date, Company shall cause any 401(k) plan sponsored or maintained by Company or any of its affiliates (each, a “Company 401(k) Plan”) to be terminated effective immediately prior to the Closing Date and contingent upon the occurrence of the Closing. In the event that Parent requests that any Company 401(k) Plan be terminated, (i) Company shall provide Parent with evidence that such plan has been terminated (the form and substance of which shall be subject to reasonable review and comment by Parent) not later than the day immediately preceding the Closing Date and (ii) prior to the Closing Date and thereafter (as applicable), Company and Parent shall take any and all action as may be required, including amendments to each Company 401(k) Plan and/or the corresponding 401(k) plan sponsored or maintained by Parent or one of its Subsidiaries (the “Parent 401(k) Plan”), to permit each Continuing Employee to make rollover contributions of “eligible rollover distributions” (within the meaning of Section 401(a)(31) of the Code, including of loans) in cash or notes (in the case of loans) in an amount equal to the eligible rollover distribution portion of the account balance distributable to such Continuing Employee from such Company 401(k) Plan to the corresponding Parent 401(k) Plan upon receipt of a favorable IRS determination letter with respect to the termination of such Company 401(k) Plan. If Parent requests termination of the Company 401(k) Plan prior to the

Effective Time, the Continuing Employees shall be eligible to participate, effective as of the Effective Time, in the Parent 401(k) Plan and, for the avoidance of doubt, would be eligible to receive the same employer matching contributions as provided to participants in the Parent 401(k) Plan generally (in each case subject to the terms and conditions of such Parent 401(k) Plan).

(d) Parent hereby acknowledges that the transactions contemplated by this Agreement shall constitute a “change in control,” “change of control” or term or concept of similar import of Company and its Subsidiaries under the terms of the Company Benefit Plans. From and after the Effective Time, Parent and the Surviving Corporation shall honor all obligations and rights under the Company Benefit Plans in accordance with their terms (provided, however, that Parent shall maintain the Company Benefit Plans listed on Section 6.6(d) of the Company Disclosure Schedule, in each case, for the period set forth on Section 6.6(d) of the Company Disclosure Schedule and in accordance with the terms of each such Company Benefit Plan as in effect immediately prior to the Effective Time).

(e) Nothing in this Agreement shall confer upon any current or former employee, officer, director, individual independent contractor or consultant of Company or any of its Subsidiaries or affiliates any right to employment or service or to continue in the employ or service of the Surviving Corporation, Company, or any Subsidiary or affiliate thereof, or shall interfere with or restrict in any way the rights of the Surviving Corporation, Company, Parent or any Subsidiary or affiliate thereof to discharge or terminate the services of any employee, officer, director or consultant of Company or any of its Subsidiaries or affiliates at any time for any reason whatsoever, with or without cause. Nothing in this Agreement shall be deemed to (i) establish, amend or modify any Company Benefit Plan, New Plan or any other benefit or employment plan, program, agreement or arrangement or (ii) alter or limit the ability of the Surviving Corporation or any of its Subsidiaries or affiliates to amend, modify or terminate any particular Company Benefit Plan, New Plan or any other benefit or employment plan, program, agreement or arrangement after the Effective Time. Without limiting the generality of the final sentence of Section 9.11 and subject, in all respects, to the rights given to holders of Company Equity Awards as set forth in the third sentence of Section 9.11, nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, including any current or former employee, officer, director or consultant of Company or any of its Subsidiaries or affiliates, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.7 Indemnification; Directors’ and Officers’ Insurance.

(a) From and after the Effective Time, Parent shall cause the Surviving Corporation to indemnify and hold harmless and advance expenses as incurred, in each case, to the fullest extent permitted by applicable law, the Company Charter, the Company Bylaws and the governing or organizational documents of any Company Subsidiary, each present and former director, officer or employee of Company or any of its Subsidiaries (in each case, when acting in such capacity) (collectively, the “Company Indemnified Parties”) against any costs or expenses (including reasonable attorneys’ fees), judgments, fines, losses, damages or liabilities incurred in connection with any threatened or actual claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, whether arising before or after the Effective Time, arising out of, or pertaining to, the fact that such person is or was a director, officer or employee

of Company or any of its Subsidiaries or is or was serving at the request of Company or any of its Subsidiaries as a director or officer of another person and pertaining to matters, acts or omissions existing or occurring at or prior to the Effective Time, including matters, acts or omissions occurring in connection with the approval of this Agreement and the transactions contemplated by this Agreement; provided, that in the case of advancement of expenses, any Company Indemnified Party to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately determined that such Company Indemnified Party is not entitled to indemnification. The Surviving Corporation shall reasonably cooperate with the Company Indemnified Parties, and the Company Indemnified Parties shall reasonably cooperate with the Surviving Corporation, in the defense of any such claim, action, suit, proceeding or investigation. Without limiting the indemnification and other rights provided in this clause (a), all rights to indemnification and all limitations on liability existing in favor of the Company Indemnified Parties as provided in any indemnification agreement in existence on the date of this Agreement shall survive the Merger and shall continue in full force and effect to the fullest extent permitted by law, and shall be honored by the Surviving Corporation and its Subsidiaries or their respective successors as if they were the indemnifying party thereunder, without any amendment thereto.

(b) For a period of six (6) years after the Effective Time, the Surviving Corporation shall cause to be maintained in effect the current policies of directors' and officers' liability insurance maintained by Company (provided, that the Surviving Corporation may substitute therefor policies with a substantially comparable insurer of at least the same coverage and amounts containing terms and conditions that are no less advantageous to the Company Indemnified Parties) with respect to claims against the present and former officers and directors of Company or any of its Subsidiaries arising from facts or events which occurred at or before the Effective Time (including the approval of the transactions contemplated by this Agreement); provided, however, that the Surviving Corporation shall not be obligated to expend, on an annual basis, an amount in excess of 300% of the current annual premium paid as of the date hereof by Company for such insurance (the "Premium Cap"), and if such premiums for such insurance would at any time exceed the Premium Cap, then the Surviving Corporation shall cause to be maintained policies of insurance which, in the Surviving Corporation's good faith determination, provide the maximum coverage available at an annual premium equal to the Premium Cap. In lieu of the foregoing, Parent (or Company, in consultation with, but only upon the consent, of Parent) may (and at the request of Parent, Company shall use its reasonable best efforts to) obtain at or prior to the Effective Time a six (6)-year "tail" policy under Company's existing directors' and officers' insurance policy providing equivalent coverage to that described in the preceding sentence if and to the extent that the same may be obtained for an amount that, in the aggregate, does not exceed the Premium Cap.

(c) The obligations of the Surviving Corporation under this Section 6.7 shall not be terminated or modified after the Effective Time in a manner so as to adversely affect any Company Indemnified Party or any other person entitled to the benefit of this Section 6.7 without the prior written consent of the affected Company Indemnified Party or affected person.

(d) The provisions of this Section 6.7 shall survive the Effective Time and are intended to be for the benefit of, and shall be enforceable by, each Company Indemnified Party and his or her heirs and representatives. If the Surviving Corporation, or any of its successors or assigns, consolidates with or merges into any other entity and is not the continuing or surviving entity of such consolidation or merger, transfers all or substantially all its assets or deposits to

any other entity or engages in any similar transaction, then in each case, the Surviving Corporation will cause proper provision to be made so that the successors and assigns of the Surviving Corporation will expressly assume the obligations set forth in this Section 6.7.

Section 6.8 Additional Agreements. In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement (including any merger between a Subsidiary of Parent, on the one hand, and a Subsidiary of Company, on the other hand) or to vest the Surviving Corporation with full title to all properties, assets, rights, approvals, immunities and franchises of any of the parties to the Merger, the Second Step Merger or Bank Merger, the proper officers and directors of each party to this Agreement and their respective Subsidiaries shall take all such necessary action as may be reasonably requested by Parent.

Section 6.9 Advice of Changes. Each of Parent and Company shall promptly advise the other of any effect, fact, change, event, circumstance, condition, occurrence or development (i) that has had or would have, either individually or in the aggregate, a Material Adverse Effect on such first party or (ii) that such first party believes would or would reasonably be expected to cause or constitute a material breach of any of its representations, warranties, obligations, covenants or agreements contained in this Agreement or that reasonably could be expected to give rise, individually or in the aggregate, to the failure of a condition in Article VII; provided, that any failure to give notice in accordance with the foregoing with respect to any breach shall not be deemed to constitute a violation of this Section 6.9, provide a basis for terminating this Agreement or constitute the failure of any condition set forth in Section 7.2 or Section 7.3 to be satisfied, or otherwise constitute a breach of this Agreement by the party failing to give such notice, in each case unless the underlying breach would independently result in a failure of the conditions set forth in Section 7.2 or Section 7.3 to be satisfied; and provided, further, that the delivery of any notice pursuant to this Section 6.9 shall not cure any breach of, or noncompliance with, any other provision of this Agreement or limit the remedies available to the party receiving such notice.

Section 6.10 Shareholder Litigation. Each party shall give the other party prompt notice of any shareholder litigation against such party or its directors or officers relating to the transactions contemplated by this Agreement. Company shall (i) give Parent the opportunity to participate (at Parent's expense) in the defense or settlement of any such litigation, (ii) give Parent a reasonable opportunity to review and comment on all filings or responses to be made by Company in connection with any such litigation, and will in good faith take such comments into account and (iii) not agree to settle any such litigation without Parent's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, that Parent shall not be obligated to consent to any settlement which does not include a full release of Parent and its affiliates or which imposes an injunction or other equitable relief after the Effective Time upon the Surviving Corporation or any of its affiliates.

Section 6.11 Commitments to the Community. Prior to the Closing Date, Company shall establish a new charitable foundation incorporating the name "TD" or "Toronto-Dominion" (with such name to be selected by Parent) (the "New Foundation") under the laws of the State of Delaware, focused on community support in the Memphis, Tennessee metro area and the other markets in which Falcon Bank operates as of the date hereof, subject to the guidelines and requirements set forth in Annex B. The initial bylaws of the New Foundation shall be

consistent with Annex B in a form to be mutually agreed by Company and Parent (each acting reasonably); provided, that any changes to such bylaws shall require the prior approval of Parent. The New Foundation shall provide Parent with reports periodically (but not less than semi-annually) regarding the New Foundation's activities, contributions and grants (including the identity of the recipients thereof). Company hereby commits to contribute to the New Foundation an amount in cash equal to \$40,000,000. Such contribution will be made by the Surviving Corporation on the Closing Date (and immediately following the Merger). Prior to the Closing, Company will not amend, supplement or modify the bylaws or other organizational documents of Company's existing foundations without the prior written consent of Parent. The Surviving Corporation, as the sole member of the existing foundations, will have the right to replace directors or trustees of Company's existing foundations. Except for the New Foundation, prior to the Closing, Company shall not, and shall not permit any of its subsidiaries to, establish any other charitable foundations.

Section 6.12 Operations of Parent Bank. Parent intends to maintain significant business, employment and community engagement in the Memphis, Tennessee metro area following the Closing.

Section 6.13 Acquisition Proposals.

(a) Company shall not, and shall cause its Subsidiaries not to, and shall use its reasonable best efforts to cause its and their officers, directors, employees, agents, advisors and representatives (collectively, "Representatives") not to, directly or indirectly, initiate, solicit, knowingly encourage or knowingly facilitate any inquiries or proposals with respect to any Acquisition Proposal, engage or participate in any negotiations with any person concerning any Acquisition Proposal, provide any confidential or nonpublic information or data to, or have or participate in any discussions with, any person relating to any Acquisition Proposal (except to notify a person that has made or, to the knowledge of such party, is making any inquiries with respect to, or is considering making, an Acquisition Proposal, of the existence of the provisions of this Section 6.13) or unless this Agreement has been terminated in accordance with its terms, approve or enter into any term sheet, letter of intent, commitment, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement or other similar agreement (whether written or oral, binding or nonbinding) (other than an Acceptable Confidentiality Agreement entered into in accordance with this Section 6.13) in connection with or relating to any Acquisition Proposal (any such agreement, an "Alternative Acquisition Agreement"). Notwithstanding the foregoing, in the event that after the date of this Agreement and prior to the receipt of the Requisite Company Vote, Company receives an unsolicited *bona fide* written Acquisition Proposal that did not result from or arise in connection with a breach of this Section 6.13(a), Company may, and may permit its Subsidiaries and its and its Subsidiaries' Representatives to, furnish or cause to be furnished confidential or nonpublic information or data and participate in such negotiations or discussions with the person making the Acquisition Proposal if the Board of Directors of Company concludes in good faith (after receiving the advice of its outside counsel, and with respect to financial matters, its financial advisors) that failure to take such actions would be inconsistent with its fiduciary duties under applicable law; provided, that, prior to furnishing any confidential or nonpublic information permitted to be provided pursuant to this sentence, Company shall have provided such information to Parent and shall have entered into a confidentiality agreement with the person making such Acquisition Proposal on terms no less favorable to Company than the Confidentiality Agreement

("Acceptable Confidentiality Agreement"), which confidentiality agreement shall not provide such person with any exclusive right to negotiate with Company. Company will, and will cause its Representatives to, immediately cease and cause to be terminated any activities, discussions, or negotiations conducted before the date of this Agreement with any person other than Parent with respect to any Acquisition Proposal. Company will promptly (within twenty-four (24) hours) advise Parent following receipt of any Acquisition Proposal or any inquiry which could reasonably be expected to lead to an Acquisition Proposal and the substance thereof (including the material terms and conditions of and the identity of the person making such inquiry or Acquisition Proposal), will provide Parent with an unredacted copy of any such Acquisition Proposal and any draft agreements, proposals or other materials received in connection with any such inquiry or Acquisition Proposal, and will keep Parent apprised of any related developments, discussions and negotiations on a current basis, including any amendments to or revisions of the material terms of such inquiry or Acquisition Proposal. Company shall use its reasonable best efforts to enforce any existing confidentiality or standstill agreements to which it or any of its Subsidiaries is a party in accordance with the terms thereof.

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

(c)As used in this Agreement, "Superior Proposal" means a *bona fide* written Acquisition Proposal that the Board of Directors of Company determines, in good faith, after taking into account all legal, financial, regulatory and other aspects of such proposal (including the amount, form and timing of payment of consideration, the financing thereof, any associated break-up or termination fees, including those provided for in this Agreement, expense reimbursement provisions and all conditions to consummation) and the person making the proposal, and after consulting with its financial advisor (which shall be a nationally recognized investment banking firm) and outside legal counsel, is (i) more favorable from a financial point of view to Company's shareholders than the transactions contemplated by this Agreement (taking into account any proposal by Parent to amend the terms of this Agreement pursuant to Section 6.3(c)) and (ii) reasonably likely to be timely consummated on the terms set forth therein; provided, however, that for purposes of this definition of Superior Proposal, references to "twenty-five percent (25%)" in the definition of Acquisition Proposal shall be deemed to be references to "fifty percent (50%)."

(d) Nothing contained in this Agreement shall prevent Company or its Board of Directors from complying with Rule 14d-9 and Rule 14e-2 under the Exchange Act or Item 1012(a) of Regulation M-A with respect to an Acquisition Proposal or from making any legally required disclosure to Company's shareholders; provided, that such rules will in no way eliminate or modify the effect that any action pursuant to such rules would otherwise have under this Agreement.

Section 6.14 Public Announcements. Company and Parent agree that the initial press release with respect to the execution and delivery of this Agreement shall be a release mutually agreed to by the parties and that, to the extent practicable, subsequent releases shall be mutually agreed. Thereafter, each of the parties agrees that no public release or announcement or statement concerning this Agreement or the transactions contemplated hereby shall be issued by any party without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), except (i) as required by applicable law or the rules or regulations of any applicable Governmental Entity or stock exchange to which the relevant party is subject, in which case the party required to make the release or announcement shall consult with the other party about, and allow the other party reasonable time to comment on, such release or announcement in advance of such issuance or (ii) for such releases, announcements or statements that are consistent with other such releases, announcement or statements made after the date of this Agreement in compliance with this Section 6.14. Parent shall consult in good faith with Company on communications with community groups relating to the transactions contemplated hereby, which communications shall be led by Parent with such assistance from Company as may be reasonably requested.

Section 6.15 Change of Method. Parent shall be empowered, at any time prior to the Effective Time, to change the method or structure of effecting the combination of Company and Parent (including the provisions of Article I), and, if and to the extent requested by Parent, Company shall agree to enter into such amendments to this Agreement as Parent may reasonably request in order to give effect to such restructuring; provided, however, that no such change shall (i) alter or change the Merger Consideration, (ii) reasonably be expected (in the sole discretion of Parent exercised in good faith) to have a non-de minimis adverse tax or other economic consequence to Company or any of its Subsidiaries as compared to the method or structure of effecting such combination as reflected herein, (iii) require a vote by or approval of the holders of Company Common Stock or (iv) materially impede or delay the consummation of the transactions contemplated by this Agreement in a timely manner. The parties agree to reflect any such change in an appropriate amendment to this Agreement executed by both parties in accordance with Section 9.1.

Section 6.16 Takeover Statutes. Neither Company nor its Board of Directors shall take any action that would cause any Takeover Statute to become applicable to this Agreement, the Merger, the Second Step Merger, the Bank Merger or any of the other transactions contemplated hereby, and each shall take all necessary steps to exempt (or ensure the continued exemption of) the Merger, the Second Step Merger, the Bank Merger and the other transactions contemplated hereby from any applicable Takeover Statute now or hereafter in effect. If any Takeover Statute may become, or may purport to be, applicable to the transactions contemplated hereby, each party and the members of their respective board of directors will grant such approvals and take such actions within its control as are necessary so that the transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms

contemplated hereby and otherwise act to eliminate or minimize the effects of any Takeover Statute on any of the transactions contemplated by this Agreement, including, if necessary, challenging the validity or applicability of any such Takeover Statute.

Section 6.17 Treatment of Company Indebtedness. In connection with the Second Step Merger and/or Bank Merger, the due and punctual performance and observance of the covenants to be performed by Company or Company Bank, as applicable, under the indentures set forth on Section 6.17 of the Company Disclosure Schedule shall be assumed, as applicable, by Holdco (in connection with the Second Step Merger or, at Parent's election, in connection with the Bank Merger, if the Bank Merger occurs prior to the Second Step Merger (if any)) or Parent Bank (in connection with the Bank Merger), along with the due and punctual payment of the principal of (and premium, if any) and interest on, the notes governed thereby (or, if permitted pursuant to the terms thereof, at Parent's election, retained by the Surviving Corporation). In connection therewith, prior to the Effective Time, Company, Parent and Holdco shall cooperate and use reasonable best efforts to execute and deliver any supplemental indentures, officer's certificates or other documents, and the parties hereto shall cooperate and use reasonable best efforts to provide any opinion of counsel to the trustee thereof, required to make such assumption effective as of the Second Step Effective Time or effective time of the Bank Merger, as applicable.

Section 6.18 Exemption from Liability Under Section 16(b). Prior to the Effective Time, Parent and Company shall each take such steps as may be necessary or appropriate to cause any disposition of shares of Company Common Stock, shares of Company Preferred Stock or conversion of any derivative securities in respect of such shares of Company Common Stock or Company Preferred Stock in connection with the consummation of the transactions contemplated by this Agreement to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 6.19 Dividend Reinvestment. Company shall take all necessary action to terminate any dividend reinvestment plans and stock purchase plans effective as soon as possible after the date of this Agreement (taking into account any Company dividends that have been declared but not yet paid as of the date hereof). In addition, upon the effective termination of any dividend reinvestment plan, each participant's account will continue to be maintained with Company's transfer agent in accordance with the terms of such plan.

Section 6.20 Advisory Contract Consents. Company shall cause each Company Advisory Subsidiary to use reasonable best efforts to send to each Advisory Client (as defined below) a consent request (which consent request, to the extent permitted under applicable law and the applicable advisory contract, shall be in the form of a negative consent request) to assignment of the applicable contract for investment services provided in its capacity as an Company Advisory Subsidiary to any person (each such person, an "Advisory Client" and such each contract, an "Advisory Contract"), to the extent required by law, which request shall be sent in a reasonably timely manner following the date hereof. Company agrees to cause each to use

reasonable best efforts to obtain the consents of each Advisory Client to any assignment of the applicable Advisory Contract, to take effect upon the Closing.

ARTICLE VII

CONDITIONS PRECEDENT

Section 7.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of the parties to effect the Merger shall be subject to the satisfaction at or prior to the Effective Time of the following conditions:

(a) Shareholder Approval. The Requisite Company Vote shall have been obtained.

(b) Regulatory Approvals. (i) The Requisite Regulatory Approvals shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired or been terminated and (ii) no such Requisite Regulatory Approval shall have resulted in the imposition of any Materially Burdensome Regulatory Condition.

(c) No Injunctions or Restraints; Illegality. No order, injunction or decree issued by any court or Governmental Entity of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Mergers or any of the other transactions contemplated by this Agreement shall be in effect. No law, statute, rule, regulation, order, injunction or decree shall have been enacted, entered, promulgated or enforced by any Governmental Entity which prohibits or makes illegal consummation of the Mergers or any of the other transactions contemplated by this Agreement.

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

(a) Representations and Warranties. The representations and warranties of Company set forth in Section 3.2(a), and Section 3.8(a) (in each case after giving effect to the lead-in to Article III) shall be true and correct (other than, in the case of Section 3.2(a), such failures to be true and correct as are *de minimis*), in each case, as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such earlier date), and the representations and warranties of Company set forth in Section 3.1(a), Section 3.1(b) (but only with respect to Company Bank), Section 3.2(b) (but only with respect to Company Bank) and Section 3.3(a) (in each case, after giving effect to the lead-in to Article III) shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such earlier date). All other representations and warranties of Company set forth in this Agreement (read without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties but, in each case, after giving effect to the lead-in to Article III) shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and

warranties speak as of an earlier date, in which case as of such earlier date); provided, however, that for purposes of this sentence, such representations and warranties shall be deemed to be true and correct unless the failure or failures of such representations and warranties to be so true and correct, either individually or in the aggregate, and without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties, has had or would have a Material Adverse Effect on Company or the Surviving Corporation. Parent shall have received a certificate dated as of the Closing Date and signed on behalf of Company by the Chief Executive Officer or the Chief Financial Officer of Company to the foregoing effect.

(b)Performance of Obligations of Company. Company shall have performed in all material respects the obligations, covenants and agreements required to be performed by it under this Agreement at or prior to the Closing Date, and Parent shall have received a certificate dated as of the Closing Date and signed on behalf of Company by the Chief Executive Officer or the Chief Financial Officer of Company to such effect.

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

(a)Representations and Warranties. The representations and warranties of Parent Parties set forth in Section 4.1 and Section 4.3(a) (in each case, after giving effect to the lead-in to Article IV) shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such earlier date). All other representations and warranties of Parent Parties set forth in this Agreement (read without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties but, in each case, after giving effect to the lead-in to Article IV) shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such earlier date); provided, however, that for purposes of this sentence, such representations and warranties shall be deemed to be true and correct unless the failure or failures of such representations and warranties to be so true and correct, either individually or in the aggregate, and without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties, has had or would have a Material Adverse Effect on Parent. Company shall have received a certificate dated as of the Closing Date and signed on behalf of Parent by the Chief Executive Officer or the Chief Financial Officer of Parent to the foregoing effect.

(b)Performance of Obligations of Parent Parties. Each Parent Party shall have performed in all material respects the obligations, covenants and agreements required to be performed by it under this Agreement at or prior to the Closing Date, and Company shall have received a certificate dated as of the Closing Date and signed on behalf of Parent by the Chief Executive Officer or the Chief Financial Officer of Parent.

ARTICLE VIII

TERMINATION AND AMENDMENT

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

(a) by mutual written consent of Parent and Company;

(b) by either Parent or Company if any Governmental Entity that must grant a Requisite Regulatory Approval has denied approval of the Merger, the Second Step Merger or the Bank Merger and such denial has become final and nonappealable or any Governmental Entity of competent jurisdiction shall have issued a final and nonappealable order, injunction, decree or other legal restraint or prohibition permanently enjoining or otherwise prohibiting or making illegal the consummation of the Merger, the Second Step Merger or the Bank Merger, unless the failure to obtain a Requisite Regulatory Approval shall be due to the failure of the party seeking to terminate this Agreement to perform or observe the obligations, covenants and agreements of such party set forth herein;

(c) by either Parent or Company if the Merger shall not have been consummated on or before the twelve (12) month anniversary of the date of this Agreement (the "Termination Date"), unless the failure of the Closing to occur by such date shall be due to the failure of the party seeking to terminate this Agreement to perform or observe the obligations, covenants and agreements of such party set forth herein; provided, that, at the option of either party (if such party would be permitted to terminate this Agreement pursuant to this Section 8.1(c)), the Termination Date may be extended, by giving written notice to the other party, for one three (3)-month period if the Requisite Regulatory Approvals have not yet been obtained;

(d) by either Parent or Company (provided, that the terminating party is not then in material breach of any representation, warranty, obligation, covenant or other agreement contained herein) if there shall have been a breach of any of the obligations, covenants or agreements or any of the representations or warranties (or any such representation or warranty shall cease to be true) set forth in this Agreement on the part of Company, in the case of a termination by Parent, or Parent, in the case of a termination by Company, which breach or failure to be true, either individually or in the aggregate with all other breaches by such party (or failures of such representations or warranties to be true), would constitute, if occurring or continuing on the Closing Date, the failure of a condition set forth in Section 7.2, in the case of a termination by Parent, or Section 7.3, in the case of a termination by Company, and which is not cured within forty-five (45) days following written notice to Company, in the case of a termination by Parent, or Parent, in the case of a termination by Company, or by its nature or timing cannot be cured during such period (or such fewer days as remain prior to the Termination Date);

(e) by Parent, if (i) Company or the Board of Directors of Company shall have made a Recommendation Change or (ii) Company or the Board of Directors of Company shall have willfully breached its obligations under Section 6.3 or Section 6.12 in any material respect;

(f) by either Company or Parent, if the Requisite Company Vote shall not have been obtained upon a vote thereon taken at the Company Meeting (including any adjournment or postponement thereof); or

(g) prior to the time the Requisite Company Vote is obtained, by Company in order to enter into an Alternative Acquisition Agreement with respect to a Superior Proposal if the Board of Directors of Company authorizes Company to enter into an Alternative Acquisition Agreement in response to a Superior Proposal, to the extent permitted by and in accordance with Section 6.3; provided, that concurrently with such termination, Company pays, or causes to be paid, to Parent, in immediately available funds the Termination Fee pursuant to Section 8.2.

(h)(i) by the Company, if Parent shall not have paid to the Company the Series G Convertible Preferred Stock Payment within five (5) business days of the date the Articles of Amendment (as defined in the Series G Convertible Preferred Stock Purchase Agreement) have become effective, with the filing thereof accepted by the Secretary of State of the State of Tennessee or (ii) by Parent, if the Company has not filed the Articles of Amendment (as defined in the Series G Convertible Preferred Stock Purchase Agreement) with the Secretary of State of the State of Tennessee (and such filing has not become effective) within five (5) business days of the date hereof, in each case pursuant to the Series G Convertible Preferred Stock Purchase Agreement.

The party desiring to terminate this Agreement pursuant to this Section 8.1 (other than clause (a)) shall give written notice of such termination to the other party in accordance with Section 9.5, specifying the provision or provisions hereof pursuant to which such termination is effected.

Section 8.2 Effect of Termination.

(a) In the event of termination of this Agreement by either Parent or Company as provided in Section 8.1, this Agreement shall forthwith become void and have no effect, and none of Parent, Holdco, Company, any of their respective Subsidiaries or any of the officers or directors of any of them shall have any liability of any nature whatsoever hereunder, or in connection with the transactions contemplated hereby, except that (i) Section 6.2(b) (*Confidentiality*), Section 6.14 (*Public Announcements*), this Section 8.2 and Article IX (other than Section 9.12) shall survive any termination of this Agreement and (ii) notwithstanding anything to the contrary contained in this Agreement, neither Parent nor Company shall be relieved or released from any liabilities or damages arising out of its fraud or its willful and material breach of any provision of this Agreement. "Willful and material breach" shall mean a material breach of, or material failure to perform any of the covenants or other agreements contained in, this Agreement that is a consequence of an act or failure to act by the breaching or non-performing party with actual knowledge that such party's act or failure to act would, or would reasonably be expected to, result in or constitute such breach of or such failure of performance under this Agreement.

(b) In the event that after the date of this Agreement and prior to the termination of this Agreement, a *bona fide* Acquisition Proposal shall have been communicated to or otherwise made known to the Board of Directors of Company or senior management of Company or shall have been made directly to the shareholders of Company or any person shall

have publicly announced (and not withdrawn at least two (2) business days prior to the Company Meeting) an Acquisition Proposal, in each case, with respect to Company, and (A)(x) thereafter this Agreement is terminated by either Parent or Company pursuant to Section 8.1(c) without the Requisite Company Vote having been obtained (and all other conditions set forth in Section 7.1 and Section 7.3 were satisfied or were capable of being satisfied prior to such termination) or (y) thereafter this Agreement is terminated by Parent pursuant to Section 8.1(d) as a result of a willful and material breach or (z) thereafter this Agreement is terminated by Company or Parent pursuant to Section 8.1(f) and (B) prior to the date that is twelve (12) months after the date of such termination, Company enters into a definitive agreement or consummates a transaction with respect to an Acquisition Proposal (whether or not the same Acquisition Proposal as that referred to above), then Company shall, on the earlier of the date it enters into such definitive agreement and the date of consummation of such transaction, pay Parent, by wire transfer of same-day funds, a fee equal to \$435,500,000 (the “Termination Fee”); provided, the Termination Fee shall be reduced by an amount equal to the difference between (1) the aggregate proceeds to be received (upon consummation of a Superior Proposal) by Parent with respect to the shares of Company Common Stock resulting from the conversion of the Series G Convertible Preferred Stock held by Parent and (2) \$493,569,450; provided, further that for purposes of this Section 8.2(b), all references in the definition of Acquisition Proposal to “twenty-five percent (25%)” shall instead refer to “fifty percent (50%)”.

(c) In the event that this Agreement is terminated by Parent pursuant to Section 8.1(e), then Company shall pay Parent, by wire transfer of same-day funds, the Termination Fee within two (2) business days of the date of termination.

(d) In the event that this Agreement is terminated by Company pursuant to Section 8.1(g), then Company shall pay Parent, by wire transfer of same-day funds, the Termination Fee concurrently with such termination.

(e) Notwithstanding anything to the contrary in this Agreement, but without limiting the right of any party to recover liabilities or damages arising out of the other party’s fraud or willful and material breach of any provision of this Agreement, in no event shall Company be required to pay the Termination Fee more than once. The payment of the Termination Fee as set forth above shall be consideration for the disposition by Parent of its rights under this Agreement

(f) If this Agreement is terminated (1) by Company or Parent pursuant to Section 8.1(b) in the event of any final nonappealable order, injunction, decree or other legal restraint relating to Company or its affiliates and not a Requisite Regulatory Approval; (2) by Company or Parent pursuant to Section 8.1(f) or (3) by Parent pursuant to Section 8.1(h), then no later than two (2) business days after submission of documentation therefor, Company shall pay Parent an amount equal to \$25,000,000 to reimburse Parent and its affiliates for fees and expenses (including all fees and expenses of counsel, accountants, investment banking firms and other financial advisors, experts and consultants) incurred or accrued in connection with or related to the transactions contemplated by this Agreement. Any expense reimbursement paid by Company shall be credited against (and therefore reduce the amount of) any Termination Fee that is payable by Company in connection with such termination or that subsequently becomes payable.

(g) If this Agreement is terminated (1) by Company or Parent pursuant to Section 8.1(b) in the event of failure to receive a Requisite Regulatory Approval or any final nonappealable order, injunction, decree or other legal restraint that relates to a Requisite Regulatory Approval; (2) by Company or Parent pursuant to Section 8.1(c) at a time when the closing conditions in Section 7.1(b) and/or Section 7.1(c) (to the extent any such order, injunction, decree, law, statute, rule or regulation relates to a Requisite Regulatory Approval) have not been satisfied; provided, that if a breach of this Agreement by Company led to either of such conditions not being satisfied, then Parent shall have no reimbursement obligations under this clause (g); or (3) by Company pursuant to Section 8.1(h), then no later than two (2) business days after submission of documentation therefor, Parent shall pay Company an amount equal to \$25,000,000 to reimburse Company and its affiliates for fees and expenses (including all fees and expenses of counsel, accountants, investment banking firms and other financial advisors, experts and consultants) incurred or accrued in connection with or related to the transactions contemplated by this Agreement.

(h) Each of Parent and Company acknowledges that the agreements contained in this Section 8.2 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, the other party would not enter into this Agreement; accordingly, if Company fails promptly to pay the Termination Fee (or if Company or Parent fail to pay any expense reimbursement) due pursuant to this Section 8.2, and, in order to obtain such payment, the other party commences a suit which results in a judgment for the first party to pay the Termination Fee, expense reimbursement or any portion thereof, as applicable, such first party shall pay the costs and expenses of such other party (including reasonable attorneys' fees and expenses) in connection with such suit. In addition, such first party shall pay interest on such overdue amounts at a rate per annum equal to the "prime rate" published in the Wall Street Journal on the date on which such payment was required to be made for the period commencing as of the date that such overdue amount was originally required to be paid and ending on the date that such overdue amount is actually paid in full. The Termination Fee (and any related amounts payable by Company pursuant to this Section 8.2(h)), except in the case of fraud, shall be the sole remedy of Parent in the event of a termination of this Agreement in accordance with this Article VIII pursuant to which the Termination Fee is payable by Company.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Amendment. Subject to compliance with applicable law, this Agreement may be amended by the parties hereto at any time before or after the receipt of the Requisite Company Vote; provided, however, that after receipt of the Requisite Company Vote, there may not be, without further approval of the shareholders of Company any amendment of this Agreement that requires such further approval under applicable law. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed on behalf of each of the parties hereto.

Section 9.2 Extension; Waiver. At any time prior to the Effective Time, each of the parties hereto may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties of the other parties contained in this Agreement or in any

certificate delivered by such other party pursuant hereto and (c) waive compliance with any of the agreements or satisfaction of any conditions for its benefit contained in this Agreement; provided, however, that after receipt of the Requisite Company Vote, there may not be, without further approval of the shareholders of Company, any extension or waiver of this Agreement or any portion thereof that requires such further approval under applicable law. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 9.3 Nonsurvival of Representations, Warranties and Agreements. None of the representations, warranties, obligations, covenants and agreements in this Agreement (or in any certificate delivered pursuant to this Agreement) shall survive the Effective Time, except for Section 6.7 and for those other obligations, covenants and agreements contained in this Agreement which by their terms apply in whole or in part after the Effective Time.

Section 9.4 Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

Section 9.5 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by e-mail transmission (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Company, to:

First Horizon Corporation
165 Madison Avenue, 23th floor,
Memphis, TN 38103

Attention: D. Bryan Jordan
Tammy LoCascio
Charles Tuggle, Jr.
Email: [redacted]
[redacted]
[redacted]

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

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004

Attention: H. Rodgin Cohen
Mitchell S. Eitel
Stephen M. Salley
Email: [redacted]
[redacted]
[redacted]
and

(b)if to Parent Parties, to:

The Toronto-Dominion Bank
66 Wellington Street West
21st Floor, TD Tower
Toronto, Ontario
Canada M5K 1A2
Attention: Barbara Hooper
Renu Gupta
Email: [redacted]
[redacted]

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

The Toronto-Dominion Bank
66 Wellington Street West
4th Floor, TD Tower
Toronto, Ontario
Canada M5K 1A2
Attention: Norie Campbell
Kashif Zaman
Email: [redacted]
[redacted]
and:

Simpson Thacher and Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: Lee Meyerson
Ravi Purushotham
Email: [redacted]
[redacted]

Section 9.6 Interpretation. The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no

presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. When a reference is made in this Agreement to Articles, Sections, Annexes, or Schedules, such reference shall be to an Article or Section of or Annex or Schedule to this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The word “or” shall not be exclusive. References to “the date hereof” shall mean the date of this Agreement. As used in this Agreement, the “knowledge” of Company means the actual knowledge of any of the officers of Company listed on Section 9.6 of the Company Disclosure Schedule, and the “knowledge” of Parent means the actual knowledge of any of the officers of Parent listed on Section 9.6 of the Parent Disclosure Schedule. As used in this Agreement, (i) the term “person” means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Entity or other entity of any kind or nature, (ii) an “affiliate” of a specified person is any person that directly or indirectly controls, is controlled by, or is under common control with, such specified person, and for these purposes “control” means “control” for purposes of the BHC Act and the regulations and formal written guidance of the Federal Reserve Board and (iii) the term “made available” means any document or other information that was (a) provided by one party or its representatives to the other party and its representatives prior to the date hereof, (b) included in the virtual data room of a party prior to the date hereof or (c) filed or furnished by a party with the SEC and publicly available on EDGAR at least one (1) day prior to the date hereof, (iv) “business day” means any day other than a Saturday, a Sunday or a day on which banks in New York, New York or Toronto, Canada are authorized by law or executive order to be closed, (v) the “transaction contemplated hereby” and “transactions contemplated by this Agreement” shall include the Merger, the Second Step Merger and the Bank Merger and (vi) all references to “dollars” or “\$” are to United States dollars. The Company Disclosure Schedule and the Parent Disclosure Schedule, as well as all other schedules and all exhibits hereto, shall be deemed part of this Agreement and included in any reference to this Agreement. Nothing contained in this Agreement shall require any party or person to take any action in violation of applicable law.

Section 9.7 Counterparts. This Agreement may be executed in counterparts (including by pdf or other electronic means), all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

Section 9.8 Entire Agreement. This Agreement (including the documents and instruments referred to herein) together with the Confidentiality Agreement constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

Section 9.9 Governing Law: Jurisdiction.

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

that matters relating to the fiduciary duty of the Board of Directors of Company shall be subject to the laws of the State of Tennessee).

(b) Each party agrees that it will bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions contemplated hereby exclusively in the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal or state court of competent jurisdiction located in the State of Delaware (the “Chosen Courts”), and, solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party and (iv) agrees that service of process upon such party in any such action or proceeding will be effective if notice is given in accordance with Section 9.5.

Section 9.10 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY LAW AT THE TIME OF INSTITUTION OF THE APPLICABLE LITIGATION, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.10.

Section 9.11 Assignment; Third-Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party. Any purported assignment in contravention hereof shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Except as otherwise specifically provided in Section 1.8, which is intended to benefit each holder of Company Equity Awards and his or her heirs and representatives and except as otherwise specifically provided in Section 6.7, which is intended to benefit each Company Indemnified Party and his or her heirs and representatives, this Agreement (including the documents and instruments referred to herein) is not intended to and does not confer upon any person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth in this Agreement. The representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties. Any

inaccuracies in such representations and warranties are subject to waiver by the parties hereto in accordance herewith without notice or liability to any other person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties hereto of risks associated with particular matters regardless of the knowledge of any of the parties hereto. Consequently, persons other than the parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

Section 9.12 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and, accordingly, that the parties shall be entitled an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof (including the parties' obligation to consummate the Merger), in addition to any other remedy to which they are entitled at law or in equity. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security or a bond as a prerequisite to obtaining equitable relief.

Section 9.13 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction such that the invalid, illegal or unenforceable provision or portion thereof shall be interpreted to be only so broad as is enforceable.

Section 9.14 Confidential Supervisory Information. Notwithstanding any other provision of this Agreement, no disclosure, representation or warranty shall be made (or other action taken) pursuant to this Agreement that would involve the disclosure of confidential supervisory information (including confidential supervisory information as defined in 12 C.F.R. § 261.2(b) and as identified in 12 C.F.R. § 309.5(g)(8)) of a Governmental Entity by any party to this Agreement to the extent prohibited by applicable law. To the extent legally permissible, appropriate substitute disclosures or actions shall be made or taken under circumstances in which the limitations of the preceding sentence apply.

Section 9.15 Delivery by Facsimile or Electronic Transmission. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by means of a facsimile machine or by e-mail delivery of a “.pdf” format data file, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or e-mail delivery of a “.pdf” format data file to deliver a signature to this Agreement or any amendment hereto or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format

data file as a defense to the formation of a contract and each party hereto forever waives any such defense.

Section 9.16 Certain Definitions. As used in this Agreement, the following terms have the meanings set forth below:

“Constituent Documents” means the charter documents, bylaws or similar organizational documents of a corporation and comparable organizational documents of other entities.

“Environmental Laws” means any federal, state or local law, regulation, order, decree, permit, authorization, common law or agency requirement relating to: (a) the protection or restoration of the environment, health and safety as it relates to hazardous substance exposure or natural resource damages, (b) the handling, use, presence, disposal, release or threatened release of, or exposure to, any hazardous substance or (c) noise, odor, wetlands, indoor air, pollution, contamination or any injury to persons or property from exposure to any hazardous substance.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Exchange Ratio” means a fraction, (x) the numerator of which is the Merger Consideration and (y) the denominator of which is the average closing price, rounded to the nearest cent, per Parent Common Share on the New York Stock Exchange for the period of ten consecutive trading days immediately preceding (but not including) the Closing Date.

“FDIC” means the Federal Deposit Insurance Corporation.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System.

“FINRA” means the Financial Industry Regulatory Authority.

“GAAP” means U.S. generally accepted accounting principles.

“Governmental Entity” means any U.S., Canadian or other non-U.S. federal, state or local governmental or regulatory body, court, judicial authority, arbitrator, administrative agency, commission or SRO.

“Intellectual Property” means intellectual property rights in any jurisdiction, whether registered or unregistered, in and to: (i) all trademarks, service marks, brand names, internet domain names, social and mobile media identifiers, logos, symbols, certification marks, trade dress and other indications of source or origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; (ii) inventions, discoveries and ideas, whether patentable or not, in any jurisdiction; patents, applications for patents (including divisionals, continuations, continuations in part and renewal applications), all improvements thereto, and any renewals, extensions or reissues thereof, in any jurisdiction; (iii) nonpublic information, trade secrets and know-how, including processes, technologies, protocols, formulae, prototypes and confidential information and rights

in any jurisdiction to limit the use or disclosure thereof by any person; (iv) writings and other works, whether copyrightable or not and whether in published or unpublished works, in any jurisdiction; and registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; and (v) any similar intellectual property or proprietary rights.

“Intervening Event” means any material event, change, effect, development, condition, circumstance or occurrence arising after the date of this Agreement that (I) improves or would be reasonably likely to improve the business, financial condition or results of operations of Company and its Subsidiaries, taken as a whole, (II) is not known by, nor reasonably foreseeable to, the Board of Directors of Company as of the date of this Agreement and (III) does not relate to any Acquisition Proposal, the end or reduction of the Pandemic or the lifting or expiration of the Pandemic Measures; provided, that, for the avoidance of doubt, none of the following shall be considered or taken into account in determining whether an Intervening Event has occurred: (x) changes in the trading price or trading volume of the Company Common Stock (it being understood that the underlying cause of such change may be taken into account to the extent not otherwise excluded by this definition) or (y) the fact alone that Company meets or exceeds any internal or published forecasts or projections for any period (it being understood that the underlying cause of such over-performance by Company may be taken into account to the extent not otherwise excluded by this definition).

“Liens” means any liens, claims, title defects, mortgages, pledges, charges, encumbrances and security interests whatsoever.

“Material Adverse Effect” means, with respect to Company, Surviving Corporation or Parent, any effect, change, event, circumstance, condition, occurrence or development that, either individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on (i) the business, properties, assets, liabilities, results of operations or financial condition of such party and its Subsidiaries taken as a whole (provided, however, that, with respect to this clause (i), Material Adverse Effect shall not be deemed to include the impact of (A) changes, after the date hereof, in GAAP or applicable regulatory accounting requirements, (B) changes, after the date hereof, in laws, rules or regulations (including the Pandemic Measures) of general applicability to companies in the industries in which such party and its Subsidiaries operate, or interpretations thereof by courts or Governmental Entities, (C) changes, after the date hereof, in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in economic or market (including equity, credit and debt markets, as well as changes in interest rates) conditions affecting the financial services industry generally and not specifically relating to such party or its Subsidiaries (including any such changes arising out of a Pandemic or any Pandemic Measures), (D) changes, after the date hereof, resulting from hurricanes, earthquakes, tornados, naturally-occurring floods or other natural disasters or from any outbreak of any disease or other public health event or public health conditions (including a Pandemic and related Pandemic Measures), (E) public disclosure of the execution of this Agreement, public disclosure or consummation of the transactions contemplated hereby (including any effect on a party’s relationships with its customers or employees) or actions expressly required by this Agreement or that are taken with the prior written consent of the other party in contemplation of the transactions contemplated hereby (it being understood that this clause (E) shall not apply to a breach of any representation or warranty related to the announcement, pendency or consummation of the transactions

contemplated hereby), or (F) a decline in the trading price of a party's stock in and of itself or the failure, in and of itself, to meet earnings projections or internal financial forecasts (it being understood that the underlying causes of such decline or failure may be taken into account in determining whether a Material Adverse Effect has occurred), except to the extent otherwise excepted by this proviso); except, with respect to subclauses (A), (B), (C), or (D) to the extent that the effects of such change are disproportionately adverse to the business, properties, assets, liabilities, results of operations or financial condition of such party and its Subsidiaries, taken as a whole, as compared to other companies in the industry in which such party and its Subsidiaries operate), or (ii) the ability of such party to timely consummate the transactions contemplated hereby.

“OCC” means the Office of the Comptroller of the Currency.

“OSFI” means the Office of the Superintendent of Financial Institutions (Canada).

“Pandemic” means any outbreaks, epidemics or pandemics relating to SARS-CoV-2 or Covid-19, or any evolutions or mutations thereof, or any other viruses (including influenza), and the governmental and other responses thereto.

“Pandemic Measures” means any quarantine, “shelter in place”, “stay at home”, workforce reduction, social distancing, shut down, closure, sequester or other laws, directives, policies, guidelines or recommendations promulgated by any Governmental Entity, including the Centers for Disease Control and Prevention and the World Health Organization, in each case, in connection with or in response to a Pandemic.

“Parent Common Shares” shall mean a common share of Parent.

“Permitted Encumbrances” means (i) statutory Liens securing payments not yet due, (ii) Liens for real property Taxes not yet due and payable, (iii) easements, rights of way, and other similar encumbrances that do not materially affect the value or use of the properties or assets subject thereto or affected thereby or otherwise materially impair business operations at such properties (iv) such imperfections or irregularities of title or Liens as do not materially affect the value or use of the properties or assets subject thereto or affected thereby or otherwise materially impair business operations at such properties and (v) licenses and similar rights granted with respect to Intellectual Property.

“Regulatory Agencies” means (a) any U.S. federal or state regulatory authority, (b) the SEC, (c) the Federal Reserve Board, (d) the FDIC, (e) the OCC, (f) any non-U.S. regulatory authority and (g) any SRO.

“SEC” means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended.

“SRO” means (x) any “self-regulatory organization” as defined in Section 3(a)(26) of the Exchange Act and (y) any other United States or foreign securities exchange, futures exchange, commodities exchange or contract market.

“Stock Plans” means the Company’s First Horizon Corporation 2021 Incentive Plan, First Horizon Corporation Equity Compensation Plan, First Horizon Corporation 2000 Non-Employee Directors’ Deferred Compensation Stock Option Plan, First Horizon Corporation 2002 Bank Director and Advisory Board Member Deferral Plan, First Horizon Corporation 1997 Employee Stock Option Plan, IBERIABANK Corporation 2019 Stock Incentive Plan, IBERIABANK Corporation 2016 Stock Incentive Plan, Amended and Restated IBERIABANK Corporation 2010 Stock Incentive Plan, Capital Bank Financial Corp. 2013 Omnibus Compensation Plan and FNB United Corp. 2012 Incentive Plan, as each can be amended from time to time.

“Subsidiary” when used with respect to any person, means any corporation, partnership, limited liability company, bank or other organization, whether incorporated or unincorporated, which is consolidated with such party for financial reporting purposes.

“Tax” or “Taxes” means (i) all federal, state, local, and foreign income, excise, gross receipts, ad valorem, profits, gains, property, capital, sales, transfer, use, license, payroll, employment, social security, severance, unemployment, withholding, duties, excise, windfall profits, intangibles, franchise, backup withholding, value added, alternative or add-on minimum, estimated and other taxes, charges, levies or like assessments or any charge of any kind in the nature of (or similar to) taxes whatsoever together with all penalties and additions to tax and interest thereon and (ii) any liability for the payment of any amounts of the type described in clause (i) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, as a result of any tax sharing or tax allocation agreement, arrangement or understanding, or as a result of being liable for another person’s taxes as a transferee or successor, by contract or otherwise.

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof, supplied or required to be supplied to a Governmental Entity.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

FIRST HORIZON CORPORATION

By: /s/ D. Bryan Jordan
Name: D. Bryan Jordan
Title: President and Chief Executive Officer

THE TORONTO-DOMINION BANK

By: /s/ Barbara Hooper
Name: Barbara Hooper
Title: Senior Executive Vice President -
Treasury, Corporate Development,
Strategic Sourcing & Real Estate

TD BANK US HOLDING COMPANY

By: /s/ Leo Salom
Name: Leo Salom
Title: President and CEO

FALCON HOLDINGS ACQUISITION CO.

By: /s/ Barbara Hooper
Name: Barbara Hooper
Title: Secretary

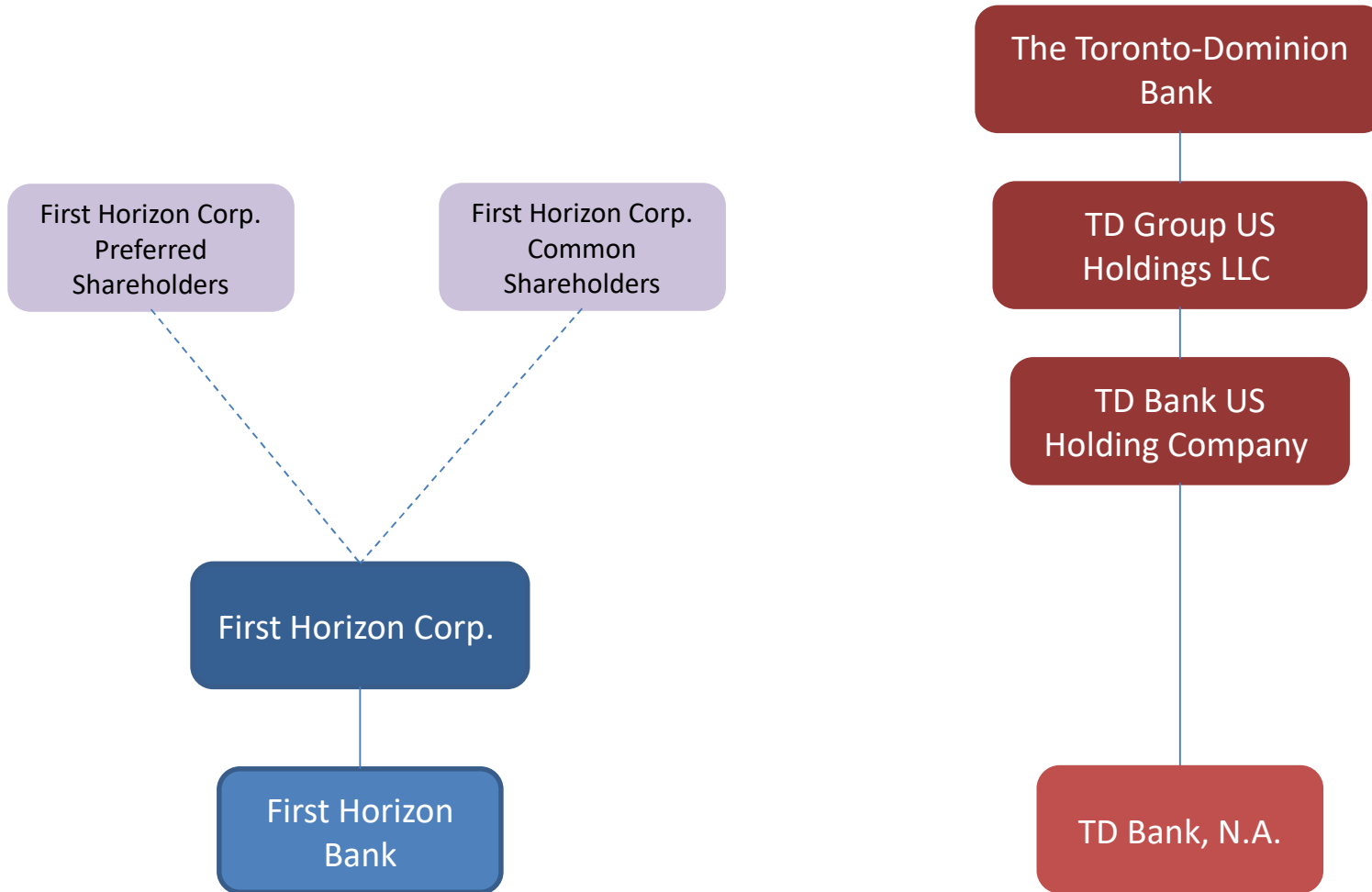
[Signature Page to Agreement and Plan of Merger]

PUBLIC EXHIBIT 2

SIMPLIFIED ORGANIZATION CHARTS: CURRENT AND PRO FORMA

Pre-Transaction

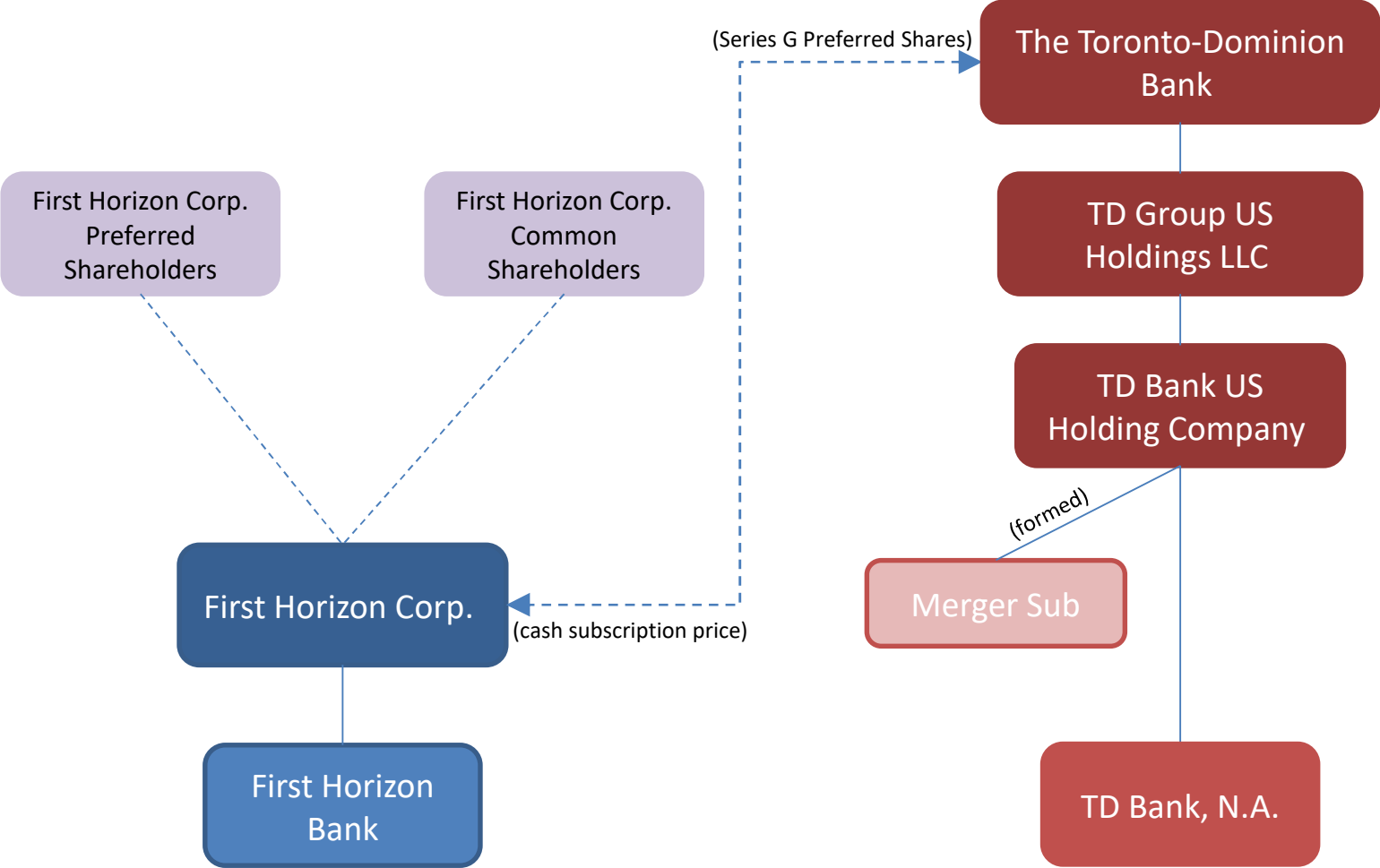
Simplified Structure Chart
(Current—Before Proposed Transaction)



The Securities Purchase

At Time of Parent Merger Agreement

Simplified Structure Chart
(Proposed Transaction—the Securities Purchase)

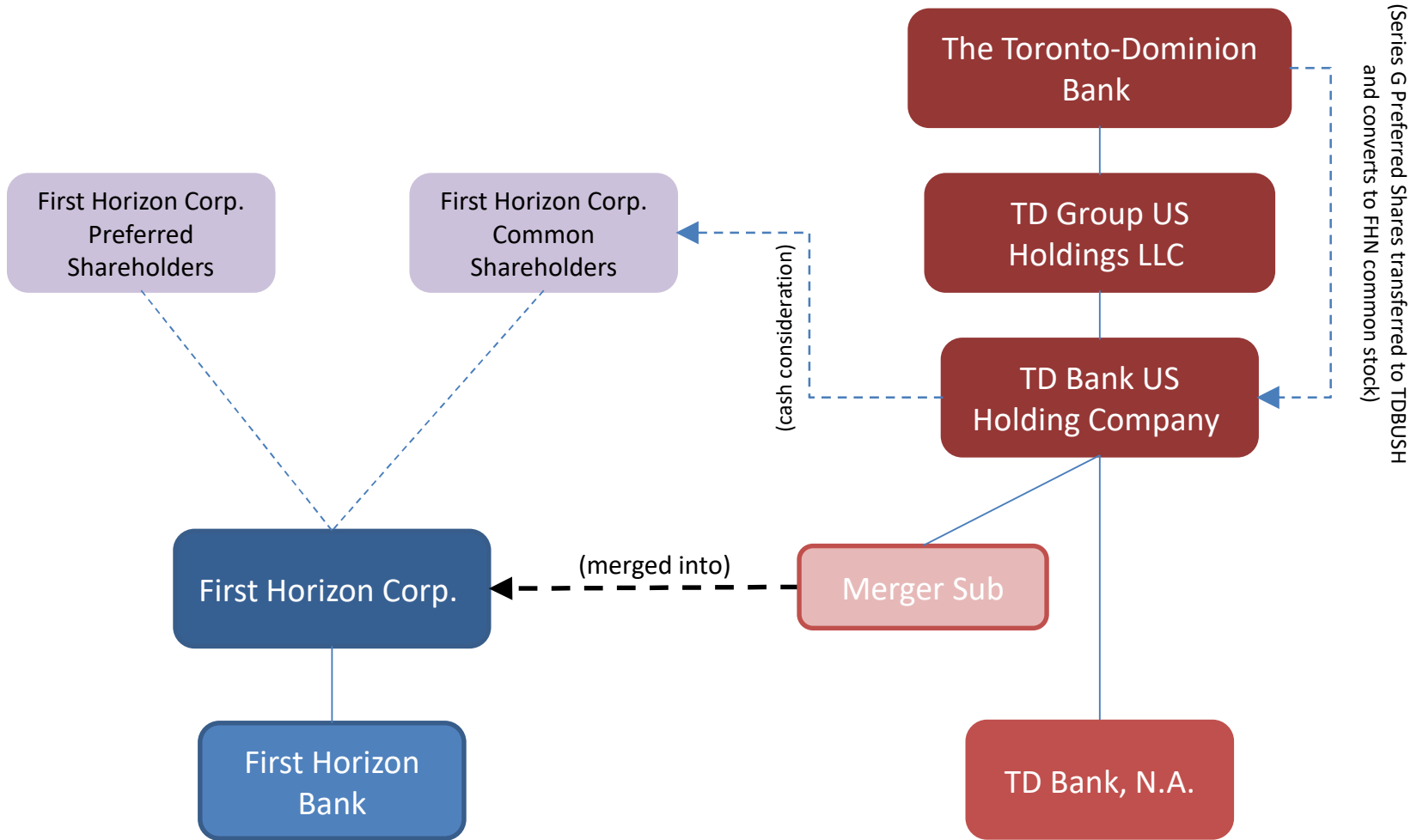


The Parent Merger

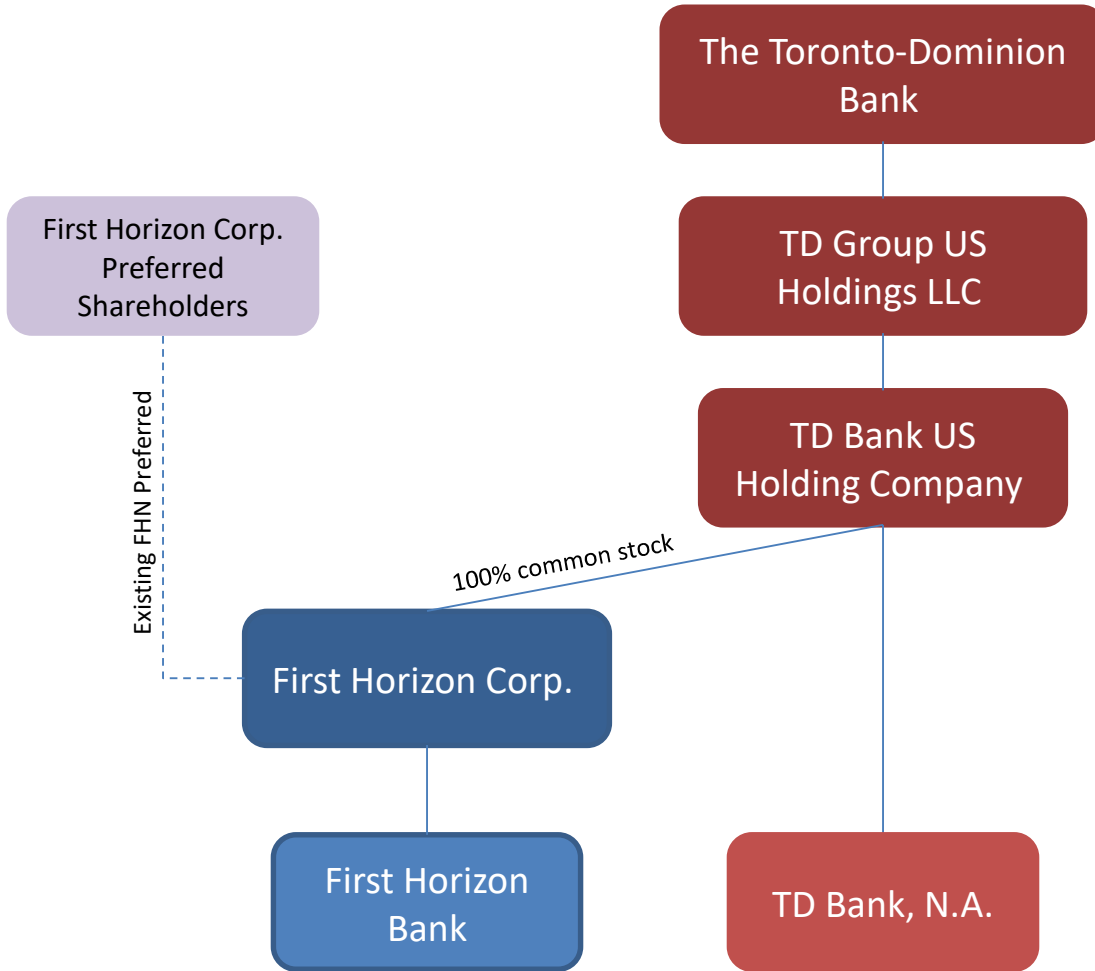
At Parent Merger Effective Time

Simplified Structure Chart

(Proposed Transaction—the Parent Merger)



Simplified Structure Chart
(Proposed Transaction—Post-Parent Merger)



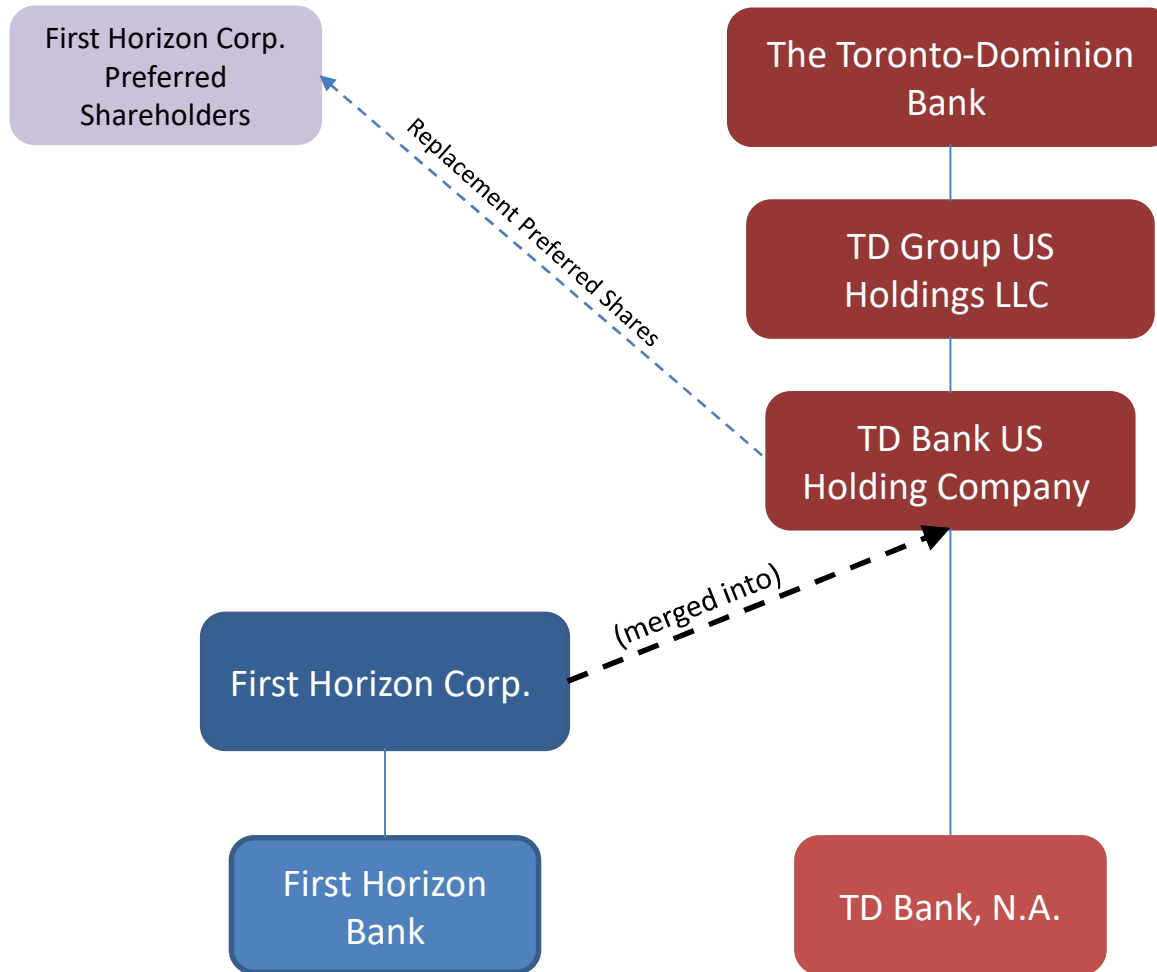
The Bank Merger

Assuming Bank Merger Occurs

Following Second Step Merger (if applicable)

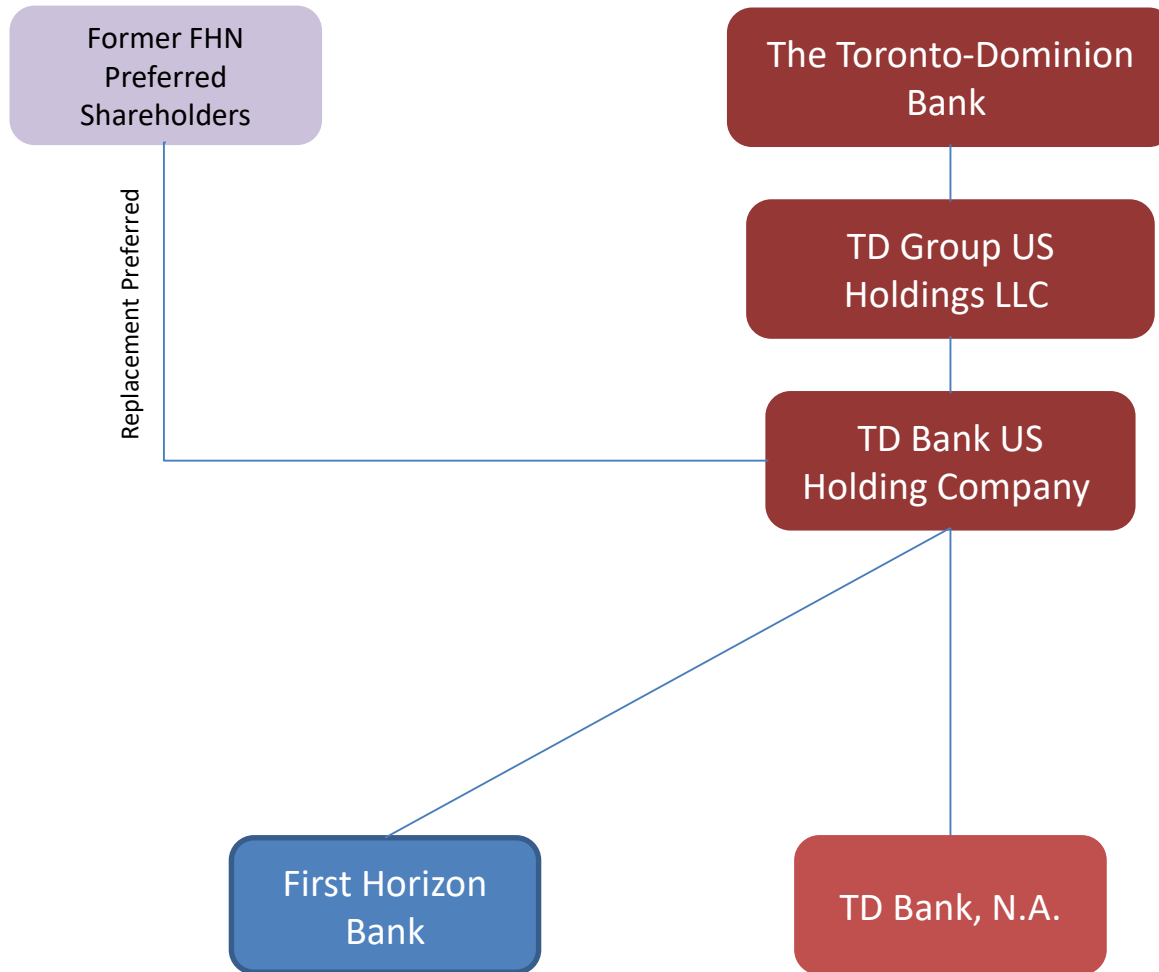
Simplified Structure Chart

(Proposed Transaction—the Second Step Merger, prior to Bank Merger)



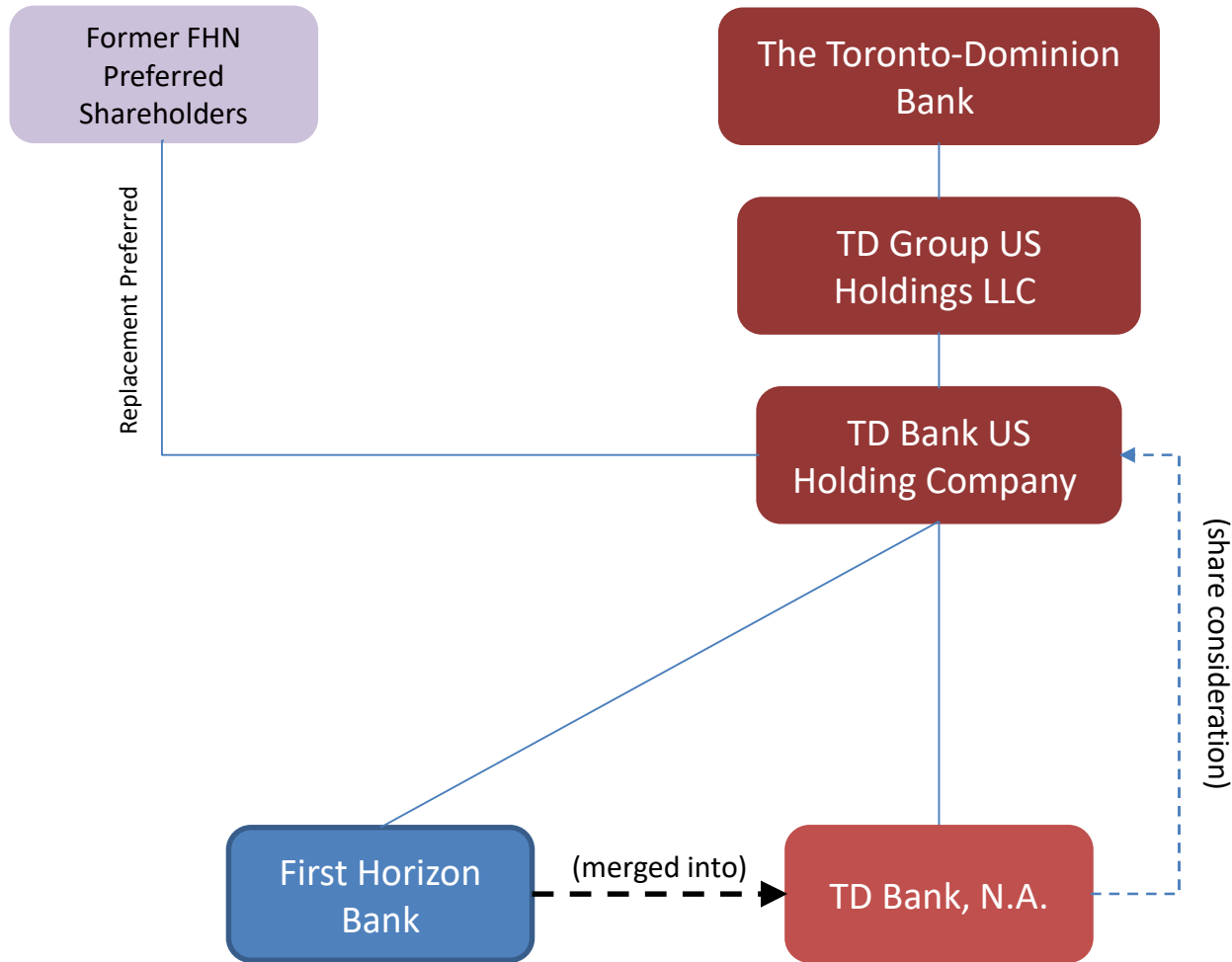
Note: The Second Step Merger may or may not occur, at TD's election.

Simplified Structure Chart
(Proposed Transaction—Post-Second Step Merger, prior to Bank Merger)



Note: The Second Step Merger may or may not occur, at TD's election.

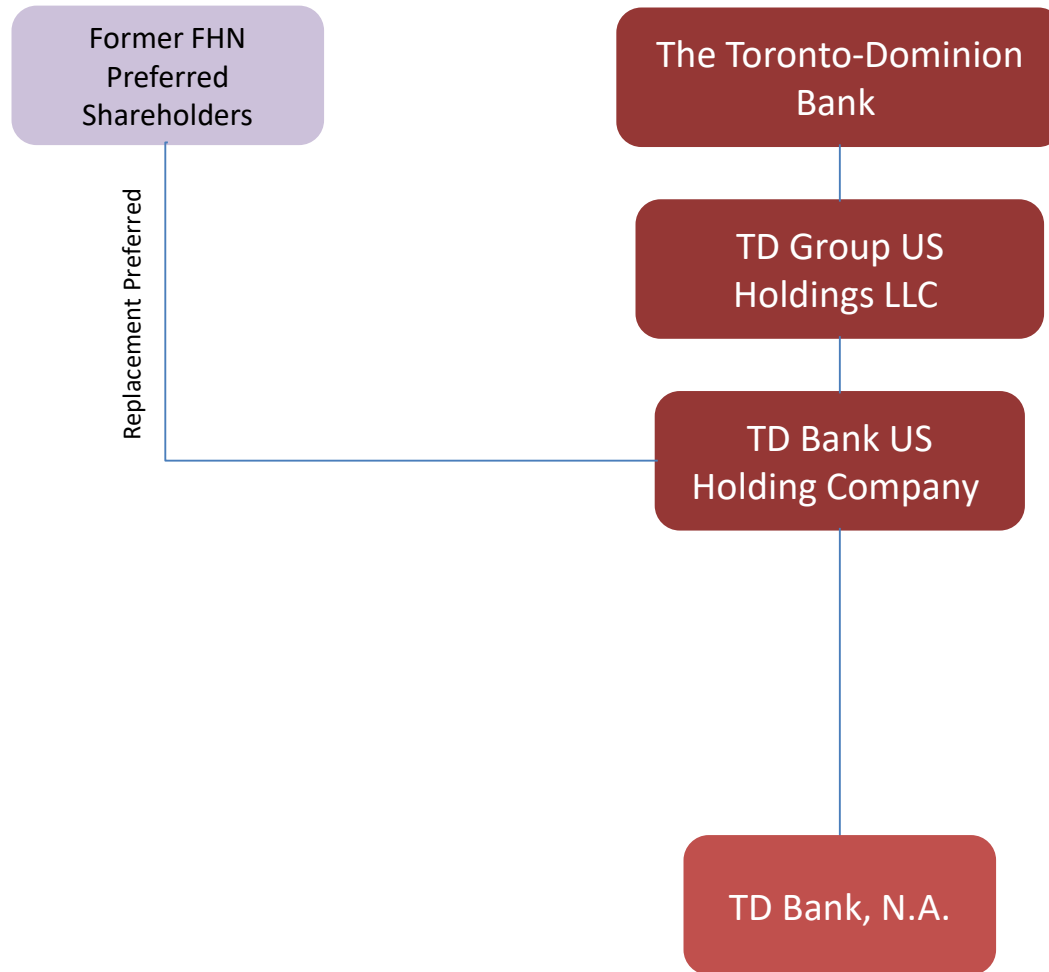
Simplified Structure Chart
(Proposed Transaction—the Bank Merger, after *Second Step Merger*)



Note: The Second Step Merger may or may not occur, at TD's election.

Simplified Structure Chart

(Proposed Transaction—Post-Bank Merger, after *Second Step Merger*)



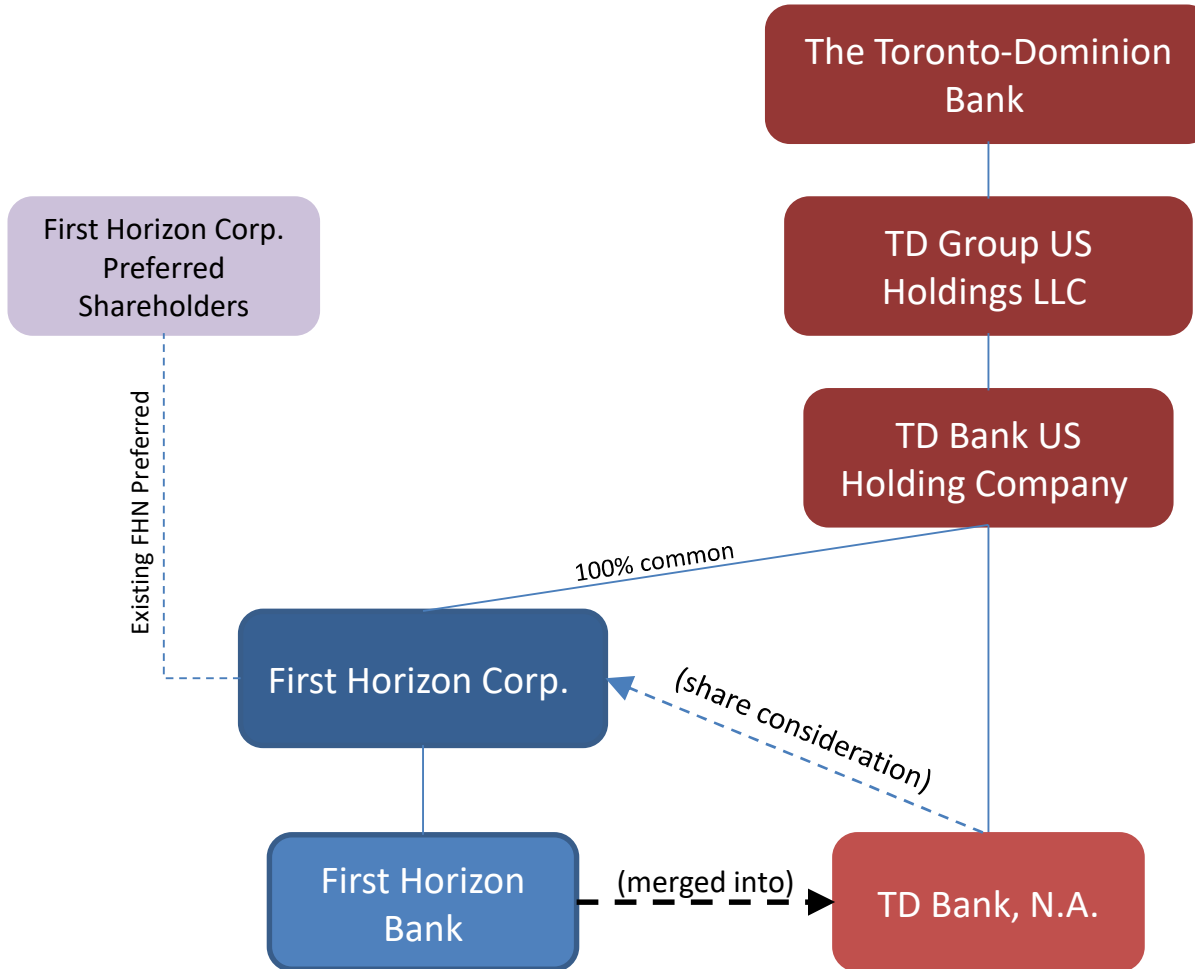
Note: The Second Step Merger may or may not occur, at TD's election.

The Bank Merger

**Assuming Bank Merger Occurs
Prior to Second Step Merger (if applicable)**

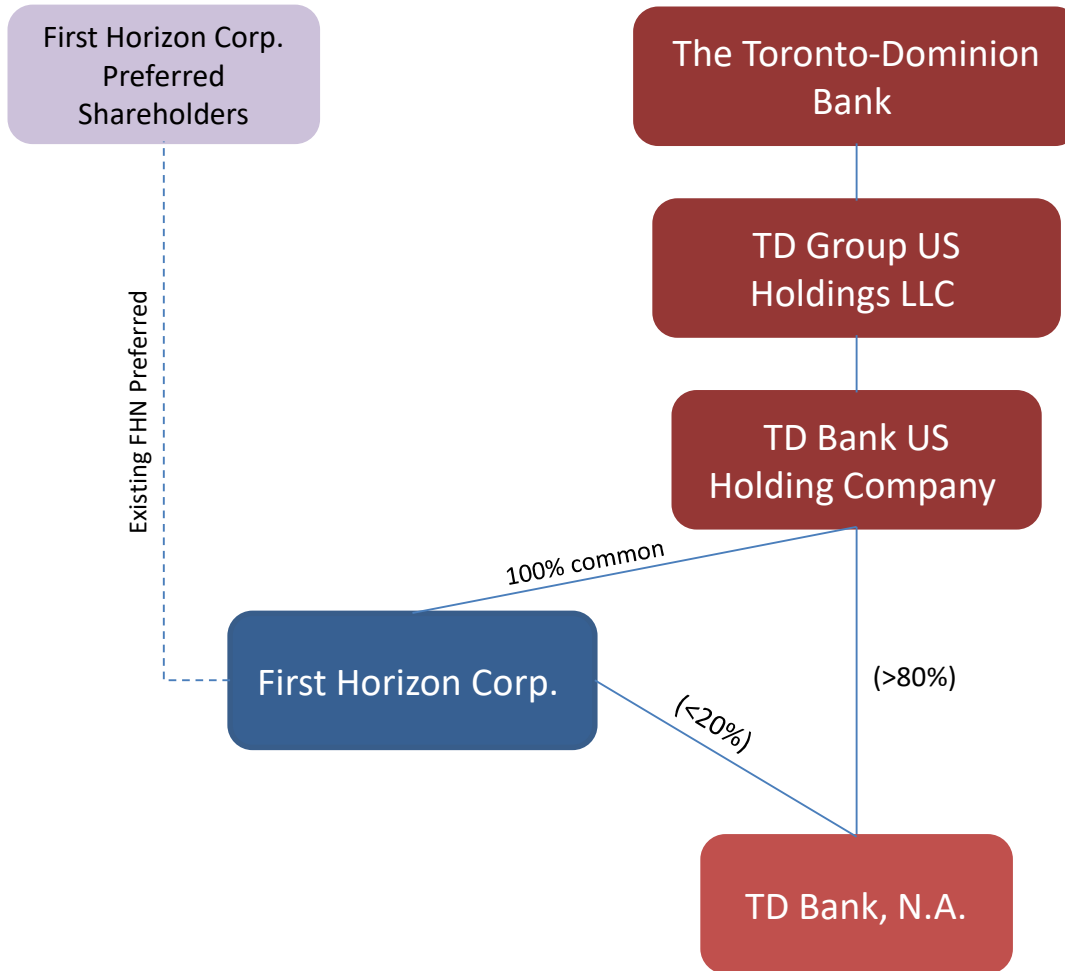
Simplified Structure Chart

(Proposed Transaction—the Bank Merger, prior to *Second Step Merger*)



Simplified Structure Chart

(Proposed Transaction—Post-Bank Merger, prior to *Second Step Merger*)



PUBLIC EXHIBIT 3

LIST OF TDBNA'S BRANCHES

TD BANK, N.A. BRANCHES
(As of March 5, 2022)

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Innis Avenue Branch	703 Main St		Poughkeepsie	NY	12601	12601-3700	Dutchess County	2006	13333AA	Moderate
Staffed Branch (1)	1	South Hills Branch	1850 South Rd		Wappingers Falls	NY	12590	12590-1359	Dutchess County	2006	133337A	Middle
Staffed Branch (1)	1	Post Office Square Branch	185 Franklin St		Boston	MA	02110	02110-1511	Suffolk County	1200	129336A	Upper
Staffed Branch (1)	1	Lexington Branch	1840 Massachusetts Ave		Lexington	MA	02420	02420-5351	Middlesex County	1196	129338A	Upper
Staffed Branch (1)	1	Bedford Branch	175 Great Rd		Bedford	MA	01730	01730-2730	Middlesex County	1196	129333A	Upper
Staffed Branch (1)	1	Billerica Branch	445 Boston Rd		Billerica	MA	01821	01821-2909	Middlesex County	1196	129335A	Middle
Staffed Branch (1)	1	Adelington Branch	880 Massachusetts Ave		Adelington	MA	02476	02476-4730	Middlesex County	1196	129332A	Upper
Staffed Branch (1)	1	Peabody Branch	31 Cross St		Peabody	MA	01960	01960-1608	Essex County	1192	129341A	Moderate
Staffed Branch (1)	1	Palatka West Branch	101 Highway 19 North		Palatka	FL	32177	32177	Putnam County	383	148239A	Low
Staffed Branch (1)	1	Pembroke Lakes Store	11825 Pines Blvd		Pembroke Pines	FL	33026	33026-4121	Broward County	334	148723A	Middle
Staffed Branch (1)	1	Coral Gables/Alhambra Branch	256 Alhambra Cir		Coral Gables	FL	33134	33134-7411	Miami-Dade County	341	148682A	Upper
Staffed Branch (1)	1	Milford, Nh Branch	57 South St		Milford	NH	03055	03055-3736	Hillsborough County	1917	117508A	Moderate
Staffed Branch (1)	1	Amherst Branch	40 Rt 101A		Amherst	NH	03031	03031-2213	Hillsborough County	1917	117467A	Upper
Staffed Branch (1)	1	Wilton-Lyndeborough Branch	905 Elm St		Wilton	NH	03086	03086	Hillsborough County	1917	117538A	Middle
Staffed Branch (1)	1	Anderson North Branch	2918 N Main St		Anderson	SC	29621	29621-2759	Anderson County	2409	148773A	Upper
Staffed Branch (1)	1	Anderson South Branch	2808 S Main St		Anderson	SC	29624	29624-3726	Anderson County	2409	148772A	Low
Staffed Branch (1)	1	Travelers Rest Branch	6514B State Park Rd		Travelers Rest	SC	29690	29690-1694	Greenville County	2428	148846A	Middle
Staffed Branch (1)	1	Summerville Branch	1630 Old Trolley Rd		Summerville	SC	29485	29485-6207	Dorchester County	2428	148842A	Middle
Staffed Branch (1)	1	Woodland Park State Branch	1235 Midside Ave		Woodland Park	NJ	07424	07424-2540	Passaic County	1937	133466A	Upper
Staffed Branch (1)	1	Queensbury Branch	54 Quaker Rd		Queensbury	NY	12804	12804-1711	Warren County	2049	007401A	Middle
Staffed Branch (1)	1	South Glens Falls Branch	99 Main St		South Glens Falls	NY	12803	12803-4805	Saratoga County	2049	002228A	Moderate
Staffed Branch (1)	1	Kingsbury Branch	14 Main St		Hudson Falls	NY	12839	12839-1919	Washington County	2050	012854A	Moderate
Staffed Branch (1)	1	Greenwich, Ny Branch	146 Main St		Greenwich	NY	12834	12834-1215	Washington County	2050	016262A	Middle
Staffed Branch (1)	1	Warrensburg Branch	3852 Main St		Warrensburg	NY	12885	12885-1431	Warren County	2049	018691A	Middle
Staffed Branch (1)	1	Dolson Avenue Branch	156 Dolson Ave # A-B		Middletown	NY	10940	10940-6568	Orange County	2028	133320A	Moderate
Staffed Branch (1)	1	Broadway Newburgh Branch	800 Broadway		Newburgh	NY	12550	12550-6512	Orange County	2028	133328A	Moderate
Staffed Branch (1)	1	Chester,ny Branch	78 Brookside Ave		Chester	NY	10818	10818-1059	Orange County	2028	133313A	Middle
Staffed Branch (1)	1	Springfield, Pa Branch	969 Baltimore Pike		Springfield	PA	19064	19064-3964	Delaware County	2278	075468A	Upper
Staffed Branch (1)	1	Haverford Branch	401 Lancaster Ave		Haverford	PA	19041	19041-1514	Montgomery County	2301	089758A	Upper
Staffed Branch (1)	1	Chelsea Branch	457 Broadway		Chelsea	MA	02150	02150-2902	Suffolk County	1200	129337A	Moderate
Staffed Branch (1)	1	Revere Branch	411 Broadway		Revere	MA	02151	02151-3630	Suffolk County	1200	129342A	Moderate
Staffed Branch (1)	1	Summer Street Branch	367 Summer St		Worcester	MA	01420	01420-5854	Worcester County	1201	117364A	Moderate
Staffed Branch (1)	1	Gardner Branch	90 Pearson Blvd		Gardner	MA	01440	01440-3322	Worcester County	1201	117378A	Moderate
Staffed Branch (1)	1	Westborough Branch	800 Union St		Westborough	MA	01581	01581-5405	Worcester County	1201	117397A	Upper
Staffed Branch (1)	1	Orleans-Main Street Branch	40 Main St		Orleans	MA	02653	02653-2441	Barnstable County	1188	116216A	Middle
Staffed Branch (1)	1	Provincetown-Shank Painter Branch	103 Shank Painter Rd		Provincetown	MA	02657	02657-1373	Barnstable County	1188	116221A	Moderate
Staffed Branch (1)	1	Pocasset Branch	2 Barlows Landing Rd Rt 28		Pocasset	MA	02559	02559	Barnstable County	1188	116220A	Middle
Staffed Branch (1)	1	Andover-Main St Branch	27 Main St #61		Andover	MA	01810	01810-4067	Essex County	1192	121123A	Upper
Staffed Branch (1)	1	Methuen-Broadway Branch	547 Broadway		Methuen	MA	01844	01844-2051	Essex County	1192	121096A	Moderate
Staffed Branch (1)	1	North Andover-Main St Branch	108 Main St		North Andover	MA	01845	01845-2420	Essex County	1192	121098A	Moderate
Staffed Branch (1)	1	Pleasant Valley Branch	91 Pleasant Valley St		Methuen	MA	01844	01844-7202	Essex County	1192	121097A	Middle
Staffed Branch (1)	1	Tewksbury Center Branch	995 Main St		Tewksbury	MA	01876	01876-1943	Middlesex County	1196	121103A	Middle
Staffed Branch (1)	1	Tewksbury Branch	2345 Main St		Tewksbury	MA	01876	01876-3125	Middlesex County	1196	121099A	Middle
Staffed Branch (1)	1	Springfield Main Branch	1441 Main St		Springfield	MA	01103	01103-1406	Hampden County	1194	117435A	Low
Staffed Branch (1)	1	Agawam Branch	40 Springfield St		Agawam	MA	01001	01001-1522	Hampden County	1194	117421A	Middle
Staffed Branch (1)	1	Longmeadow Branch	847 Williams St		Longmeadow	MA	01106	01106-2066	Hampden County	1194	117425A	Upper
Staffed Branch (1)	1	Forest Park Branch	561 Sumner Ave		Springfield	MA	01108	01108-2436	Hampden County	1194	117412A	Moderate
Staffed Branch (1)	1	State Street, Ma Branch	958 State St		Springfield	MA	01109	01109-3145	Hampden County	1194	117430A	Low
Staffed Branch (1)	1	East Springfield Branch	1360 Carew St		Springfield	MA	01104	01104-2068	Hampden County	1194	117409A	Moderate
Staffed Branch (1)	1	Chicopee Branch	693 Memorial Dr		Chicopee	MA	01020	01020-5018	Hampden County	1194	117418A	Moderate
Staffed Branch (1)	1	East Longmeadow Branch	465 N Main St		East Longmeadow	MA	01028	01028-1804	Hampden County	1194	117419A	Upper
Staffed Branch (1)	1	Cooly & Allen Branch	441 Cooley St		Springfield	MA	01128	01128-1113	Hampden County	1194	117408A	Moderate
Staffed Branch (1)	1	Boston-Bay Branch	412 Boston Rd		Springfield	MA	01109	01109-1228	Hampden County	1194	117424A	Moderate
Staffed Branch (1)	1	Willimansett Branch	153 Meadow St		Chicopee	MA	01013	01013-2232	Hampden County	1194	117432A	Moderate
Staffed Branch (1)	1	Westfield-Main Branch	60 Main St		Westfield	MA	01085	01085-3111	Hampden County	1194	117431A	Moderate
Staffed Branch (1)	1	Holyoke Branch	50 Holyoke St		Holyoke	MA	01040	01040-2709	Hampden County	1194	117433A	Low
Staffed Branch (1)	1	Northampton Branch	175 Main St		Northampton	MA	01080	01080-3146	Hampden County	1196	117438A	Upper
Staffed Branch (1)	1	Riverdale Branch	969 Riverside St		West Springfield	MA	01109	01109-4513	Hampden County	1194	117429A	Upper
Staffed Branch (1)	1	West Peabody Branch	635 Lowell St		Peabody	MA	01960	01960-2320	Essex County	1192	124054A	Middle
Staffed Branch (1)	1	South Peabody Branch	79 Lynnfield St		Peabody	MA	01960	01960-5201	Essex County	1192	124053A	Middle
Staffed Branch (1)	1	Cabot Street Branch	175 Cabot St		Beverly	MA	01915	01915-5821	Essex County	1192	124056A	Middle
Staffed Branch (1)	1	North Beverly Branch	55 Dodge St		Beverly	MA	01915	01915-1705	Essex County	1192	124057A	Middle
Staffed Branch (1)	1	Gloucester-Harbor Loop Branch	2 Harbor Loop		Gloucester	MA	01930	01930-5004	Essex County	1192	121122A	Low
Staffed Branch (1)	1	Foxborough Branch	54 Central St		Foxborough	MA	02035	02035-2432	Norfolk County	1198	127132A	Upper
Staffed Branch (1)	1	Wrentham Branch	127 S St		Wrentham	MA	02093	02093-1526	Norfolk County	1198	127131A	Upper
Staffed Branch (1)	1	Walpole Branch	950 East St		Walpole	MA	02081	02081-2842	Norfolk County	1198	127130A	Upper
Staffed Branch (1)	1	Edgell Road Store Branch	900 Edgell Rd # 904		Frammingham	MA	01701	01701-3101	Middlesex County	1196	121343A	Middle
Staffed Branch (1)	1	Route 9 Branch	25 Prospect St		Frammingham	MA	01701	01701-6900	Middlesex County	1196	121344A	Moderate
Staffed Branch (1)	1	Franklin Street, Ma Branch	428 Franklin St		Frammingham	MA	01702	01702-6216	Middlesex County	1196	121345A	Moderate
Staffed Branch (1)	1	Milford, Ma Branch	198 E Main St		Milford	MA	01757	01757-2822	Worcester County	1201	121499A	Upper
Staffed Branch (1)	1	Haverhill Main Branch	153 Merrimack St		Haverhill	MA	01830	01830-6107	Worcester County	1201	118235A	Low
Staffed Branch (1)	1	Topfield Branch	16 Main St		Topfield	MA	01983	01983-1831	Essex County	1192	117401A	Upper
Staffed Branch (1)	1	Groveland Branch	280 Main St		Groveland	MA	01834	01834-1233	Essex County	1192	117391A	Middle
Staffed Branch (1)	1	Georgetown, Ma Branch	62 Central St		Georgetown	MA	01833	01833-2407	Essex County	1192	117399A	Middle
Staffed Branch (1)	1	Central Street Branch	45 Central St		Lowell	MA	01852	01852-1906	Middlesex County	1196	117413A	Low
Staffed Branch (1)	1	Highlands Branch	350 Westford St		Lowell	MA	01851	01851-2528	Middlesex County	1196	117415A	Moderate
Staffed Branch (1)	1	Drum Hill Branch	41 Drum Hill Rd		Chelmsford	MA	01824	01824-1503	Middlesex County	1196	117403A	Middle
Staffed Branch (1)	1	Pawtucketville Branch	32 Mammoth Rd		Lowell	MA	01854	01854-2607	Middlesex County	1196	117414A	Moderate
Staffed Branch (1)	1	Ipswich Branch	23 Market St		Ipswich	MA	01938	01938-2212	Essex County	1192	123043A	Middle
Staffed Branch (1)	1	Rowley Branch	174 Newburyport Turnpike		Rowley	MA	01969	01969-2014	Essex County	1192	123044A	Middle
Staffed Branch (1)	1	Albion Branch	2156 Main St		Albion	MA	01331	01331-3501	Worcester County	1201	117384A	Middle
Staffed Branch (1)	1	Georgetown, Ct Branch	80 Reading Rd		Reading	CT	06896	06896-3211	Fairfield County	317	133290A	Upper
Staffed Branch (1)	1	Wallingford-Downtown Branch	2 N Main St		Wallingford	CT	06492	06492-3710	New Haven County	321	133301A	Middle
Staffed Branch (1)	1	Highland-Cheshire Branch	595 Highland Ave		Cheshire	CT	06410	06410-2205	New Haven County	321	133275A	Upper
Staffed Branch (1)	1	Meriden-East Main St Branch	733 E Main St		Meriden	CT	06450	06450-6005	New Haven County	321	133286A	Middle
Staffed Branch (1)	1	Southington-Main St Branch	121 Main St		Southington	CT	06489	06489-2505	Hartford County	318	123514A	Middle
Staffed Branch (1)	1	Southington-Queen St Branch	900 Queen St		Southington	CT	06489	06489-2161	Hartford County	318	123515A	Middle
Staffed Branch (1)	1	Plantsville-South End Branch	921 Meriden Waterbury Tpke		Plantsville	CT	06479	06479-2009	Hartford County	318	124281A	Middle
Staffed Branch (1)	1	New Britain-West Main Branch	655 W Main St		New Britain	CT	06053	06053-3967	Hartford County	318	124293A	Low
Staffed Branch (1)	1	Newington, Ct Branch	1133 Main St		Newington	CT	06111	06111-2917	Hartford County	318	124280A	Middle
Staffed Branch (1)	1	Wethersfield Branch	25 Wells Rd		Wethersfield	CT	06109	06109-3041	Hartford County	318	124294A	Upper
Staffed Branch (1)	1	Plainville										

TD BANK, N.A. BRANCHES
(As of March 5, 2022)

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Simsbury Branch	714 Hopmeadow St		Simsbury	CT	06070	06070-2234	Hartford County	318	124286A	Upper
Staffed Branch (1)	1	Hamden Central Branch	2992 Dixwell Ave		Hamden	CT	06518	06518-3502	New Haven County	321	133283A	Upper
Staffed Branch (1)	1	Glastonbury-Main Street Branch	2461 Main St		Glastonbury	CT	06033	06033-2024	Hartford County	318	117841A	Middle
Staffed Branch (1)	1	Robinwood Branch	1254 W Main St		Waterbury	CT	06708	06708-3107	New Haven County	321	124291A	Middle
Staffed Branch (1)	1	Wilcott Branch	826 Wilcott Rd		Wilcott	CT	06716	06716-1919	New Haven County	321	124297A	Middle
Staffed Branch (1)	1	Watertown Branch	1247 Main St		Watertown	CT	06795	06795-3107	Litchfield County	319	124291A	Middle
Staffed Branch (1)	1	Waterbury Plaza Branch	835 Waterbury St		Waterbury	CT	06705	06705-3315	New Haven County	321	124279A	Low
Staffed Branch (1)	1	Bristol, Ct Branch	414 Broad St		Bristol	CT	06010	06010-6636	Hartford County	318	133274A	Middle
Staffed Branch (1)	1	Tampa Central Branch	2307 W Kennedy Blvd		Tampa	FL	33609	33609-3301	Hillsborough County	357	148732A	Moderate
Staffed Branch (1)	1	Hilldale Branch	5201 N Lois Ave		Tampa	FL	33614	33614-6550	Hillsborough County	357	148732A	Low
Staffed Branch (1)	1	Lakeside Branch	475 SE Port Saint Lucie Blvd		Port Saint Lucie	FL	34984	34984-5173	St. Lucie County	385	084554A	Middle
Staffed Branch (1)	1	Vero Beach Rt. 60 Branch	4100 20th St		Vero Beach	FL	32960	32960-2415	Indian River County	359	08562A	Moderate
Staffed Branch (1)	1	Babcock Street Branch	4625 Babcock St NE		Palm Bay	FL	32905	32905-2822	Brevard County	333	08895A	Moderate
Staffed Branch (1)	1	Malabar Road Branch	1159 Malabar Branch		Palm Bay	FL	32907	32907-3257	Brevard County	333	08894A	Middle
Staffed Branch (1)	1	Tierra Verde Branch	1275 Pinellas Bayway		Tierra Verde	FL	33715	33715-2100	Pinellas County	381	148736A	Upper
Staffed Branch (1)	1	Ellsworth Branch	217 High St		Ellsworth	ME	04605	04605-1715	Hancock County	1230	118122A	Middle
Staffed Branch (1)	1	Newport Branch	76 Main St		Newport	ME	04953	04953-3011	Penobscot County	1235	118141A	Middle
Staffed Branch (1)	1	Bangor-Union St. Branch	1067 Union St		Bangor	ME	04401	04401-3611	Penobscot County	1235	118111A	Moderate
Staffed Branch (1)	1	Bangor-Exchange St. Branch	77 Exchange St		Bangor	ME	04401	04401-6812	Penobscot County	1235	118199A	Moderate
Staffed Branch (1)	1	Fairfield, Me Branch	112 Main St		Fairfield	ME	04937	04937-1527	Somerset County	1238	118123A	Middle
Staffed Branch (1)	1	Rockland Branch	34 School St		Rockland	ME	04841	04841-2841	Knox County	1232	118153A	Middle
Staffed Branch (1)	1	Camden, Me Branch	89 Elm St		Camden	ME	04843	04843-1941	Knox County	1232	118117A	Upper
Staffed Branch (1)	1	Waterville Main St. Branch	182 Main St		Waterville	ME	04901	04901-6649	Kennebec County	1231	118169A	Middle
Staffed Branch (1)	1	Westgate Branch	1410 Congress St		Portland	ME	04102	04102-2119	Cumberland County	1228	118149A	Middle
Staffed Branch (1)	1	Westbrook Branch	835 Main St		Westbrook	ME	04092	04092-2801	Cumberland County	1228	118172A	Moderate
Staffed Branch (1)	1	Kittery Branch	30 State Rd		Kittery	ME	03904	03904-1537	York County	1241	118133A	Middle
Staffed Branch (1)	1	Presque Isle Branch	680 Main St		Presque Isle	ME	04769	04769-2231	Aroostook County	1227	118152A	Middle
Staffed Branch (1)	1	Houlton Branch	6 North St		Houlton	ME	04730	04730-1808	Aroostook County	1227	118131A	Middle
Staffed Branch (1)	1	North Windham Branch	756 Roosevelt Trl		Windham	ME	04062	04062-5343	Cumberland County	1228	118142A	Middle
Staffed Branch (1)	1	Portland 449 Forest Ave Branch	449 Forest Ave		Portland	ME	04101	04101-2029	Cumberland County	1228	118150A	Middle
Staffed Branch (1)	1	Sillwater Ave. Branch	878 Sillwater Ave		Bangor	ME	04401	04401-3614	Penobscot County	1235	118110A	Middle
Staffed Branch (1)	1	Franklin, Me Branch	163 Broadway		Franklin	ME	04938	04938-5309	Franklin County	1229	118125A	Middle
Staffed Branch (1)	1	Kennebunk Branch	56 Portland Rd		Kennebunk	ME	04043	04043-6857	Cumberland County	1241	118132A	Upper
Staffed Branch (1)	1	Scarborough Branch	4 Hannaford Dr		Scarborough	ME	04074	04074-9057	Cumberland County	1228	118158A	Middle
Staffed Branch (1)	1	Market Street, Me Branch	9 Market St		South Portland	ME	04106	04106-3616	Cumberland County	1228	118163A	Middle
Staffed Branch (1)	1	Northgate Branch	362 Allen Ave		Portland	ME	04103	04103-3715	Cumberland County	1228	118147A	Middle
Staffed Branch (1)	1	Alton Branch	92 Main St		Alton	NH	03809	03809-4621	Belknap County	1912	007959A	Middle
Staffed Branch (1)	1	Lafayette Road Branch	1500 Lafayette Rd		Portsmouth	NH	03801	03801-5649	Rockingham County	1919	117524A	Middle
Staffed Branch (1)	1	Newington, Nh Branch	2033 Woodbury Ave		Newington	NH	03801	03801-2804	Rockingham County	1919	117516A	Middle
Staffed Branch (1)	1	Rochester Branch	One Old Dover Rd		Rochester	NH	03867	03867-3460	Strafford County	1920	117528A	Moderate
Staffed Branch (1)	1	Portsmouth Branch	333 State St		Portsmouth	NH	03801	03801-4036	Rockingham County	1919	117526A	Upper
Staffed Branch (1)	1	Weare Branch	1361 S Stark Hwy		Weare	NH	03281	03281-5036	Hillsborough County	1917	117535A	Middle
Staffed Branch (1)	1	Franklin Street, Nh Branch	300 Franklin St		Manchester	NH	03101	03101-2318	Hillsborough County	1917	118236A	Moderate
Staffed Branch (1)	1	Concord North Main St. Branch	143 N Main St		Concord	NH	03301	03301-5389	Merrimack County	1918	117474A	Middle
Staffed Branch (1)	1	Concord South Branch	884 Main St		Concord	NH	03229	03229-3004	Merrimack County	1918	117477A	Upper
Staffed Branch (1)	1	Hillsboro Branch	11 School St		Hillsborough	NH	03244	03244-4888	Hillsborough County	1917	117499A	Moderate
Staffed Branch (1)	1	Nashua-300 Main Branch	300 Main St		Nashua	NH	03060	03060-4635	Hillsborough County	1917	117510A	Low
Staffed Branch (1)	1	Nashua Mall Branch	10 Gusabel Ave		Nashua	NH	03063	03063-3237	Hillsborough County	1917	117512A	Middle
Staffed Branch (1)	1	South Main Street Branch	293 S Main St		Manchester	NH	03102	03102-4838	Hillsborough County	1917	117503A	Middle
Staffed Branch (1)	1	Merrimack Branch	300 Daniel Webster Hwy		Merrimack	NH	03054	03054-4115	Hillsborough County	1917	117507A	Middle
Staffed Branch (1)	1	Nashua Dv Plaza Branch	225 Daniel Webster Hwy		Nashua	NH	03060	03060-5536	Hillsborough County	1917	117511A	Moderate
Staffed Branch (1)	1	Bristol, Nh Branch	10 N Main St		Bristol	NH	03222	03222-3512	Grafton County	1916	117471A	Middle
Staffed Branch (1)	1	Dover - Central Branch	353 Central Ave		Dover	NH	03820	03820-3487	Strafford County	1920	117479A	Moderate
Staffed Branch (1)	1	Weeks Crossing Branch	29 Weeks Ln		Dover	NH	03820	03820-2500	Strafford County	1920	117480A	Moderate
Staffed Branch (1)	1	Newmarket Branch	72 Exeter Rd		Newmarket	NH	03857	03857-1905	Rockingham County	1919	117517A	Middle
Staffed Branch (1)	1	Bedford-South River Rd Branch	141 S River Rd		Bedford	NH	03110	03110-6732	Hillsborough County	1917	1174470A	Upper
Staffed Branch (1)	1	Summit Avenue Branch	809 Summit Ave		Union City	NJ	07087	07087-5398	Hudson County	1920	133433A	Moderate
Staffed Branch (1)	1	Fairview Branch	410 Fairview Ave		Fairview	NJ	07022	07022-1837	Bergen County	1923	133375A	Middle
Staffed Branch (1)	1	Towers Branch	733 Palisade Ave		Cliffside Park	NJ	07010	07010-3200	Bergen County	1923	133367A	Upper
Staffed Branch (1)	1	Pan American Branch	4314 Bergenline Ave		Union City	NJ	07087	07087-5002	Hudson County	1920	133436A	Low
Staffed Branch (1)	1	West New York Branch	6137 Bergenline Ave		West New York	NJ	07093	07093-1520	Hudson County	1920	133444A	Moderate
Staffed Branch (1)	1	Twenty-First Branch	330 21st Ave		Paterson	NJ	07501	07501-3618	Passaic County	1937	133419A	Low
Staffed Branch (1)	1	Paterson Center City Branch	301 Main St		Paterson	NJ	07505	07505-1855	Passaic County	1937	133418A	Low
Staffed Branch (1)	1	Union City Branch	3601 Kennedy Blvd		Union City	NJ	07087	07087-3990	Hudson County	1920	133412A	Moderate
Staffed Branch (1)	1	Cedar Grove Branch	85 Pompton Ave # 107		Cedar Grove	NJ	07009	07009-2013	Essex County	1928	133360A	Upper
Staffed Branch (1)	1	Lodi Branch	150 Main St		Lodi	NJ	07644	07644-1724	Bergen County	1923	135501A	Middle
Staffed Branch (1)	1	Moorestown Branch	22 W Main St		Moorestown	NJ	08057	08057-2430	Burlington County	1924	207962A	Upper
Staffed Branch (1)	1	Berlin, Nj Branch	247 S White Horse Pike		Berlin	NJ	08009	08009-1901	Camden County	1925	133353A	Middle
Staffed Branch (1)	1	GloUCESTER Township Branch	1235 Blackwood-Clementen Rd		GloUCESTER	NJ	08021	08021-5821	Camden County	1925	096660A	Middle
Staffed Branch (1)	1	Gantown Plaza Branch	5200 Rt. 42		Turnersville	NJ	08012	08012-1760	GloUCESTER County	1929	078791A	Middle
Staffed Branch (1)	1	Harbor Square Branch	284 Egg Harbor Rd		Sewell	NJ	08080	08080-3133	GloUCESTER County	1929	133422A	Upper
Staffed Branch (1)	1	Williamstown, Nj Branch	236 Sickenville Rd		Williamstown	NJ	08094	08094-1502	GloUCESTER County	1929	207963A	Moderate
Staffed Branch (1)	1	Holly Ravine Branch	101 Springdale Rd		Cherry Hill	NJ	08003	08003	Camden County	1925	078790A	Upper
Staffed Branch (1)	1	Brigantine Branch	4200 Harbor Beach Blvd		Brigantine	NJ	08203	08203-1339	Atlantic County	1922	081448A	Moderate
Staffed Branch (1)	1	Northfield Branch	1120 Tilton Rd		Northfield	NJ	08225	08225-1230	Atlantic County	1922	086681A	Upper
Staffed Branch (1)	1	Marter Avenue Branch	306 Marter Ave		Moorestown	NJ	08057	08057-3121	Burlington County	1924	089011A	Upper
Staffed Branch (1)	1	Allendale Branch	63 W Allendale Ave		Allendale	NJ	07401	07401-1701	Bergen County	1923	142657A	Upper
Staffed Branch (1)	1	Ridgewood Branch	133 Franklin Ave		Ridgewood	NJ	07450	07450-3225	Bergen County	1923	142695A	Upper
Staffed Branch (1)	1	Montvale Branch	111 Chestnut Ridge Rd		Montvale	NJ	07645	07645-1710	Bergen County	1923	142683A	Upper
Staffed Branch (1)	1	Ramsey Office	1100 Lake St		Ramsey	NJ	07446	07446-1250	Bergen County	1923	142656A	Upper
Staffed Branch (1)	1	Hawthorne Branch	617 Lafayette Ave		Hawthorne	NJ	07595	07595-2419	Passaic County	1937	142673A	Upper
Staffed Branch (1)	1	Englewood Cliffs Branch	1457 Sylvan Ave		Englewood Cliffs	NJ	07632	07632-2914	Bergen County	1923	135493A	Upper
Staffed Branch (1)	1	Marion Branch	307 N Main St		Marion	NJ	23671	23671-3027	Marion County	2439	148822A	Moderate
Staffed Branch (1)	1	South Broad/Clinton Branch	819 S Broad St		Clinton	SC	29325	29325-2815	Laurens County	2435	148744A	Middle
Staffed Branch (1)	1	North Harper Branch	508 N Harper St		Laurens	SC	29360	29360-2338	Laurens County	2435	148819A	Moderate
Staffed Branch (1)	1	Easley Branch	200 S Pendleton St		Easley	SC	29640	29640-3048	Laurens County	2444	148796A	Moderate
Staffed Branch (1)	1	Pickens Branch	333 E Main St		Pickens	SC	29671	29671-2319	Pickens County	2444	148834A	Middle
Staffed Branch (1)	1	Summit, SC Branch	5041 Calhoun Memorial Hwy		Easley	SC	29640	29640-3837	Pickens County	2444	148797A	Middle
Staffed Branch (1)	1	Plantation Point Branch	1320 38th Ave N		Myrtle Beach	SC	29577	29577-1314	Horry County	2431	148827A	Middle
Staffed Branch (1)	1	Hilton Head Main Branch	62 New Orleans Rd		Hilton Head Island	SC	29928	29928-4753	Beaufort County	2412	148815A	Middle
Staffed Branch (1)	1	Haywood Road Branch	917 Haywood Rd		Greenville	SC	29615	29615-3566	Greenville County	2428	148811A	Moderate
Staffed Branch (1)	1	Wade Hampton Branch	1450 Wade Hampton Blvd		Gre							

TD BANK, N.A. BRANCHES
(As of March 5, 2022)

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Mauldin Branch	305 New Neely Ferry Rd		Mauldin	SC	29662	29662-2641	Greenville County	2428	148823A	Upper
Staffed Branch (1)	1	Columbia Northeast Branch	10000 Two Notch Rd		Columbia	SC	29223	29223-4382	Richland County	2445	148785A	Upper
Staffed Branch (1)	1	Forest Drive Branch	4875 Forest Dr		Columbia	SC	29206	29206-4811	Richland County	2445	148789A	Middle
Staffed Branch (1)	1	Swansea Branch	200 S Brecon Ave		Swansea	SC	29160	29160	Lexington County	2437	148844A	Middle
Staffed Branch (1)	1	Irmo Branch	1265 Lake Murray Blvd		Irmo	SC	29063	29063-2626	Lexington County	2437	148816A	Upper
Staffed Branch (1)	1	Barton Branch	424 Main St		Barton	VT	05622	05622-8929	Orleans County	3044	026476A	Middle
Staffed Branch (1)	1	Essex Junction Branch	4 Main St		Essex Junction	VT	05452	05452-3132	Chittenden County	3038	026479A	Middle
Staffed Branch (1)	1	St. Johnsbury Branch	301 Railroad St		Saint Johnsbury	VT	05819	05819-1637	Chittenden County	3037	02649A	Middle
Staffed Branch (1)	1	Winooski Branch	27 E Allen St		Winooski	VT	05404	05404-2214	Chittenden County	3038	026492A	Moderate
Staffed Branch (1)	1	Montpelier Branch	90 Main St		Montpelier	VT	05602	05602-3238	Washington County	3046	098802A	Middle
Staffed Branch (1)	1	Woodstock, VT Branch	21 Elm St		Woodstock	VT	05091	05091-1010	Windsor County	3048	117455A	Upper
Staffed Branch (1)	1	Barre Branch	36 N Main St		Barre	VT	05641	05641-4120	Washington County	3046	117541A	Middle
Staffed Branch (1)	1	Brattleboro Branch	215 Main St		Brattleboro	VT	05301	05301-2852	Windham County	3047	121937A	Middle
Staffed Branch (1)	1	Bellows Falls Branch	2 Church St		Bellows Falls	VT	05101	05101-1515	Windham County	3047	117450A	Middle
Staffed Branch (1)	1	Bennington Branch	500 Main St		Bennington	VT	05201	05201-2111	Bennington County	3036	117444A	Moderate
Staffed Branch (1)	1	Rutland Branch	89 Merchants Row		Rutland	VT	05701	05701-5904	Rutland County	3045	117453A	Moderate
Staffed Branch (1)	1	Highgate Plaza Branch	351 Swanton Rd		Saint Albans	VT	05478	05478-2609	Franklin County	3040	117462A	Middle
Staffed Branch (1)	1	Great Barrington Branch	271 Main St		Great Barrington	MA	01230	01230-1748	Berkshire County	1189	093915A	Upper
Staffed Branch (1)	1	Williamstown, Ma Branch	57 Spring St		Williamstown	MA	01287	01287-2839	Berkshire County	1189	026929A	Upper
Staffed Branch (1)	1	Enosburg Branch	1427 Main St		Enosburg Falls	VT	05450	05450-6028	Berkshire County	3040	117457A	Moderate
Staffed Branch (1)	1	Jaffrey Branch	28 Main St		Jaffrey	NH	03452	03452-4402	Franklin County	1914	117492A	Middle
Staffed Branch (1)	1	Rindge Branch	497 US Rt 202		Rindge	NH	03461	03461-5650	Cheshire County	1914	117527A	Upper
Staffed Branch (1)	1	Peterborough Branch	120 Grove St		Peterborough	NH	03458	03458-1766	Hillsborough County	1917	117523A	Middle
Staffed Branch (1)	1	York Branch	1127 Long Sands Rd		York	ME	03909	03909-1148	York County	1241	118174Z	Middle
Staffed Branch (1)	1	Little Ferry Branch	225 Main St		Little Ferry	NJ	07643	07643-1503	Bergen County	1923	135500A	Upper
Staffed Branch (1)	1	Cherry Hill Mall Branch	101 Haddonfield Rd		Cherry Hill	NJ	08002	08002-4401	Camden County	1925	090017A	Middle
Staffed Branch (1)	1	Bellmawr Branch	180 N Black Horse Pike		Bellmawr	NJ	08031	08031-1208	Camden County	1925	090018A	Middle
Staffed Branch (1)	1	Marmora Branch	132 S Shore Rd		Marmora	NJ	08223	08223-1207	Cape May County	1926	091008A	Middle
Staffed Branch (1)	1	Sicklerville Branch	591 Berlin-Cross Keys Rd		Sicklerville	NJ	08081	08081-9506	Camden County	1925	091093A	Middle
Staffed Branch (1)	1	Lawrence Branch	450 Essex St # 450		Lawrence	MA	01840	01840-1214	Essex County	1192	121100A	Low
Staffed Branch (1)	1	South Broadway Branch	305 S Broadway		Lawrence	MA	01843	01843-2532	Essex County	1192	121101A	Middle
Staffed Branch (1)	1	Wethers-Haverhill St. Branch	1228 Haverhill St		Melrose	MA	01814	01814-3468	Essex County	1192	121102A	Moderate
Staffed Branch (1)	1	Melbourne Branch	1025 S Babcock St		Melbourne	FL	32901	32901-3021	Essex County	3333	088906A	Moderate
Staffed Branch (1)	1	Torrington Commons Branch	215 High St		Torrington	CT	06790	06790-6301	Litchfield County	319	124288A	Moderate
Staffed Branch (1)	1	Starke Branch	606 W Madison St		Starke	FL	32091	32091-3011	Bradford County	332	148729A	Middle
Staffed Branch (1)	1	Gateway Branch	8850 Farrow Rd		Columbia	SC	29203	29203-9727	Richland County	2445	148792A	Middle
Staffed Branch (1)	1	Lexington,sc Branch	575 Columbia Ave		Lexington	SC	29072	29072-2617	Lexington County	2437	148820A	Upper
Staffed Branch (1)	1	Ciadel Mall Branch	852 Orleans Rd		Charleston	SC	29407	29407-4844	Charleston County	2415	148781A	Moderate
Staffed Branch (1)	1	Orange, Nj Branch	394 Scotland Rd		Orange	NJ	07050	07050-2219	Essex County	1928	133415A	Low
Staffed Branch (1)	1	Newark (Springfield Avenue) Branch	356 Springfield Ave		Newark	NJ	07103	07103-2615	Essex County	1928	133410A	Low
Staffed Branch (1)	1	Frenchtown Branch	21 Bridge St		Frenchtown	NJ	08825	08825-1201	Hunterdon County	1931	133379A	Middle
Staffed Branch (1)	1	Pemberton Branch	68 Elizabeth St		Pemberton	NJ	08068	08068-1218	Burlington County	1924	133421A	Moderate
Staffed Branch (1)	1	West Deptford Branch	1101 Mantua Pike		Mantua	NJ	08051	08051-1612	Gloucester County	1929	090016A	Middle
Staffed Branch (1)	1	Columbia Main Branch	1501 Main St		Columbia	SC	29201	29201-5801	Richland County	2445	148786A	Low
Staffed Branch (1)	1	Raritan Branch	34 E Somerset St		Raritan	NJ	08869	08869-2109	Somerset County	1939	114596A	Middle
Staffed Branch (1)	1	Passaic Branch	115 Jefferson St		Passaic	NJ	07055	07055-5132	Passaic County	1937	133417A	Low
Staffed Branch (1)	1	Haledon Branch	418 Belmont Ave		Haledon	NJ	07608	07608-1316	Passaic County	1937	133385A	Middle
Staffed Branch (1)	1	Wyckoff On Godwin Avenue Branch	292 Godwin Ave		Wyckoff	NJ	07481	07481-2024	Bergen County	1923	133449A	Upper
Staffed Branch (1)	1	Ringwood Branch	145 Skyline Dr		Ringwood	NJ	07456	07456-2013	Passaic County	1937	133427A	Upper
Staffed Branch (1)	1	State Street Ny Branch	125 State St		Albany	NY	12207	12207-1686	Albany County	1993	095215A	Low
Staffed Branch (1)	1	Margaret Street Branch	136 Margaret St		Plattsburgh	NY	12901	12901-2927	Clinton County	2002	078553A	Low
Staffed Branch (1)	1	Greenport Branch	177 Fairview Ave		Hudson	NY	12534	12534-1205	Columbia County	2003	095218A	Middle
Staffed Branch (1)	1	Peru Branch	2990 Main St		Peru	NY	12972	12972-2926	Clinton County	2002	006538A	Middle
Staffed Branch (1)	1	East Greenbush Branch	71 Troy Rd		East Greenbush	NY	12061	12061-1311	Rensselaer County	2034	0952174A	Middle
Staffed Branch (1)	1	Sanford 1237 Main St. Branch	1237 Main St		Sanford	ME	04073	04073-3646	York County	1241	118155A	Middle
Staffed Branch (1)	1	Bridgeport Branch	176 Main St		Bridgeport	ME	04009	04009-1246	Cumberland County	1228	118114A	Moderate
Staffed Branch (1)	1	Maine Mall Branch	260 Maine Mall Rd		South Portland	ME	04103	04103-2311	Cumberland County	1228	118152A	Moderate
Staffed Branch (1)	1	Alken Main Branch	142 Chestfield St		Alken	SC	29801	29801-4502	Alcorn County	2407	148766A	Middle
Staffed Branch (1)	1	Chapin Branch	260 Columbia Ave		Chapin	SC	29036	29036-9427	Lexington County	2437	148778A	Middle
Staffed Branch (1)	1	Newberry Office Branch	2633 Winnsboro Rd		Newberry	SC	29108	29108-4077	Newberry County	2441	148832A	Middle
Staffed Branch (1)	1	Georgetown Main	1031 Front St		Georgetown	SC	29440	29440-3521	Georgetown County	2427	148803A	Upper
Staffed Branch (1)	1	Lake City Branch	133 W Main St		Lake City	SC	29560	29560-2425	Florence County	2426	148817A	Moderate
Staffed Branch (1)	1	Hampton Branch	40 High St		Hampton	NH	03842	03842-2214	Rockingham County	1919	117487A	Middle
Staffed Branch (1)	1	Auburn-Great Falls Branch	10 Great Falls Pkz		Auburn	ME	04210	04210-5915	Androscoggin County	1226	118107A	Low
Staffed Branch (1)	1	Concord Steeplegate Branch	277 Sheep Davis Rd		Concord	NH	03301	03301-5747	Merrimack County	1918	117475A	Moderate
Staffed Branch (1)	1	Ocean Atrium Branch	1101 Hooper Ave		Toms River	NJ	08753	08753-8324	Ocean County	1936	091115A	Middle
Staffed Branch (1)	1	Haddonfield Branch	100 N Haddon Ave		Haddonfield	NJ	08033	08033-2306	Camden County	1925	091094A	Upper
Staffed Branch (1)	1	Atco Branch	385 White Horse Pike		Atco	NJ	08004	08004-2228	Camden County	1925	091092A	Middle
Staffed Branch (1)	1	1800 Boston Road Branch	1800 Boston Rd		Springfield	MA	01129	01129-1127	Hamden County	1394	117410A	Moderate
Staffed Branch (1)	1	Whitpain Branch	1799 Sweeds Rd		Blue Bell	PA	19422	19422-3523	Hamden County	2301	094353A	Middle
Staffed Branch (1)	1	Trooper Branch	2623 W Ridge Pike		Trooper	PA	19403	19403-1609	Montgomery County	2301	091117A	Middle
Staffed Branch (1)	1	Woodruff Road Branch	1216 Woodruff Rd		Greenville	SC	29607	29607-5736	Greenville County	2428	148906A	Upper
Staffed Branch (1)	1	Myrtle Beach Main	2003 N Oak St		Myrtle Beach	SC	29577	29577-3144	Horry County	2431	148828A	Low
Staffed Branch (1)	1	Wareham Branch	237 Main St		Wareham	MA	02571	02571-2111	Plymouth County	1199	022798A	Moderate
Staffed Branch (1)	1	Falmouth-Worcester Court Branch	249 Worcester Ct		Falmouth	MA	02540	02540-3917	Barnstable County	1188	079413A	Middle
Staffed Branch (1)	1	Seabrook Branch	270 Lafayette Rd		Seabrook	NH	03874	03874-4542	Rockingham County	1919	117443A	Moderate
Staffed Branch (1)	1	Hamstead Branch	212 Main St # 220		Hamstead	NH	03841	03841-2051	Rockingham County	1919	117440A	Middle
Staffed Branch (1)	1	Middleton, Ma Branch	232 S Main St		Middleton	MA	01949	01949-3305	Essex County	1192	117392A	Upper
Staffed Branch (1)	1	Plaistow Branch	47 Plaistow Rd		Plaistow	NH	03865	03865-2906	Rockingham County	1919	117442A	Middle
Staffed Branch (1)	1	Bradford Branch	860 S Main St		Bradford	MA	01835	01835-6963	Essex County	1192	117390A	Moderate
Staffed Branch (1)	1	Kennebec West Street Branch	194 West St		Kennebec	NH	03431	03431-3362	Cheshire County	1914	117495A	Middle
Staffed Branch (1)	1	New Ipswich Branch	164 Tumpke Rd		New Ipswich	NH	03071	03071-3651	Hillsborough County	1917	117615A	Middle
Staffed Branch (1)	1	Monroe, Ny Branch	515 State Road 17M		Monroe	NY	10950	10950-3959	Orange County	2028	133324A	Upper
Staffed Branch (1)	1	Route 211 Branch	468 Rte 211 E		Middletown	NY	10940	10940-2202	Orange County	2028	133321A	Middle
Staffed Branch (1)	1	Bolton Landing Branch	4945 Lake Shore Dr		Bolton Landing	NY	12814	12814-4204	Warren County	2049	001482A	Middle
Staffed Branch (1)	1	Chazy Branch	9679 Rt 9		Chazy	NY	12921	12921	Clinton County	2002	009917A	Middle
Staffed Branch (1)	1	Route 3 Branch	714 State Rt 3		Plattsburgh	NY	12901	12901-7431	Clinton County	2002	014140A	Middle
Staffed Branch (1)	1	North Haven Branch	90 Washington Ave		North Haven	CT	06473	06473-1706	New Haven County	321	133291A	Middle
Staffed Branch (1)	1	Stowe Branch	39 Main St		Stowe	VT	05672	05672-4651	Lamoille County	3042	117460A	Upper
Staffed Branch (1)	1	Morrisville Branch	20 Morrisville Plz		Morrisville	VT	05661	05661-8626	Lamoille County	3042	117461A	Middle
Staffed Branch (1)	1	Milton Branch	175 Route 7 S		Milton	VT	05468	05468-3605	Chittenden County	3038	117458A	Middle
Staffed Branch (1)	1	Boca Raton/Powerline Branch	21845 Powerline Rd		Boca Raton	FL	33433	33433-7896	Palm Beach County	379	148679A	Upper

TD BANK, N.A. BRANCHES
(As of March 5, 2022)

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Aventura Branch	19125 Biscayne Blvd		Aventura	FL	33180	33180-2310	Miami-Dade County	341	148678A	Upper
Staffed Branch (1)	1	North Hampton Branch	46 Lafayette Rd		North Hampton	NH	03862	03862-2404	Rockingham County	1919	117442A	Middle
Staffed Branch (1)	1	Bridgeport-Lafayette Blvd Branch	1000 Lafayette Blvd		Bridgeport	CT	06604	06604-4725	Fairfield County	317	133271A	Low
Staffed Branch (1)	1	Royal Road Branch	1 Royal Rd		Flemington	NJ	08822	08822-6001	Hunterdon County	1931	120242A	Upper
Staffed Branch (1)	1	Main Boulevard Branch	160 NW Main Blvd		Lake City	FL	32055	32055-3954	Columbia County	340	148703A	Middle
Staffed Branch (1)	1	Countryside Branch	28100 US Hwy 19 N		Clearwater	FL	33761	33761-2635	Pinellas County	381	148651A	Middle
Staffed Branch (1)	1	Ashtand Branch	361 Pond St		Ashtand	MA	01721	01721-2327	Middlesex County	1196	123347A	Upper
Staffed Branch (1)	1	South Ohio Avenue Branch	535 Ohio Ave S		Live Oak	FL	32064	32064-3201	Suwannee County	390	148707A	Middle
Staffed Branch (1)	1	Seymour Branch	249 Bank St		Seymour	CT	06483	06483-2742	New Haven County	321	124285A	Upper
Staffed Branch (1)	1	Waterbury-Downtown Branch	2 W Main St		Waterbury	CT	06702	06702-2008	New Haven County	321	124271A	Low
Staffed Branch (1)	1	Ohio Avenue/Corp Offices Branch	1600 S US Highway 1		Fort Pierce	FL	34950	34950-5107	St. Lucie County	385	122418A	Low
Staffed Branch (1)	1	New Britain-Downtown Branch	178 Main St		New Britain	CT	06051	06051-2229	Hartford County	318	124265A	Low
Staffed Branch (1)	1	Avon Branch	255 W Main St		Avon	CT	06001	06001-4352	Hartford County	318	124267A	Upper
Staffed Branch (1)	1	Port Saint Lucie North Branch	8000 S US #1		Port Saint Lucie	FL	34952	34952-2338	St. Lucie County	395	072211A	Moderate
Staffed Branch (1)	1	Killingworth Branch	184 Rt 81		Killingworth	CT	06419	06419-1472	Middlesex County	320	124276A	Upper
Staffed Branch (1)	1	Sedgwick Plaza Branch	143 S Main St		West Hartford	CT	06107	06107-3431	Hartford County	318	124292A	Upper
Staffed Branch (1)	1	Mount Pleasant Branch	1021 Anna Knapp Ext		Mount Pleasant	SC	29464	29464-3133	Charleston County	2415	148825A	Upper
Staffed Branch (1)	1	Conway Branch	1560 3rd Ave		Conway	SC	29526	29526-5014	Horry County	2431	148793A	Moderate
Staffed Branch (1)	1	Little River Branch	1580 Hwy 17		Little River	SC	29568	29568-9219	Horry County	2431	148827A	Middle
Staffed Branch (1)	1	Surfside Beach Branch	300 Hwy 17 N		Surfside Beach	SC	29575	29575-6031	Horry County	2431	148843A	Middle
Staffed Branch (1)	1	Murrells Inlet Branch	3205 S Hwy 17 Business		Murrells Inlet	SC	29576	29576-7863	Horry County	2431	148826A	Middle
Staffed Branch (1)	1	Wilmington Main Branch	802 S College Rd		Wilmington	NC	28403	28403-4410	New Hanover County	1730	148744A	Low
Staffed Branch (1)	1	Hampstead, Nc Branch	15280 US Hwy 17 N		Hampstead	NC	28443	28443-3314	Pender County	1736	148751A	Middle
Staffed Branch (1)	1	Salem-N. Broadway Branch	155 N Broadway		Salem	NH	03079	03079-2184	Rockingham County	1919	121125A	Middle
Staffed Branch (1)	1	Falmouth Branch	200 US Rt 1		Falmouth	ME	04105	04105-1310	Cumberland County	1228	118124A	Upper
Staffed Branch (1)	1	East Hartford Branch	29 Main St		East Hartford	CT	06118	06118-3209	Hartford County	318	117843A	Moderate
Staffed Branch (1)	1	Colchester Branch	64 Norwich Ave		Colchester	CT	06415	06415-1202	New London County	322	117842A	Middle
Staffed Branch (1)	1	Bridgeton Branch	53 S Laurel St		Bridgeton	NJ	08302	08302-1946	Cumberland County	1927	133356A	Moderate
Staffed Branch (1)	1	Penns Grove Branch	19 S Virginia Ave		Penns Grove	NJ	08069	08069-1716	Salem County	1938	133422A	Low
Staffed Branch (1)	1	Salem, Nj Branch	443 E Broadway		Salem	NJ	08079	08079-1234	Salem County	1938	133430A	Low
Staffed Branch (1)	1	Harwich Port Branch	538 Main St		Harwich Port	MA	02646	02646-1842	Barnstable County	1188	116270A	Middle
Staffed Branch (1)	1	South Dennis Branch	519 Rt 124		South Dennis	MA	02680	02680-3005	Barnstable County	1188	116272A	Middle
Staffed Branch (1)	1	Hyannis Mall Branch	228 Falmouth Rd		Hyannis	MA	02601	02601-2760	Barnstable County	1188	116211A	Low
Staffed Branch (1)	1	Centerville Branch	1708 Falmouth Rd		Centerville	MA	02632	02632-2933	Barnstable County	1188	116203A	Middle
Staffed Branch (1)	1	Brewster Branch	7 Underpass Rd		Brewster	MA	02631	02631-1810	Barnstable County	1188	116200A	Middle
Staffed Branch (1)	1	Sandwich Branch	119 Rt 6A		Sandwich	MA	02563	02563-2017	Barnstable County	1188	116222A	Middle
Staffed Branch (1)	1	South Yarmouth Branch	1095 Rt 28		South Yarmouth	MA	02664	02664-4457	Barnstable County	1188	116224A	Moderate
Staffed Branch (1)	1	Greenville Main Branch	102 S Main St		Greenville	SC	29601	29601-2711	Greenville County	2428	148565A	Upper
Staffed Branch (1)	1	Sumter Highway Branch	7389 Garners Ferry Rd		Columbia	SC	29209	29209-2110	Richland County	2445	148791A	Moderate
Staffed Branch (1)	1	Andrews Branch	201 S Morgan Ave		Andrews	SC	29510	29510-2921	Georgetown County	2427	148774A	Middle
Staffed Branch (1)	1	Wolfboro Branch	36 Center St		Wolfboro	NH	03894	03894-4324	Carroll County	1913	081839A	Middle
Staffed Branch (1)	1	Park Ridge Branch	33 S Kinderkamack Rd		Montvale	NJ	07645	07645-2112	Bergen County	1923	135502A	Upper
Staffed Branch (1)	1	Hackensack Branch	549 River St		Hackensack	NJ	07601	07601-5807	Bergen County	1923	142670A	Moderate
Staffed Branch (1)	1	Newburyport Branch	51 State St		Newburyport	MA	01950	01950-6912	Essex County	3192	104542A	Middle
Staffed Branch (1)	1	Woodbury Center Branch	89 Main St S		Woodbury	CT	06798	06798-3404	Litchfield County	319	134296A	Middle
Staffed Branch (1)	1	Port Richey Branch	9550 US Hwy 19		Port Richey	FL	34668	34668-4664	Pasco County	307	148724A	Moderate
Staffed Branch (1)	1	Orlando Sodo Branch	2405 S Orange Ave		Orlando	FL	32806	32806	Orange County	380	309414A	Middle
Staffed Branch (1)	1	Camden, Sc Branch	315 E Dekalb St		Camden	SC	29020	29020-4495	Kershaw County	2433	148777A	Moderate
Staffed Branch (1)	1	Fairfield-Post Road Branch	1643 Post Rd		Fairfield	CT	06824	06824-5910	Fairfield County	317	133279A	Upper
Staffed Branch (1)	1	Stratford,ct Branch	951 Stratford Ave		Stratford	CT	06615	06615-6310	Fairfield County	317	133296A	Moderate
Staffed Branch (1)	1	Bridgeport-North End Branch	975 Madison Ave		Bridgeport	CT	06606	06606-5221	Fairfield County	317	133272A	Moderate
Staffed Branch (1)	1	Ocean City Branch	101 E 9th St		Ocean City	NJ	08226	08226-3445	Cape May County	1926	090826A	Middle
Staffed Branch (1)	1	Atrium Branch	1701 Marlton Pike E		Cherry Hill	NJ	08003	08003-2390	Camden County	1925	128432A	Upper
Staffed Branch (1)	1	Cinnaminson Branch	1999 Lenola Rd		Cinnaminson	NJ	08077	08077-3100	Burlington County	1924	098250A	Upper
Staffed Branch (1)	1	Kings Highway Branch	357 Kings Hwy N		Cherry Hill	NJ	08034	08034-1013	Camden County	1925	075068A	Middle
Staffed Branch (1)	1	Woodbury Branch	450 Mantua Pike		Woodbury	NJ	08096	08096-2666	Gloucester County	1929	075511A	Moderate
Staffed Branch (1)	1	Albion Branch	801 White Horse Pike		Albion	NJ	08021	08021-2301	Atlantic County	1929	087868A	Moderate
Staffed Branch (1)	1	Washington Township Branch	491 Huffrills Crosskeys Rd		Albion	NJ	08090	08090-9369	Camden County	1929	072331A	Middle
Staffed Branch (1)	1	Grove Street Branch	6 Grove St		Cherry Hill	NJ	08002	08002-2796	Camden County	1925	141777A	Middle
Staffed Branch (1)	1	Glassboro Branch	700 Delesar Dr N		Glassboro	NJ	08028	08028-1436	Gloucester County	1929	073808A	Upper
Staffed Branch (1)	1	Mullica Hill Branch	148 N Main St		Mullica Hill	NJ	08062	08062-2611	Gloucester County	1929	098249A	Upper
Staffed Branch (1)	1	Mt. Holly Branch	510 High St		Mount Holly	NJ	08060	08060-1052	Burlington County	1924	075224A	Moderate
Staffed Branch (1)	1	Marlton East Branch	101 Route 70 E		Marlton	NJ	08053	08053-1852	Burlington County	1925	207960A	Middle
Staffed Branch (1)	1	Voorhees Branch	401 Rt 73		Voorhees	NJ	08043	08043-9589	Camden County	1924	081957A	Middle
Staffed Branch (1)	1	Somers Point Branch	399 New Rd		Somers Point	NJ	08244	08244-2158	Atlantic County	1922	091091A	Middle
Staffed Branch (1)	1	Medford Branch	517 Stokes Rd		Medford	NJ	08055	08055-2910	Burlington County	1924	143644A	Upper
Staffed Branch (1)	1	Lake Pine Branch	195 Tuckerton Rd		Medford	NJ	08055	08055-8858	Burlington County	1924	207961A	Upper
Staffed Branch (1)	1	Lacey/Forked River Branch	106 N Main St		Forked River	NJ	08731	08731-3630	Ocean County	1936	079246A	Middle
Staffed Branch (1)	1	Beach Haven Branch	13700 Long Beach Blvd		Long Beach Township	NJ	08098	08098-9715	Ocean County	1936	079633A	Middle
Staffed Branch (1)	1	Manahawken Branch	571 E Bay Ave		Manahawken	NJ	08050	08050-3324	Ocean County	1936	079245A	Middle
Staffed Branch (1)	1	Fischer Boulevard Branch	849 Fischer Blvd		Toms River	NJ	08753	08753-3879	Ocean County	1936	097917A	Middle
Staffed Branch (1)	1	Barnegat Branch	560 N Main St		Barnegat	NJ	08005	08005-2530	Ocean County	1936	079244A	Middle
Staffed Branch (1)	1	Bayville Branch	430 Rt 9		Bayville	NJ	08721	08721-1847	Ocean County	1936	091114A	Middle
Staffed Branch (1)	1	Center City Branch	1900 Market St		Philadelphia	PA	19103	19103-3527	Philadelphia County	2306	132927A	Upper
Staffed Branch (1)	1	Lawrence Park Branch	2014 Sprout Rd		Broomall	PA	19008	19008-2725	Delaware County	2278	091116A	Upper
Staffed Branch (1)	1	University City Branch	3735 WALNUT ST		Philadelphia	PA	19104	19104-3602	Philadelphia County	2306	097252A	Middle
Staffed Branch (1)	1	Whitman Branch	2653 S 5th St		Philadelphia	PA	19148	19148	Philadelphia County	2306	097253A	Middle
Staffed Branch (1)	1	Newtown Square Branch	3609 Winding Way		Newtown Square	PA	19073	19073-3820	Delaware County	2278	079768A	Upper
Staffed Branch (1)	1	Devon Branch	200 W Lancaster Ave		Devon	PA	19333	19333-1506	Chester County	2270	071834A	Upper
Staffed Branch (1)	1	Chichester Branch	657 Conchester Hwy		Boothwyn	PA	19061	19061-3147	Delaware County	2278	098252A	Upper
Staffed Branch (1)	1	Tilgh Branch	10 Sherman Dr		Tilgh	PA	02676	02676-5770	Bellarmine County	1912	117532A	Middle
Staffed Branch (1)	1	Greendale Branch	140 W Boylston St		Ware	MA	01160	01160-3224	Worcester County	1201	117385A	Middle
Staffed Branch (1)	1	Goffstown Branch	3 Elm St		Goffstown	NH	03045	03045-1902	Hillsborough County	1917	117484A	Middle
Staffed Branch (1)	1	Hudson, Nh Branch	80 Derry St		Hudson	NH	03051	03051-3705	Hillsborough County	1917	117492A	Middle
Staffed Branch (1)	1	Epsom Branch	1886 Dover Rd		Epsom	NH	03234	03234-3234	Merrimack County	1919	117481A	Upper
Staffed Branch (1)	1	Northwood Branch	263 First NH Tpke		Northwood	NH	03261	03261-3406	Rockingham County	1918	117522A	Middle
Staffed Branch (1)	1	Rice Square Branch	500 Grafton St		Worcester	MA	01604	01604-4713	Worcester County	1201	015709A	Middle
Staffed Branch (1)	1	Webster Square Branch	1227 Main St		Worcester	MA	01603	01603-1817	Worcester County	1201	031140A	Middle
Staffed Branch (1)	1	Leominster Branch	15 Monument Sq		Leominster	MA	01453	01453-5711	Worcester County	1201	031141A	Moderate
Staffed Branch (1)	1	Shrewsbury-Boston Turnpike Branch	200 Boston Tpke		Shrewsbury	MA	01545	01545-2500	Worcester County	1201	004746A	Moderate
Staffed Branch (1)	1	Amherst-Triangle St. Branch	243 Triangle St		Amherst	MA	01002	01002-2144	Hampshire County	1195	006306A	Upper
Staffed Branch (1)	1											

TD BANK, N.A. BRANCHES
(As of March 5, 2022)

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Sturbridge Branch	178 Main St		Sturbridge	MA	01566	01566-1258	Worcester County	1201	01478AA	Upper
Drive-in (2)	2	Granville Drive Thru Branch	100 Quaker St		Granville	NY	12832	12832-4824	Washington County	2050	01776A	Middle
Drive-in (2)	2	Glens Falls . Ny Drive Thru Branch	28 Maple St		Glens Falls	NY	12801	12801-3606	Warren County	2049	00642AA	Middle
Staffed Branch (1)	1	West Long Branch	101 Parker Rd		West Long Branch	NJ	07764	07764-1009	Monmouth County	1934	114002A	Middle
Staffed Branch (1)	1	Monmouth Regional Branch	500 Shrewsbury Ave		Tinton Falls	NJ	07724	07724-4906	Monmouth County	1934	113997A	Middle
Staffed Branch (1)	1	Coltsville Branch	660 Merrill Rd		Pittsfield	MA	01201	01201-3710	Berkshire County	1189	093920A	Middle
Staffed Branch (1)	1	West Street Branch	90 West St		Pittsfield	MA	01201	01201-6846	Berkshire County	1189	093239A	Low
Staffed Branch (1)	1	South Willow Street Branch	1255 S Willow St		Manchester	NH	03103	03103-4032	Hillsborough County	1917	117504A	Moderate
Staffed Branch (1)	1	North Conway Branch	2561 Main St		North Conway	NH	03860	03860	Carroll County	1913	117519A	Moderate
Staffed Branch (1)	1	Mt. Valley Mall Branch	1249 Eastman Rd		North Conway	NH	03860	03860	Carroll County	1913	117518A	Moderate
Staffed Branch (1)	1	Bedford-Route 101 Branch	184 Rt 101		Bedford	NH	03110	03110-5415	Hillsborough County	1917	117469A	Upper
Staffed Branch (1)	1	Manchester Center Branch	58 Bonnet St		Manchester Center	VT	05255	05255-8920	Bennington County	3036	117452A	Middle
Staffed Branch (1)	1	Burlington, Vt Branch	111 Main St		Burlington	VT	05401	05401-8409	Chittenden County	3038	121936A	Moderate
Staffed Branch (1)	1	South Burlington Branch	1855 Williston Rd		South Burlington	VT	05403	05403-6070	Chittenden County	3038	097172A	Middle
Staffed Branch (1)	1	Williston Branch	2300 St George Rd		Williston	VT	05495	05495-7433	Chittenden County	3038	074019A	Upper
Staffed Branch (1)	1	Shelburne Branch	5112 Shelburne Rd		Shelburne	VT	05482	05482-6698	Chittenden County	3038	026499A	Upper
Staffed Branch (1)	1	Seventy-Ninth St. Branch	7815 Kennedy Blvd		North Bergen	NJ	07047	07047-4136	Hudson County	1930	133411A	Middle
Staffed Branch (1)	1	Temple Terrace Branch	9400 N 56th St		Temple Terrace	FL	33517	33517-5506	Hillsborough County	357	148735A	Middle
Staffed Branch (1)	1	Wanamaker/Remede Drive Up Branch	242 Main St		Wareham	MA	02571	02571-6214	Plymouth County	1199		Moderate
Staffed Branch (1)	1	Port Jarvis Branch	205 E Main St		Port Jarvis	NY	12771	12771-2207	Orange County	2028	13332A	Moderate
Staffed Branch (1)	1	Washingtonville Branch	21 E Main St		Washingtonville	NY	10992	10992-1510	Orange County	2028	13334A	Middle
Staffed Branch (1)	1	Monticello Branch	463 Broadway		Monticello	NY	12701	12701-1723	Sullivan County	2045	13332A	Moderate
Staffed Branch (1)	1	Warwick, Ny Branch	51 Main St		Warwick	NY	10990	10990-1330	Orange County	2028	133342A	Middle
Staffed Branch (1)	1	School St. Montpelier Branch	9 School St		Montpelier	VT	05602	05602-2911	Washington County	3046	098902A	Middle
Staffed Branch (1)	1	New Smyrna Branch	1811 State Rd 44		New Smyrna Beach	FL	32168	32168-8340	Volusia County	393	100403A	Middle
Staffed Branch (1)	1	Augusta Branch	101 Western Ave		Augusta	ME	04330	04330-7230	Kennebec County	1231	118108A	Middle
Staffed Branch (1)	1	Lewiston 790 Lisbon St. Branch	790 Lisbon St		Lewiston	ME	04240	04240-6634	Androscoggin County	1226	118134A	Low
Staffed Branch (1)	1	Gray Branch	23 Portland Rd		Gray	NH	04039	04039-9431	Cumberland County	1228	118130A	Middle
Staffed Branch (1)	1	Fort Kent Branch	62 W Main St		Fort Kent	ME	04743	04743-1244	Arroostook County	1227	118129A	Middle
Staffed Branch (1)	1	Lincoln Branch	32 Goding Ave		Lincoln	ME	04457	04457-1323	Pendecott County	1235	118131A	Middle
Staffed Branch (1)	1	Caribou Branch	14 Sweden St		Caribou	ME	04736	04736-2124	Arroostook County	1227	118118A	Middle
Staffed Branch (1)	1	Yarmouth Branch	1730 US Rt 1		Yarmouth	ME	04098	04098-6922	Cumberland County	1228	118173A	Upper
Staffed Branch (1)	1	Oxford Branch	1588 Main St		Oxford	ME	04270	04270-3319	Oxford County	1234	118145A	Middle
Staffed Branch (1)	1	Clinton Branch	1705 Rt 31		Clinton	NJ	08809	08809	Hunterdon County	1931	114577A	Upper
Staffed Branch (1)	1	Titusville Branch	201 Cheney Hwy		Titusville	FL	32780	32780-6602	Brevard County	333	098157A	Middle
Staffed Branch (1)	1	Stratham Branch	28 Portsmouth Ave		Stratham	NH	03885	03885-2550	Rockingham County	1919	117530A	Upper
Staffed Branch (1)	1	Saco Branch	4 Scammon St		Saco	ME	04072	04072-5122	York County	1241	118154A	Moderate
Staffed Branch (1)	1	Bryan Dairy Branch	8040 Bryan Dairy Rd		Largo	FL	33777	33777-1446	Pinellas County	381	148706A	Upper
Staffed Branch (1)	1	Marlborough Branch	133 E Main St		Marlborough	MA	01752	01752-2630	Middlesex County	1196	121359A	Moderate
Staffed Branch (1)	1	Niskayuna Branch	2301 Nott St E		Niskayuna	NY	12309	12309-4302	Schenectady County	2039	103943A	Upper
Staffed Branch (1)	1	Sudbury Branch	407 Boston Post Rd		Sudbury	MA	01776	01776-3041	Middlesex County	1196	121352A	Upper
Staffed Branch (1)	1	Red Bank Branch	89 W Front St		Red Bank	NJ	07701	07701-1621	Monmouth County	1934	114000A	Middle
Staffed Branch (1)	1	Bay Street Branch	70 Bay St		Manchester	NH	03104	03104-3006	Hillsborough County	1917	117500A	Moderate
Staffed Branch (1)	1	Four Seasons Branch	201 Wren Dr		Hampdenoville	NC	28792	28792-2760	Henderson County	1710	148752A	Moderate
Staffed Branch (1)	1	Hammon Station Square Branch	97 S White Horse Pike		Hammon Station	NJ	08037	08037-1872	Atlantic County	1922	103395A	Upper
Staffed Branch (1)	1	Stratford, NJ Branch	55 S White Horse Pike		Stratford	NJ	08984	08984-1520	Camden County	1925	121127A	Middle
Staffed Branch (1)	1	Needham Branch	95 Highland Ave		Needham	MA	02494	02494-3005	Norfolk County	1198	121351A	Upper
Staffed Branch (1)	1	Hooksett Branch	11323 Hooksett Rd		Hooksett	NH	03106	03106-1888	Merrimack County	1918	117491A	Upper
Staffed Branch (1)	1	Longwood Office	2675 W State Rd 434		Longwood	FL	32779	32779-4444	Seminole County	388	148708A	Upper
Staffed Branch (1)	1	Westwood Branch	336 Old Hook Rd		Westwood	NJ	07675	07675-3229	Bergen County	1923	142703A	Upper
Staffed Branch (1)	1	South Hadley Branch	460 Newton St		South Hadley	MA	01075	01075-2332	Hampshire County	1195	117437A	Middle
Staffed Branch (1)	1	Maximo Branch	3655 50th Ave S		Saint Petersburg	FL	33711	33711-4526	Pinellas County	381	148727A	Upper
Staffed Branch (1)	1	Parkway Branch	401 William Hilton Pkwy		Hilton Head Island	SC	29926	29926-2418	Beaufort County	2412	148814A	Moderate
Staffed Branch (1)	1	Collegeville Branch	498 Second Ave		Collegeville	PA	19426	19426-2656	Montgomery County	2301	098254A	Upper
Staffed Branch (1)	1	Media Branch	42 E Baltimore Ave		Media	PA	19063	19063-3701	Delaware County	2278	103312A	Upper
Staffed Branch (1)	1	Londonderry Branch	42 Nashua Rd		Londonderry	NH	03053	03053-3421	Rockingham County	1919	121124A	Middle
Staffed Branch (1)	1	Stafford Branch	591 Rt 72 W		Stafford	NJ	08063	08063-2821	Ocean County	1936	106042A	Moderate
Staffed Branch (1)	1	Quincy Building Branch	370 Main St		Worcester	MA	01608	01608-1723	Worcester County	1201	121955A	Upper
Staffed Branch (1)	1	Latham Branch	1 Old Loudon Rd		Latham	NY	12110	12110-5234	Albany County	1993	103350A	Upper
Staffed Branch (1)	1	Central Avenue Branch	1256 Central Ave		Albany	NY	12205	12205-5201	Albany County	1993	103216A	Middle
Staffed Branch (1)	1	Berlin, Ct Branch	1127 Farmington Ave		Berlin	CT	06037	06037-2241	Hartford County	318	124268A	Middle
Staffed Branch (1)	1	Gilford Branch	1402 Lake Shore Rd		Gilford	NH	03249	03249-2249	Belknap County	1912	117482A	Upper
Staffed Branch (1)	1	Burnsville Branch	600 W US Hwy 19E Byp		Burnsville	NC	28714	28714-7152	Yancey County	1765	148746A	Middle
Staffed Branch (1)	1	Philadelphia Lehigh Branch	701 W Lehigh Ave		Philadelphia	PA	19133	19133-2243	Philadelphia County	2306	208417A	Low
Staffed Branch (1)	1	Mechanicville Branch	5 Park Plz		Mechanicville	NY	12118	12118-1520	Saratoga County	2038	111132A	Middle
Staffed Branch (1)	1	Cotman & Bustleton Branch	2231 Cotman Ave		Philadelphia	PA	19149	19149-1204	Philadelphia County	2306	133471A	Middle
Staffed Branch (1)	1	Orange City Volusia Ave Branch	2240 S Volusia Ave		Orange City	FL	32763	32763-7614	Volusia County	3293	136926A	Moderate
Staffed Branch (1)	1	Hamilton Square Branch	1130 Whitehorse Hamilton Sq Rd		Hamilton	NJ	08690	08690-3708	Mercer County	1922	106915A	Middle
Staffed Branch (1)	1	Erving Branch	1620 N Olden Ave		Erving	NJ	08838	08838-3286	Mercer County	1922	131633A	Moderate
Staffed Branch (1)	1	Brick Plaza Branch	1049 Cedarbridge Ave		Brick	NJ	08723	08723-4048	Ocean County	1936	111611A	Middle
Staffed Branch (1)	1	North Penn Branch	1490 S Valley Forge Rd		Lansdale	PA	19446	19446-4719	Montgomery County	2301	108208A	Upper
Staffed Branch (1)	1	Manchester Branch	2570 Rt 37		Manchester Township	NJ	08759	08759-6505	Ocean County	1936	114580A	Moderate
Staffed Branch (1)	1	Vero Beach US 1 Branch	1238 US Hwy 1		Vero Beach	FL	32960	32960-5730	Indian River County	359	114583A	Low
Staffed Branch (1)	1	Atlantic City Branch	15 N Pennsylvania Ave		Atlantic City	NJ	08401	08401-4730	Atlantic County	1922	111995A	Low
Staffed Branch (1)	1	Camden, NJ Branch	501 Mickle Blvd		Camden	NJ	08103	08103-1117	Camden County	1925	111612A	Low
Staffed Branch (1)	1	Sebastian Branch	13633 US Hwy One		Sebastian	FL	32958	32958-3230	Indian River County	359	111831A	Middle
Staffed Branch (1)	1	Delran Branch	1050 S Chester Ave		Delran	NJ	08075	08075-9701	Burlington County	1924	114933A	Middle
Staffed Branch (1)	1	Freehold Road Branch	600 W Main St		Freehold	NJ	07728	07728-2527	Monmouth County	1934	113562A	Upper
Staffed Branch (1)	1	English Creek Branch	3002 English Creek Ave		Egg Harbor Township	NJ	08234	08234-6242	Atlantic County	1922	111614A	Middle
Staffed Branch (1)	1	Merritt Island Branch	250 E Merritt Island Causeway		Merritt Island	FL	32952	32952-3637	Brevard County	333	114059A	Middle
Staffed Branch (1)	1	Essexboro Branch	225 Greentree Rd		Merritt	NJ	08053	08053-9404	Burlington County	1924	103412A	Upper
Staffed Branch (1)	1	South Florence Branch	684 Pamlico Hwy		Florence	SC	12955	12955-6014	Florence County	2426	148890A	Upper
Staffed Branch (1)	1	90 West Office	2844 W US Hwy 90		Lake City	FL	32055	32055-4756	Calhoun County	340	148705A	Middle
Staffed Branch (1)	1	Brandon Branch	1018 W Lumsden Rd		Brandon	FL	33511	33511-6245	Hillsborough County	357	148690A	Middle
Staffed Branch (1)	1	Ludlow-Center St. Branch	549 Center St		Ludlow	MA	01056	01056-2733	Hampden County	1194	117434A	Middle
Staffed Branch (1)	1	North Attleborough Branch	2 N Washington St		North Attleboro	MA	02760	02760-1606	Bristol County	1190	127129A	Upper
Staffed Branch (1)	1	Interstate Branch	1 Interstate Shop Ctr		Ramsey	NJ	07446	07446-1130	Bergen County	1923	142676A	Upper
Staffed Branch (1)	1	Salem-Long Ave Branch	600 Loring Ave		Salem	MA	01970	01970-4264	Essex County	1192	123046A	Middle
Staffed Branch (1)	1	Blue Bell Branch	3051 Walton Rd		Plymouth Meeting	PA	19462	19462-2344	Montgomery County	2301	098253A	Middle
Staffed Branch (1)	1	Brunswick-Tibbetts Drive Branch	10 Tibbetts Dr		Brunswick	ME	04011	04011-2680	Cumberland County	1228	118116A	Moderate
Staffed Branch (1)	1	Jackson Branch	7 N County Line Rd		Jackson	NJ	08527	08527-1250	Ocean County	1936	106910A	Middle
Staffed Branch (1)	1	Mahwah Route 17										

TD BANK, N.A. BRANCHES
(As of March 5, 2022)

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Camel Branch	96 Gleneida Ave		Camel	NY	10512	10512-1231	Putnam County	2032	133311A	Upper
Staffed Branch (1)	1	Rocky Hill Branch	632 Cromwell Ave		Rocky Hill	CT	06067	06067-1843	Hartford County	318	142484A	Upper
Staffed Branch (1)	1	Point Pleasant Branch	3301 Bridge Ave		Point Pleasant	NJ	08742	08742-2859	Ocean County	1936	112158A	Upper
Staffed Branch (1)	1	Airpark Branch	1720 NW 57th Ave		Miami	FL	33126	33126-2002	Miami-Dade County	341	148710A	Moderate
Staffed Branch (1)	1	Hillsdale Branch	450 Hillsdale Ave		Hillsdale	NJ	07642	07642-2713	Bergen County	1923	142674A	Upper
Staffed Branch (1)	1	Paramus On Forest Avenue Branch	275 Forest Ave		Paramus	NJ	07652	07652-5426	Bergen County	1923	142659A	Upper
Staffed Branch (1)	1	West Melbourne Branch	3125 W New Haven Ave		Melbourne	FL	32904	32904-3587	Brevard County	333	114018A	Middle
Staffed Branch (1)	1	Morrisville (Falls Top) Branch	346 W Trenton Ave		Morrisville	PA	19067	19067-2041	Bucks County	2264	113899A	Moderate
Staffed Branch (1)	1	Doylstown Branch	577 N Main St		Doylstown	PA	18901	18901-3922	Bucks County	2264	114930A	Middle
Staffed Branch (1)	1	Valley Forge Branch	100 Swedesford Rd		Devon	PA	19333	19333-1143	Chester County	2270	114459A	Upper
Staffed Branch (1)	1	Thornblade Branch	6 Elmshorn Dr		Greer	SC	29650	29650-4571	Greenville County	2428	148812A	Upper
Staffed Branch (1)	1	NW 43rd Street Branch	600 NW 43rd St		Gainesville	FL	32607	32607-6113	Alachua County	329	148690A	Middle
Staffed Branch (1)	1	Crystal River Branch	1000 SE US Hwy 19		Crystal River	FL	34429	34429-4816	Citrus County	337	148685A	Upper
Staffed Branch (1)	1	Kirkman Road Branch	4675 S Kirkman Rd		Oriando	FL	32811	32811-2832	Orange County	377	148721A	Moderate
Staffed Branch (1)	1	Carrollwood Branch	10821 N Dale Mabry Hwy		Tampa	FL	33618	33618-4141	Hillsborough County	357	148730A	Upper
Staffed Branch (1)	1	Hartford Branch	203 Trumbull St		Hartford	CT	06103	06103-2212	Hartford County	318	133285A	Middle
Staffed Branch (1)	1	South Tinton Falls Branch	4057 Asbury Ave		Tinton Falls	NJ	07753	07753-7700	Monmouth County	1934	114001A	Middle
Staffed Branch (1)	1	Hendersonville (South Main) Branch	535 Greenville Hwy		Hendersonville	NC	28792	28792-5755	Henderson County	1710	148753A	Middle
Staffed Branch (1)	1	Newton Centre Branch	1197 Centre St		Newton	MA	02459	02459-1533	Middlesex County	1196	129348A	Upper
Staffed Branch (1)	1	Wellesley R9 Branch	999 Worcester St		Wellesley	MA	02482	02482-3706	Norfolk County	1198	129213A	Upper
Staffed Branch (1)	1	Port Orange Branch	1101 Dunlavin Ave		Port Orange	FL	32127	32127-4745	Volusia County	393	121016A	Moderate
Staffed Branch (1)	1	Burnt Tavern Branch	989 Burnt Tavern Rd		Brick	NJ	08724	08724-2014	Ocean County	1926	114457A	Middle
Staffed Branch (1)	1	Jenkintown Branch	710 Old York Rd		Jenkintown	PA	19046	19046-2833	Montgomery County	2301	116743A	Upper
Staffed Branch (1)	1	Golden Crest Bank	2283 Rt 33		Hamilton	NJ	08690	08690-1717	Mercer County	1922	114463A	Upper
Staffed Branch (1)	1	Rittenhouse Square Branch	1726 Walnut St		Philadelphia	PA	19103	19103-6101	Philadelphia County	2306	116194A	Upper
Staffed Branch (1)	1	Boynton Beach Branch	1601 W Boynton Beach Blvd		Boynton Beach	FL	33436	33436-4605	Palm Beach County	379	134428A	Middle
Staffed Branch (1)	1	Naamans Branch	2502 Marsh Rd		Wilmington	DE	19810	19810-1641	New Castle County	327	132110A	Middle
Staffed Branch (1)	1	Flourtown Branch	1240 Bethlehem Pike		Flourtown	PA	19031	19031-2028	Montgomery County	2301	117371A	Upper
Staffed Branch (1)	1	Glastonbury Main Street Drive-Thru Branch	105 Welles St		Glastonbury	CT	06033	06033-4815	Hartford County	318	118402A	Middle
Staffed Branch (1)	1	Harmony Road Branch	207 Harmony Rd		Middletown	NJ	07748	07748-1714	Monmouth County	1934	117362A	Middle
Staffed Branch (1)	1	Roosevelt Boulevard Branch	2520 Grant Ave		Philadelphia	PA	19114	19114-2201	Philadelphia County	2306	117294A	Middle
Staffed Branch (1)	1	Bensalem Mulmville Branch	3933 Mulmville Rd		Bensalem	PA	19020	19020-3824	Bucks County	2264	117345A	Middle
Staffed Branch (1)	1	Bensalem/Steele Road Branch	2751 St Rd		Bensalem	PA	19020	19020-2810	Bucks County	2264	117344A	Low
Staffed Branch (1)	1	Wayne Preaskin Branch	187 Berdan Ave		Wayne	NJ	07470	07470-3216	Passaic County	1937	142700A	Upper
Staffed Branch (1)	1	Gate Parkway Branch	9715 Gate Pkwy N		Jacksonville	FL	32246	32246-8221	Duval County/City of Jacksonville	344	148699A	Middle
Staffed Branch (1)	1	Ocala Branch	2437 SE 17th St		Ocala	FL	34471	34471-9105	Marion County	370	148715A	Upper
Staffed Branch (1)	1	Ocean Township Branch	802 W Park Ave		Ocean	NJ	07712	07712-8527	Monmouth County	1934	117611A	Middle
Staffed Branch (1)	1	Route 273 Branch	82 Christiana Rd		New Castle	DE	19720	19720-3118	New Castle County	327	117636A	Middle
Staffed Branch (1)	1	Quakerbridge Branch	3470 Quakerbridge Rd		Mercerville	NJ	08619	08619-1204	Mercer County	1932	114462A	Middle
Staffed Branch (1)	1	Springfield Na Branch	540 Morris Ave		Springfield	NJ	07081	07081-1017	Union County	1941	117376A	Middle
Staffed Branch (1)	1	East Hanover Branch	50 River Rd		East Hanover	NJ	07936	07936-3536	Morris County	1935	118337A	Upper
Staffed Branch (1)	1	Levittown Branch	624 S Oxford Valley Rd		Fairless Hills	PA	19030	19030-3902	Bucks County	2264	114931A	Middle
Staffed Branch (1)	1	Aston Branch	5025 Pennell Rd		Aston	PA	19014	19014-1869	Delaware County	2278	117911A	Upper
Staffed Branch (1)	1	Ashville Branch	220 College St		Ashville	NC	28801	28801-3005	Ivanhoe County	1676	148742A	Upper
Staffed Branch (1)	1	Monroe Branch	162 Proquest Plains Rd		Monroe Township	NJ	08831	08831-3714	Middlesex County	1933	115010A	Moderate
Staffed Branch (1)	1	Woodbridge, NJ Branch	900 Saint George Ave		Woodbridge	NJ	07095	07095-2520	Middlesex County	1933	117570A	Middle
Staffed Branch (1)	1	Rahway Branch	1071 Saint Georges Ave		Rahway	NJ	07065	07065-2660	Union County	1941	117912A	Middle
Staffed Branch (1)	1	Aberdeen Branch	1045 Hwy 34		Aberdeen	NJ	07747	07747-2195	Monmouth County	1934	114456A	Upper
Staffed Branch (1)	1	Franklin Lakes Branch	768 Franklin Ave		Franklin Lakes	NJ	07417	07417-1335	Bergen County	1923	142669A	Upper
Staffed Branch (1)	1	Maywood Branch	560 Maywood Ave		Maywood	NJ	07607	07607-1315	Bergen County	1923	142681A	Upper
Staffed Branch (1)	1	Boynton Beach/Woolbright Store Branch	578 E Woolbright Rd		Boynton Beach	FL	33435	33435-6033	Palm Beach County	379	148716A	Moderate
Staffed Branch (1)	1	Winter Garden Branch	12200 W Colonial Dr		Winter Garden	FL	34787	34787-4125	Orange County	377	148738A	Middle
Staffed Branch (1)	1	Willow Grove Branch	2900 W Moreland Rd		Willow Grove	PA	19090	19090-3051	Montgomery County	2301	113712A	Middle
Staffed Branch (1)	1	Derry Branch	35 Manchester Rd		Derry	NH	03038	03038-3064	Rockingham County	1919	121104A	Middle
Staffed Branch (1)	1	Tega Cay Branch	100 Stone Village Dr		Fort Mill	SC	29708	29708-6479	York County	2451	148801A	Upper
Staffed Branch (1)	1	St. Augustine/Lewis Point Branch	2501 US 1 S		Saint Augustine	FL	32086	32086-6195	St. Johns County	384	146242A	Middle
Staffed Branch (1)	1	Woburn On Marlboro Branch	280 Marlboro Ave		Woburn	MA	01881	01881-4850	Middlesex County	1196	129349A	Middle
Staffed Branch (1)	1	Governors Square Branch	11001 E Songsmith Dr		Beasr	DE	19701	19701-1194	New Castle County	327	118734A	Middle
Staffed Branch (1)	1	Woodhaven Road Branch	3930 Woodhaven Rd		Philadelphia	PA	19154	19154-2834	Philadelphia County	2306	118082A	Upper
Staffed Branch (1)	1	Talleyville Branch	4010 Concord Pike		Wilmington	DE	19803	19803-1718	New Castle County	327	116785A	Upper
Staffed Branch (1)	1	Summit Branch	27 Summit Ave		Summit	NJ	07901	07901-3545	Union County	1941	117293A	Upper
Staffed Branch (1)	1	Bridgewater Branch	452 Union Ave		Bridgewater	NJ	08807	08807-3171	Somerset County	1939	117365A	Middle
Staffed Branch (1)	1	Randolph Branch	535 Rt 10		Randolph	NJ	07869	07869-2010	Morris County	1935	118336A	Upper
Staffed Branch (1)	1	Galloway Branch	347 E Jimmie Leeds Rd		Galloway	NJ	08205	08205-4119	Atlantic County	1922	118700A	Upper
Staffed Branch (1)	1	Haddon Heights Branch	500 White Horse Pike		Haddon Heights	NJ	08035	08035-1720	Camden County	1925	115767A	Upper
Staffed Branch (1)	1	Mount Olive Branch	56 Flanders Bartley Rd		Flanders	NJ	07836	07836-4730	Morris County	1935	118699A	Upper
Staffed Branch (1)	1	Mandarin Branch	10304 San Jose Blvd		Jacksonville	FL	32257	32257-6205	Duval County/City of Jacksonville	344	148694A	Upper
Staffed Branch (1)	1	Winter Haven Branch	901 Cypress Gardens Blvd		Winter Haven	FL	33880	33880-4637	Polk County	382	119776A	Upper
Staffed Branch (1)	1	New Britain, PA Branch	489 W Butler Ave		Chalfont	PA	18914	18914-2227	Bucks County	2264	107086A	Middle
Staffed Branch (1)	1	Faasterville Branch	701 E Street Rd		Faasterville	PA	19053	19053-7700	Bucks County	2264	120011A	Middle
Staffed Branch (1)	1	Warwick, PA Branch	2155 York Rd		Jamison	PA	18929	18929-1881	Bucks County	2264	117629A	Middle
Staffed Branch (1)	1	Morris Plains Branch	324 Speedwell Ave		Morris Plains	NJ	07950	07950-2124	Morris County	1935	118471A	Upper
Staffed Branch (1)	1	Ranococas Branch	980 Ranococas Rd		Mount Holly	NJ	08060	08060-5615	Burlington County	1924	120618A	Upper
Staffed Branch (1)	1	Upper Southampton Branch	1110 Street Rd		Southampton	PA	18966	18966-4229	Bucks County	2264	120163A	Middle
Staffed Branch (1)	1	Newtown North Branch	1 West Rd		Newtown	PA	18940	18940-4300	Bucks County	2264	117910A	Upper
Staffed Branch (1)	1	Howell Branch	4280 US Hwy 9		Howell	NJ	07731	07731-3352	Monmouth County	1934	118081A	Upper
Staffed Branch (1)	1	Eatontown Branch	175 Wyckoff Rd		Eatontown	NJ	07724	07724-1868	Monmouth County	1934	117612A	Low
Staffed Branch (1)	1	Fanwood Branch	580 North Ave		Fanwood	NJ	07023	07023-1322	Union County	1941	120528A	Upper
Staffed Branch (1)	1	Chatham, NJ Branch	425 Main St		Chatham	NJ	07928	07928-2105	Morris County	1935	120412A	Upper
Staffed Branch (1)	1	Clark Branch	1010 Raritan Rd		Clark	NJ	07066	07066-1307	Union County	1941	120619A	Middle
Staffed Branch (1)	1	West Chester Branch	701 E Market St		West Chester	PA	19382	19382-4538	Chester County	2270	133474A	Middle
Staffed Branch (1)	1	Medade Mail Branch	2600 Medade Blvd		Holmes	PA	19043	19043-3300	Delaware County	2278	111617A	Upper
Staffed Branch (1)	1	Apollo Beach Branch	8178 N US Hwy 41		Apollo Beach	FL	33572	33572-1806	Hillsborough County	357	148875A	Moderate
Staffed Branch (1)	1	Sevens Springs Branch	8928 Old Country Rd 54		New Port Richey	FL	34653	34653-6425	Pasco County	380	148712A	Middle
Staffed Branch (1)	1	Lake Worth Road Branch	5899 Lake Worth Rd		Greenacres	FL	33463	33463-3209	Palm Beach County	379	132993A	Moderate
Staffed Branch (1)	1	Cape May Court House Branch	409 N Route 9		Cape May Court House	NJ	08210	08210-1960	Cape May County	1926	119161A	Middle
Staffed Branch (1)	1	Pompton Lakes Branch	1 Wanage Ave		Pompton Lakes	NJ	07442	07442-2023	Passaic County	1937	142694A	Upper
Staffed Branch (1)	1	Fairfield Branch	438 Hollywood Ave		Fairfield	NJ	07004	07004-2428	Essex County	1928	142666A	Upper
Staffed Branch (1)	1	Weaverville Branch	150 Weaver Blvd		Weaverville	NC	28787	28787-8345	Buncombe County	1676	148763A	Middle
Staffed Branch (1)	1	Nutley (Franklin Ave) Branch	277 Franklin Ave		Nutley	NJ	07110	07110-2712	Essex County	1928	135503A	Middle
Staffed Branch (1)	1	Cranford Branch	465 South Ave E		Cranford	NJ	07016	07016-3201	Union County	1941	120785A	Upper
Staffed Branch (1)	1	Warminster Branch	450 York Rd		Warminster	PA	18974	18974-4509	Bucks County	2264	120215A	Middle

TD BANK, N.A. BRANCHES
(As of March 5, 2022)

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	South Broad Branch	2201 S Broad St		Philadelphia	PA	19148	19148-2916	Philadelphia County	2306	12084A	Middle
Staffed Branch (1)	1	South Plainfield Branch	2473 Plainfield		South Plainfield	NJ	07080	07080-3530	Middlesex County	1933	120143A	Middle
Staffed Branch (1)	1	Vineland Branch	3850 S Delesia Dr		Vineland	NJ	08360	08360-7464	Cumberland County	1927	12143A	Middle
Staffed Branch (1)	1	King Of Prussia Branch	100 E Dekalb Pike		King Of Prussia	PA	19406	19406-2115	Montgomery County	2301	120843A	Middle
Staffed Branch (1)	1	Royersford Branch	991 S Township Line Rd		Royersford	PA	19468	19468-1823	Montgomery County	2301	121956A	Middle
Staffed Branch (1)	1	64th & Third Avenue Branch	1110 3rd Ave		New York	NY	10065	10065-6606	New York County	2023	121065A	Upper
Staffed Branch (1)	1	Chadds Ford Branch	214 Wilmington W Chester Pike		Chadds Ford	PA	19017	19017-9038	Delaware County	2278	120554A	Upper
Staffed Branch (1)	1	North Wickham Road Branch	4551 N Wickham Rd		Milbourne	FL	32935	32935-7101	Brevard County	3233	121692A	Upper
Staffed Branch (1)	1	Fair Lawn Branch	1403 Saddle River Rd		Fair Lawn	NJ	07410	07410-5925	Bergen County	1933	142667A	Upper
Staffed Branch (1)	1	Metuchen Branch	70 Middlesex Ave		Metuchen	NJ	08840	08840-1118	Middlesex County	1923	121460A	Upper
Staffed Branch (1)	1	Franklin/Beekman Branch	3221 Route 27		Franklin Park	NJ	08823	08823	Somerset County	1939	121461A	Middle
Staffed Branch (1)	1	Willingboro Branch	13 Levitt Pkwy		Willingboro	NJ	08046	08046-1436	Burlington County	1924	12144A	Moderate
Staffed Branch (1)	1	43rd & 3rd Branch	685 3rd Ave		New York	NY	10017	10017-4024	New York County	2023	122041A	Upper
Staffed Branch (1)	1	Garden City Branch	855 Franklin Ave		Garden City	NY	11530	11530-4548	Nassau County	2022	12229A	Upper
Staffed Branch (1)	1	Massapequa Branch	4126 Merrick Rd		Massapequa	NY	11758	11758-6013	Nassau County	2022	12204A	Moderate
Staffed Branch (1)	1	Patchogue Branch	251 E Main St		Patchogue	NY	11772	11772-3105	Suffolk County	2044	121982A	Moderate
Staffed Branch (1)	1	Farmingville Branch	949 Horseblock Rd		Farmingville	NY	11738	11738-1228	Suffolk County	2044	121981A	Middle
Staffed Branch (1)	1	St Lucie West Branch	1660 SW Saint Lucie W Blvd		Port Saint Lucie	FL	34986	34986-2107	St. Lucie County	385	122418A	Middle
Staffed Branch (1)	1	Naples Branch	2300 N 68th		Naples	NY	07753	07753-4862	Monmouth County	1934	122331A	Moderate
Staffed Branch (1)	1	Wyckoff Branch	8 Wyckoff Ave		Wyckoff	NJ	07481	07481-3121	Bergen County	1923	142704A	Upper
Staffed Branch (1)	1	Lake Placid Branch	1 US 27 N 621 E		Lake Placid	FL	32852	32852	Highlands County	1956	123355A	Middle
Staffed Branch (1)	1	Indian Harbor Beach Branch	325 E Eau Gallie Blvd		Satellite Beach	FL	32937	32937-4836	Brevard County	333	123352A	Middle
Staffed Branch (1)	1	DeLand Branch	351 E New York Ave		DeLand	FL	32724	32724-5509	Volusia County	393	123456A	Moderate
Staffed Branch (1)	1	Mount Laurel/Ark Road Branch	201 Ark Rd		Mount Laurel	NJ	08054	08054-6310	Burlington County	1924	120875A	Upper
Staffed Branch (1)	1	Deptford Branch	1470 Clements Bridge Rd		Woodbury	NJ	08096	08096-3006	Gloucester County	1929	121599A	Upper
Staffed Branch (1)	1	85th and Third Avenue Branch	1504 3rd Ave		New York	NY	10028	10028-2102	New York County	2023	12228A	Upper
Staffed Branch (1)	1	Hygeia Branch	101 Hygeia Dr		Newark	DE	19713	19713-2048	New Castle County	327	123849A	Middle
Staffed Branch (1)	1	Old Bridge Branch	3024 Rt 516		Old Bridge	NJ	08857	08857-2369	Middlesex County	1933	118967A	Moderate
Staffed Branch (1)	1	Society Hill Branch	200 Lombard St		Philadelphia	PA	19147	19147-1605	Philadelphia County	2306	123383A	Upper
Staffed Branch (1)	1	Spring Lake Heights Branch	555 Warren Ave		Spring Lake	NJ	07762	07762-2054	Monmouth County	1934	122328A	Middle
Staffed Branch (1)	1	New Brunswick Branch	70 Bayard St		New Brunswick	NJ	08901	08901-2113	Middlesex County	1933	124012A	Low
Staffed Branch (1)	1	118th & Broadway Branch	3821 W Lincoln Hwy		Dowlingtown	PA	11935	11935-2216	Chester County	2270	123010A	Moderate
Staffed Branch (1)	1	Conshohocken Branch	502 W Ridge Pike		Conshohocken	PA	19428	19428-1225	Montgomery County	2301	124177A	Moderate
Staffed Branch (1)	1	Lionville Branch	553 W Uwchlan Ave		Exton	PA	19341	19341-1563	Chester County	2270	124177A	Upper
Staffed Branch (1)	1	East Brunswick Branch	765 Rt 18		East Brunswick	NJ	08816	08816-4904	Middlesex County	1933	120409A	Middle
Staffed Branch (1)	1	Bloomfield Branch	1476 Broad St		Bloomfield	NJ	07003	07003-3026	Essex County	1928	142659A	Upper
Staffed Branch (1)	1	Nutley Branch	575 Kingstand St		Nutley	NJ	07110	07110-1052	Essex County	1928	142687A	Upper
Staffed Branch (1)	1	Paramus Mall Branch	102 S Paramus Rd		Paramus	NJ	07652	07652-1233	Bergen County	1923	102690A	Upper
Staffed Branch (1)	1	Brookline, Ma Branch	1641 Beacon St		Brookline	MA	02445	02445-4505	Norfolk County	1198	121338A	Upper
Staffed Branch (1)	1	Park Avenue Branch	295 Park Ave		Worcester	MA	01609	01609-1846	Worcester County	1201	105083A	Low
Staffed Branch (1)	1	94th and Broadway Branch	2521 Broadway		New York	NY	10025	10025-6947	New York County	2023	120812A	Upper
Staffed Branch (1)	1	Morganton Branch	401 S Sterling St		Morganton	NC	28655	28655-3572	Burke County	1677	148757A	Middle
Staffed Branch (1)	1	Skyland Branch	1680 Hendersonville Rd		Asheville	NC	28803	28803-2399	Buncombe County	1676	148741A	Upper
Staffed Branch (1)	1	17th & Broadway Branch	2109 Broadway		New York	NY	10023	10023-2106	New York County	2023	121640A	Upper
Staffed Branch (1)	1	East Windsor Branch	74 Princeton/Hightstown Rd		East Windsor	NJ	08520	08520-1894	Mercer County	1952	122329A	Moderate
Staffed Branch (1)	1	Union Branch	2265 Morris Ave		Union	NJ	07093	07093-5910	Union County	1941	122330A	Middle
Staffed Branch (1)	1	East Northport Branch	517 Larkfield Rd		East Northport	NY	11731	11731-4208	Suffolk County	2044	123927A	Middle
Staffed Branch (1)	1	31st & Park Branch	460 Park Ave S		New York	NY	10016	10016-7315	New York County	2023	314542A	Upper
Staffed Branch (1)	1	77th and 2nd Branch	1470 2nd Ave		New York	NY	10075	10075-2203	New York County	2023	123850A	Upper
Staffed Branch (1)	1	West Caldwell Branch	600 Passaic Ave		West Caldwell	NJ	07006	07006-6706	Essex County	1928	142701A	Upper
Staffed Branch (1)	1	Fort Lee Branch	1400 Palisade Ave		Fort Lee	NJ	07024	07024-5211	Bergen County	1923	142668A	Upper
Staffed Branch (1)	1	Budd Lake Branch	392 Rt 46 W		Hackettstown	NJ	07840	07840-4950	Morris County	1935	123070A	Upper
Staffed Branch (1)	1	68th and Broadway Branch	1995 Broadway		New York	NY	10023	10023-5882	New York County	2023	123851A	Upper
Staffed Branch (1)	1	Red Lion Branch	9996 Haldeman Ave		Philadelphia	PA	19115	19115-1727	Philadelphia County	2306	124015A	Upper
Staffed Branch (1)	1	Hillsborough Branch	380 Route 206		Hillsborough	NJ	08844	08844-4636	Somerset County	1939	121458A	Middle
Staffed Branch (1)	1	Pearl River Branch	106 E Central Ave		Pearl River	NY	10965	10965-2325	Rockland County	2036	123853A	Upper
Staffed Branch (1)	1	Massapequa East Branch	855 Merrick Rd		Massapequa	NY	11758	11758-6215	Nassau County	2022	124059A	Moderate
Staffed Branch (1)	1	Long Beach Branch	550 Long Beach Blvd		Long Beach	NY	11561	11561-2335	Nassau County	2022	124124A	Middle
Staffed Branch (1)	1	Frankford Avenue Branch	6635 Frankford Ave		Philadelphia	PA	19135	19135-2541	Philadelphia County	2306	124014A	Middle
Staffed Branch (1)	1	Trenton Branch	50 E State St		Trenton	NJ	08608	08608-1715	Mercer County	1912	124178A	Moderate
Staffed Branch (1)	1	Sheepshead Bay Branch	2700 Coney Island Ave		Brooklyn	NY	11235	11235-5006	Kings County	2016	124123A	Middle
Staffed Branch (1)	1	Merrick Branch	2260 Merrick Rd		Merrick	NY	11566	11566-4739	Nassau County	2022	124136A	Upper
Staffed Branch (1)	1	14th and 5th Branch	90 5th Ave		New York	NY	10011	10011-7629	New York County	2023	122040A	Upper
Staffed Branch (1)	1	Upper Darby Branch	2200 Garnett Rd		Drexel Hill	PA	19026	19026-1132	Delaware County	2278	124122A	Upper
Staffed Branch (1)	1	Havertown Branch	120 W Eagle Rd		Havertown	PA	19083	19083-1110	Delaware County	2278	124142A	Upper
Staffed Branch (1)	1	Edison/Stony Road Branch	1906 Lincoln Hwy		Edison	NJ	08817	08817-3213	Middlesex County	1923	122416A	Middle
Staffed Branch (1)	1	Astoria Branch	3104 Ditmars Blvd		Astoria	NY	11105	11105-2306	Queens County	2033	123632A	Middle
Staffed Branch (1)	1	Floral Park Branch	372 Jericho Tpke		Floral Park	NY	11001	11001-2235	Nassau County	2022	123857A	Middle
Staffed Branch (1)	1	Scooch Plains Branch	245 Park Ave		Scooch Plains	NJ	07076	07076-1986	Union County	1941	124214A	Middle
Staffed Branch (1)	1	East Meadow Branch	2549 Hempstead Tpke		East Meadow	NY	11554	11554-2135	Nassau County	2022	124204A	Middle
Staffed Branch (1)	1	East Vineland Branch	1167 E Chestnut Ave		Vineland	NJ	08360	08360-5001	Cumberland County	2022	124215A	Middle
Staffed Branch (1)	1	Hatboro Branch	256 S York Rd		Hatboro	PA	19040	19040-3328	Montgomery County	2301	124062A	Middle
Staffed Branch (1)	1	Middle Village Branch	7955 Metropolitan Ave		Middle Village	NY	11379	11379-2938	Queens County	2033	124033A	Upper
Staffed Branch (1)	1	Caesar's Bay Branch	1630 Shore Pkwy		Brooklyn	NY	11214	11214-6404	Kings County	2016	124421A	Middle
Staffed Branch (1)	1	Ridley Branch	131 MacDade Blvd		Folsom	PA	19033	19033-2809	Delaware County	2278	124212A	Upper
Staffed Branch (1)	1	Quakertown Branch	49 N West End Blvd		Quakertown	PA	18951	18951-1133	Bucks County	2264	124904A	Moderate
Staffed Branch (1)	1	Berkeley Heights Branch	331 Springfield Ave		Berkeley Heights	NJ	07822	07822-1262	Union County	1941	122308A	Upper
Staffed Branch (1)	1	Parsippany Branch	9 Waterview Blvd		Parsippany	NJ	07054	07054-1219	Morris County	1935	123382A	Middle
Staffed Branch (1)	1	Brooklyn Heights Branch	211 Montague St		Brooklyn	NY	11201	11201-3602	Kings County	2016	123071A	Upper
Staffed Branch (1)	1	Hicksville Branch	225 N Broadway		Hicksville	NY	11801	11801-2900	Nassau County	2022	123858A	Moderate
Staffed Branch (1)	1	Avenue U Branch	1632 Ave U		Brooklyn	NY	11229	11229-3810	Kings County	2016	124154A	Moderate
Staffed Branch (1)	1	Oceanside Branch	247 Long Beach Rd		Oceanside	NY	11572	11572-2225	Nassau County	2022	124214A	Middle
Staffed Branch (1)	1	South Lakeland Branch	4400 S Florida Ave		Lakeland	FL	33813	33813-2118	Polk County	382	12539A	Upper
Drive-in (2)	2	Marlboro Branch	46 Route 520		Englishtown	NY	07726	07726-8217	Monmouth County	1934	121021A	Upper
Staffed Branch (1)	1	42nd & 9th Times Square Branch	582-586 9th Ave		New York	NY	10036	10036-3701	New York County	2023	123979A	Upper
Staffed Branch (1)	1	White Plains (Mamaroneck) Branch	285 Mamaroneck Ave		White Plains	NY	10605	10605-1439	Westchester County	2052	124901A	Upper
Staffed Branch (1)	1	Oaklyn Branch	1130 White Horse Pike		Oaklyn	NJ	08107	08107-1037	Camden County	1925	124965A	Middle
Staffed Branch (1)	1	Bridgewater Regional Branch	560 Route 22		Bridgewater	NJ	08807	08807-2405	Somerset County	1939	123011A	Upper
Staffed Branch (1)	1	Pine Hills Branch	2 Market Xing		Plymouth	MA	02360	02360-7736	Plymouth County	1199	124718A	Middle
Staffed Branch (1)	1	Pequanock Branch	115 Jackson Ave		Pompton Plains	NJ	07444	07444-1466	Morris County	1935	142693A	Middle
Staffed Branch (1)	1	Corley Mill Road Branch	4320 Sunset Blvd		Lexington	SC	29072	29072-9248	Lexington County	2437	14	

TD BANK, N.A. BRANCHES

(As of March 5, 2022)

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Drive-in (2)	2	West Palm Branch	2130 Centre Park West Dr		West Palm Beach	FL	33409	33409-6411	Palm Beach County	379	132990A	Moderate
Staffed Branch (1)	1	Delray Beach Branch	4975 Linton Blvd		Delray Beach	FL	33445	33445-6609	Palm Beach County	379	132994A	Moderate
Staffed Branch (1)	1	Rutherfordton Branch	340 Charlotte St		Rutherfordton	NC	28139	28139-2916	Rutherford County	1746	148758A	Middle
Staffed Branch (1)	1	West Orange Branch	425 Pleasant Valley Way		West Orange	NJ	07052	07052-2919	Essex County	1928	142702A	Upper
Staffed Branch (1)	1	Wall Branch	1840 Old Mill Rd		Wall	NJ	07719	07719-3814	Monmouth County	1934	122037A	Middle
Staffed Branch (1)	1	Kings Highway (Brooklyn) Branch	1122-1126 Kings Hwy		Brooklyn	NY	11229	11229-1001	Kings	2016	124179A	Moderate
Staffed Branch (1)	1	Prospect Park Branch	210-212 Prospect Park SW		Brooklyn	NY	11218	11218-5265	Kings	2016	124180A	Upper
Staffed Branch (1)	1	Astoria-Stearway Branch	3190 Stearway St		Astoria	NY	11103	11103-3909	Queens	2033	124587A	Middle
Staffed Branch (1)	1	Commack Branch	6190 Jericho Tpke		Commack	NY	11725	11725-2813	Suffolk County	2044	124721A	Middle
Staffed Branch (1)	1	Staten Island/Hylan Branch	1540 Hylan Blvd		Staten Island	NY	10305	10305-1924	Richmond	2035	125105A	Middle
Staffed Branch (1)	1	Horsham Branch	929 Horsham Rd		Horsham	PA	19044	19044-1210	Montgomery County	2301	123926A	Middle
Staffed Branch (1)	1	Princeton Branch	883 State Rd		Princeton	NJ	08540	08540-1436	Mercer County	1922	120616A	Upper
Staffed Branch (1)	1	Plainview Branch	500 Old Country Rd		Plainview	NY	11803	11803-4904	Nassau County	2022	124713A	Middle
Staffed Branch (1)	1	Boca Federal Branch	2301 N Federal Hwy		Boca Raton	FL	33431	33431-7711	Palm Beach County	379	137038A	Moderate
Staffed Branch (1)	1	Staten Island/Richmond Branch	1837 Richmond Ave		Staten Island	NY	10314	10314-3909	Richmond	2035	124390A	Upper
Staffed Branch (1)	1	Westbury Branch	6060 Brush Hollow Rd		Westbury	NY	11590	11590-1702	Nassau County	2022	124720A	Upper
Staffed Branch (1)	1	Bergenfield Branch	126 N Washington Ave		Bergenfield	NJ	07621	07621-1738	Bergen County	1923	142658A	Middle
Staffed Branch (1)	1	Clifton Branch	1188 Clifton Ave		Clifton	NJ	07013	07013-3622	Passaic County	1937	142650A	Upper
Staffed Branch (1)	1	Brancohurst Branch	2173 88th St		Brooklyn	NY	11214	11214-3265	Kings	2016	124698A	Middle
Staffed Branch (1)	1	Skipack Branch	4309 Skipack Pike		Skipack	PA	19473	19473-2031	Montgomery County	2301	124055A	Upper
Staffed Branch (1)	1	Westtown Branch	1159 Wilmington Pike		West Chester	PA	19382	19382-7217	Chester County	2270	124173A	Upper
Staffed Branch (1)	1	Glen Rock Branch	23-40 Maple Ave		Fair Lawn	NJ	07410	07410-1583	Bergen County	1923	142644A	Upper
Staffed Branch (1)	1	East Brunswick/Rydens Lane Branch	286 Milltown Rd		East Brunswick	NJ	08816	08816-2256	Middlesex County	1933	124315A	Upper
Staffed Branch (1)	1	Auburndale Branch	19641 Northern Blvd		Flushing	NY	11358	11358-3036	Queens	2033	124712A	Middle
Staffed Branch (1)	1	Forest Hills/Queens Boulevard Branch	108-36/50 Queens Blvd		Forest Hills	NY	11375	11375	Queens	2033	125945A	Upper
Staffed Branch (1)	1	New Hyde Park Branch	110 Hillside Ave		New Hyde Park	NY	11040	11040-2508	Nassau County	2022	126077A	Middle
Staffed Branch (1)	1	36Th & 7Th Branch	469 7th Ave		New York	NY	10018	10018-7605	New York County	2023	127404A	Upper
Staffed Branch (1)	1	Staten Island/Victory Branch	1818 Victory Blvd		Staten Island	NY	10314	10314-3512	Richmond	2035	126917A	Upper
Staffed Branch (1)	1	Forest Hills/Metropolitan Ave Branch	10110 Metropolitan Ave		Forest Hills	NY	11375	11375-6641	Queens	2033	125774A	Upper
Staffed Branch (1)	1	Edison/Oak Tree Branch	2064 Oak Tree Rd		Edison	NJ	08820	08820-2012	Middlesex County	1933	121128A	Upper
Staffed Branch (1)	1	Fordham Road Branch	640 E Fordham Rd		Bronx	NY	10458	10458-5019	Bronx	1995	124652A	Low
Staffed Branch (1)	1	Suffern Branch	61 Rt 89		Suffern	NY	11091	11091-4096	Rockland County	2036	133394A	Upper
Staffed Branch (1)	1	Bathpage Branch	145 Stewart Ave		Bathpage	NY	11714	11714-5317	Nassau County	2022	134559A	Middle
Drive-in (2)	2	Broad and Sansom Branch	121 S Broad St		Philadelphia	PA	19107	19107-4533	Philadelphia County	2306	123457A	Upper
Staffed Branch (1)	1	Harleysville Branch	325 Main St		Harleysville	PA	19438	19438-2419	Montgomery County	2301	124719A	Middle
Staffed Branch (1)	1	Greer Branch	516 W Wade Hampton Blvd		Greer	SC	29650	29650-1445	Greenville County	2428	148811A	Upper
Staffed Branch (1)	1	Fairview Road Branch	640 Fairview Rd		Simpsonville	SC	29680	29680-6708	Greenville County	2428	148840A	Middle
Staffed Branch (1)	1	Livingston Branch	185 S Livingston Ave		Livingston	NJ	07039	07039-4001	Essex County	1928	142678A	Upper
Staffed Branch (1)	1	Rockaway Branch	328 Mount Hope Ave		Dover	NJ	07801	07801-1808	Morris County	1935		Middle
Staffed Branch (1)	1	125th Street/Harlem Branch	300 W 125th St		New York	NY	10027	10027-3606	New York County	2023	126822A	Middle
Staffed Branch (1)	1	Queens/Ridgewood Branch	6266 Fresh Pond Rd		Ridgewood	NY	11385	11385-2622	Queens	2033	126927A	Middle
Staffed Branch (1)	1	43rd & 6th Branch	1120 Ave of the Americas		New York	NY	10036	10036-6700	New York County	2023	124539A	Upper
Staffed Branch (1)	1	Old Bridge Route 9 Branch	1398 Hwy 9 N		Old Bridge	NJ	08857	08857-2961	Middlesex County	1933	125771A	Moderate
Staffed Branch (1)	1	Roselle Branch	37 Saint George Ave		Roselle	NJ	07203	07203-2916	Union County	1941	125773A	Middle
Staffed Branch (1)	1	Union Chestnut Branch	570 Chestnut St		Union	NJ	07068	07068-9314	Union County	1941	124851A	Middle
Staffed Branch (1)	1	Huntington Station Branch	1040 E Jericho Tpke		Huntington Station	NY	11746	11746-7510	Suffolk County	2044	155708A	Middle
Staffed Branch (1)	1	Mamaroneck Branch	1521 E Boston Post Rd		Mamaroneck	NY	10543	10543-4243	Westchester County	2052	127049A	Upper
Staffed Branch (1)	1	Pennsauken Branch	4920 N Crescent Blvd		Pennsauken	NJ	08109	08109-2130	Camden County	1925	127050A	Middle
Staffed Branch (1)	1	Mount Kisco Branch	193 E Main St		Mount Kisco	NY	10549	10549-2924	Westchester County	2052	127054A	Moderate
Staffed Branch (1)	1	Port Chester Branch	250 Boston Post Rd		Port Chester	NY	10573	10573-4702	Westchester County	2052	127470A	Moderate
Staffed Branch (1)	1	15th & JFK Branch	1500 John F Kennedy Blvd		Philadelphia	PA	19102	19102-1710	Philadelphia County	2306	128642A	Upper
Staffed Branch (1)	1	Dover Branch	758 N DuPont Hwy		Dover	DE	19901	19901-3939	Kent County	326	128534A	Upper
Staffed Branch (1)	1	Stony Point Branch	82 S Liberty Dr		Stony Point	NY	10980	10980-2413	Rockland County	2036	127715A	Upper
Staffed Branch (1)	1	Hazlet Branch	16 Bethany Rd		Hazlet	NJ	07730	07730-1607	Monmouth County	1934	128175A	Middle
Staffed Branch (1)	1	Roxbury Branch	240 Route 10		Succasunna	NJ	07876	07876-1308	Morris County	1935	125342A	Upper
Staffed Branch (1)	1	Jackson Heights/Downtown Branch	7314 37th Ave		Jackson Heights	NY	11372	11372-6327	Queens	2033	129234A	Middle
Staffed Branch (1)	1	Hoboken Branch	47 Newark St		Hoboken	NJ	07030	07030-5804	Hudson County	1930	142675A	Upper
Staffed Branch (1)	1	Hackensack/Ci House Branch	111 River St		Hackensack	NJ	07601	07601-7111	Hudson County	1923	143471A	Moderate
Staffed Branch (1)	1	Manassas/Digges Road Branch	8401 Digges Rd		Manassas	VA	20110	20110-8307	Stafford County	3012	129163A	Moderate
Staffed Branch (1)	1	Hatfield Branch	1500 Cowpath Rd		Hatfield	PA	19440	19440-3101	Montgomery County	2030	124032A	Middle
Staffed Branch (1)	1	Wildwood Branch	340 W Rio Grande Ave		Wildwood	NJ	08260	08260-1522	Cape May County	1926	131058A	Moderate
Staffed Branch (1)	1	Hauppauge Branch	425 Rt 347		Hauppauge	NY	11788	11788-2517	Suffolk County	2044	128535A	Middle
Staffed Branch (1)	1	Wellington Branch	12280 South Shore Blvd		West Palm Beach	FL	33414	33414-6388	Palm Beach County	379	132212A	Middle
Staffed Branch (1)	1	Chinatown Branch	155 Canal St		New York	NY	10013	10013-4511	New York County	2023	125238A	Moderate
Staffed Branch (1)	1	Eustis Branch	2601 S Bay St		Eustis	FL	32726	32726-6366	Lake County	363	132225A	Upper
Staffed Branch (1)	1	DuPont Circle Branch	1753 Connecticut Ave NW		Washington	DC	20009	20009-1108	District Of Columbia	325	129364A	Upper
Staffed Branch (1)	1	Ridgewood-Downtown Branch	5801 Myrtle Ave		Ridgewood	NY	11385	11385-5037	Queens	2033	132623A	Moderate
Staffed Branch (1)	1	North Palm Beach Branch	318 Northlake Blvd		North Palm Beach	FL	33408	33408-5421	Palm Beach County	379	132991A	Middle
Staffed Branch (1)	1	Dwyer Heights Branch	1301 65th St		Brooklyn	NY	11219	11219-5917	Kings	2016	132637A	Middle
Staffed Branch (1)	1	Bethlehem Branch	2712 Easton Ave		Bethlehem	PA	18017	18017-4202	Northampton County	2303	129371A	Middle
Staffed Branch (1)	1	Montclair Branch	233 Bloomfield Ave		Montclair	NJ	07042	07042-3647	Essex County	1928	142682A	Moderate
Staffed Branch (1)	1	Wayne Valley Road Branch	281 Valley Rd		Wayne	NJ	07470	07470-3950	Passaic County	1937	142699A	Upper
Staffed Branch (1)	1	Piscataway Regional Branch	1060 Stetson Rd # 1068		Piscataway	NJ	08854	08854-4316	Middlesex County	1933	124541A	Middle
Staffed Branch (1)	1	Montgomeryville Branch	918 Bethlehem Pike		Montgomeryville	PA	18936	18936-9603	Montgomery County	2301	132968A	Middle
Staffed Branch (1)	1	Pacoli Branch	131 W Lancaster Ave		Pacoli	PA	19301	19301-1740	Chester County	2270	132966A	Middle
Staffed Branch (1)	1	42nd & Park Branch	125 Park Ave		New York	NY	10017	10017-5529	New York County	2023	128536A	Upper
Staffed Branch (1)	1	Norwalk Main Avenue Branch	380 Main Ave		Norwalk	CT	06851	06851-1553	Fairfield County	317	129372A	Middle
Drive-in (2)	2	Lower Macungie Branch	5980 Hamilton Blvd		Allentown	PA	18106	18106-9795	Lehigh County	2294	129428A	Upper
Staffed Branch (1)	1	109th And Broadway Branch	2831 Broadway		New York	NY	10025	10025-2245	New York County	2023	120812A	Upper
Staffed Branch (1)	1	Secaucus Branch	1262 Patterson Plank Rd		Secaucus	NJ	07094	07094-3227	Hudson County	1930	142674A	Upper
Staffed Branch (1)	1	Fairfield/Black Rock Tmpk Branch	1715 Black Rock Turnpike		Fairfield	CT	06825	06825-4247	Fairfield County	317	129368A	Middle
Staffed Branch (1)	1	Farmingdale II Branch	90 Broadhollow Rd		Farmingdale	NY	11735	11735-4901	Suffolk County	2044	133648A	Middle
Staffed Branch (1)	1	Smithtown Branch	714 Smithtown Bypass		Smithtown	NY	11787	11787-5004	Suffolk County	2044	138588A	Middle
Staffed Branch (1)	1	Mineola Branch	540 Jericho Tpke		Mineola	NY	11501	11501-1104	Nassau County	2022	128967A	Middle
Staffed Branch (1)	1	Exton Branch	180 E Lincoln Hwy		Exton	PA	19341	19341-2724	Chester County	2270	129761A	Middle
Staffed Branch (1)	1	Staten Island-Etlingville Branch	4401 Amboy Dr		Staten Island	NY	10312	10312-3857	Richmond	2035	129762A	Upper
Staffed Branch (1)	1	Staten Island-Huguenot Branch	929 Huguenot Ave		Staten Island	NY	10312	10312-4312	Richmond	2035	129762A	Upper
Staffed Branch (1)	1	Langhorne Branch	2040 E Lincoln Hwy		Langhorne	PA	19047	19047-3036	Bucks County	2264	132315A	Middle
Staffed Branch (1)	1	Farmingdale Branch	2025 Broadhollow Rd		Farmingdale	NY	11735	11735-1412	Suffolk County	2044	132507A	Middle
Staffed Branch (1)	1	Norwood Branch	435 Livingston St		Norwood	NJ	07648	07648-1311	Bergen County	1923	142686A	Upper
Staffed Branch (1)	1	Clifton/Downtown Branch	276 Clifton Ave		Clifton	NJ	07					

TD BANK, N.A. BRANCHES
(As of March 5, 2022)

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Clinton Branch	8912 Woodyard Rd		Clinton	MD	20735	20735-4204	Prince George's County	1217	133568A	Middle
Staffed Branch (1)	1	New Carrollton, Md Branch	8211 Annapolis		Hyattsville	MD	20784	20784-3016	Prince George's County	1217	133569A	Low
Staffed Branch (1)	1	Tyson Corner Branch	2070 Chain Bridge Rd		Vienna	VA	22182	22182-2536	Fairfax County	2924	133826A	Upper
Staffed Branch (1)	1	Seneca Branch	104 Mill Rd		Seneca	SC	29672	29672-2314	Coosue County	2442	148839A	Upper
Staffed Branch (1)	1	North Arlington Branch	454 Ridge Rd		North Arlington	NJ	07031	07031-6316	Bergen County	1923	142685A	Upper
Staffed Branch (1)	1	Westport/Downtown Office Branch	165 Main St		Westport	CT	06880	06880-3204	Fairfield County	317	133858A	Upper
Staffed Branch (1)	1	Stamford Downtown Branch	1625 Summer St		Stamford	CT	06905	06905-1113	Fairfield County	317	138230A	Middle
Staffed Branch (1)	1	Carolina Forest Branch	4100 Postal Way		Myrtle Beach	SC	29579	29579-3287	Horry County	2431	148794A	Middle
Staffed Branch (1)	1	South Tampa	1001 S Dale Mabry Hwy		Tampa	FL	33629	33629-5004	Hillsborough County	357	148731A	Upper
Staffed Branch (1)	1	Whitehouse Branch	350 State Highway 22 W		Whitehouse Station	NJ	08889	08889	Hunterdon County	1931	123314A	Upper
Staffed Branch (1)	1	Manassas/Libertia Branch	9800 Libertia Ave		Manassas	VA	20110	20110-5836	City Of Manassas	3012	129493A	Moderate
Staffed Branch (1)	1	Orley Beach Branch	4000 Rt 37 E		Seaside Heights	NJ	08751	08751-1663	Ocean County	1906	129039A	Moderate
Staffed Branch (1)	1	Augusta Road Branch	2303 Augusta St		Greenville	SC	29605	29605-1744	Greenville County	2428	148808A	Upper
Staffed Branch (1)	1	Port Washington Branch	475 Port Washington Blvd		Port Washington	NY	11050	11050-4290	Nassau County	2022	134059A	Upper
Staffed Branch (1)	1	Greenwich, Ct Branch	3 Pickwick Plz		Greenwich	CT	06830	06830-5538	Fairfield County	317	134063A	Upper
Staffed Branch (1)	1	Lauderhill Branch	7345 W Oakland Park Blvd		Fort Lauderdale	FL	33319	33319-7109	Broward County	334	134067A	Upper
Staffed Branch (1)	1	Deerfield Beach Branch	3325 W Hillsboro Blvd		Deerfield Beach	FL	33442	33442-9423	Broward County	334	134070A	Upper
Staffed Branch (1)	1	Jupiter Store Branch	2301 W Indiantown Rd		Jupiter	FL	33458	33458-5896	Palm Beach County	379	134071A	Upper
Staffed Branch (1)	1	Margate Store Branch	493 N State Rd 7		Margate	FL	33063	33063-4588	Broward County	334	134072A	Moderate
Staffed Branch (1)	1	Radnor Branch	200 N Radnor Chester Rd		Radnor	PA	19087	19087-5106	Delaware County	2278	133966A	Upper
Staffed Branch (1)	1	Mansfield, Ma Branch	280 School St		Mansfield	MA	02048	02048-1841	Bristol County	1190	134192A	Upper
Staffed Branch (1)	1	Milford, Ct Branch	1361 Boston Post Rd		Milford	CT	06460	06460-2755	New Haven County	321	134205A	Middle
Staffed Branch (1)	1	19th And Tighman Branch	1828 W Tighman Branch		Allentown	PA	18104	18104-4160	Lahigh County	2294	134206A	Middle
Staffed Branch (1)	1	Dale City Branch	13630 Foulger Sq		Woodbridge	VA	22192	22192-4246	Prince William County	2968	129162A	Moderate
Staffed Branch (1)	1	Seven Corners Branch	6198 Arlington Blvd		Falls Church	VA	22044	22044-3407	Fairfax County	2924	129166A	Low
Staffed Branch (1)	1	Frazer Branch	101 Lancaster Ave		Frazer	PA	19355	19355-2122	Chester County	2270	129370A	Middle
Staffed Branch (1)	1	Westhampton Beach Branch	115 Montauk Hwy		Westhampton Beach	NY	11978	11978-1703	Suffolk County	2044	132280A	Middle
Staffed Branch (1)	1	Englewood Branch	9 E Demarest Ave		Englewood	NJ	07631	07631-2505	Bergen County	1923	142633A	Middle
Staffed Branch (1)	1	Gaithersburg Branch	810 W Diamond Ave		Gaithersburg	MD	20878	20878-1413	Montgomery County	1216	134279A	Moderate
Staffed Branch (1)	1	Bayside Branch	21610 Northern Blvd		Bayside	NY	11361	11361-3459	Queens	2033	124660A	Middle
Staffed Branch (1)	1	Jackson Heights Branch	7035 Northern Blvd		Jackson Heights	NY	11372	11372-1044	Queens	2033	124661A	Moderate
Staffed Branch (1)	1	Park Slope Branch	269 5th Ave		Park Slope	NY	11215	11215-1009	Kings	2016	128949A	Upper
Staffed Branch (1)	1	Valley Stream Branch	275 W Merrick Rd		Valley Stream	NY	11580	11580-5523	Nassau County	2022	133270A	Middle
Staffed Branch (1)	1	City Hall Branch	258 Broadway		New York	NY	10007	10007-2315	New York County	2023	134418A	Upper
Staffed Branch (1)	1	2 Wall Street Branch	2 Wall St		New York	NY	10005	10005-2001	New York County	2023	134419A	Upper
Staffed Branch (1)	1	Elmwood Park Market Branch	600 Market St		Elmwood Park	NJ	07407	07407-3110	Bergen County	1923	142662A	Upper
Staffed Branch (1)	1	Greenbrook Branch	1000 N Washington Ave		Green Brook	NJ	08812	08812-2620	Somerset County	1939	134534A	Upper
Staffed Branch (1)	1	Holmdel Branch	670 S Laurel Ave		Holmdel	NJ	07733	07733-1209	Monmouth County	1934	134536A	Upper
Staffed Branch (1)	1	Franklin Street Branch	405 Franklin St		Braintree	MA	02184	02184-5515	Norfolk County	1198	129211A	Middle
Staffed Branch (1)	1	Shiland Branch	2609 Mills Park Dr		Rock Hill	SC	29732	29732-8599	York County	2451	148837A	Middle
Staffed Branch (1)	1	Roseland Branch	47 Eisenhower Pkwy		Roseland	NJ	07068	07068-1607	Essex County	1928	142696A	Upper
Staffed Branch (1)	1	Montville NJ Branch	159 Changebridge Rd		Montville	NJ	07045	07045-9595	Morris County	1935	127548A	Upper
Staffed Branch (1)	1	Phillipsburg Branch	1321 Route 22		Phillipsburg	NJ	08865	08865	Warren County	1942	134671A	Upper
Staffed Branch (1)	1	Thornwood Branch	241 Marble Ave		Thornwood	NY	11094	11094-1056	Westchester County	2052	134673A	Upper
Staffed Branch (1)	1	Leesburg Branch	552 E Market St		Leesburg	VA	20176	20176-4112	Loudoun County	2948	134417A	Low
Staffed Branch (1)	1	Norwalk/Westport Branch	437 Westport Ave		Norwalk	CT	06851	06851-4410	Fairfield County	317	134826A	Middle
Staffed Branch (1)	1	Shelton Branch	820 Bridgeport Ave		Shelton	CT	06484	06484-4717	Fairfield County	317	134827A	Middle
Staffed Branch (1)	1	Pelham Parkway Branch	640 Pelham Pkwy S		Bronx	NY	10462	10462-1001	Bronx	1995	134831A	Moderate
Staffed Branch (1)	1	Spartanburg Branch	340 E Main St		Spartanburg	SC	29302	29302-1987	Spartanburg County	1947	148841A	Upper
Staffed Branch (1)	1	Hockessin Branch	7330 Lancaster Pike		Hockessin	DE	19707	19707-9264	New Castle County	327	135238A	Upper
Staffed Branch (1)	1	St. James Store Branch	621 Lake Ave		St. James	NY	11780	11780-1924	Suffolk County	2044	135416A	Middle
Staffed Branch (1)	1	Hampton Bays, Ny Branch	191 W Montauk Hwy		Hampton Bays	NY	11946	11946-2305	Suffolk County	2044	135418A	Moderate
Staffed Branch (1)	1	South Whitehall Roma Branch	1603 N Cedar Crest Blvd		Allentown	PA	18104	18104-2304	Lahigh County	2294	132223A	Middle
Staffed Branch (1)	1	Coral Springs/University Dr. Branch	2660 N University Dr		Coral Springs	FL	33065	33065-5104	Broward County	334	135555A	Middle
Staffed Branch (1)	1	Jefferson Valley Branch	3660 Lee Rd		Jefferson Valley	NY	10535	10535-1512	Westchester County	2052	124903A	Upper
Staffed Branch (1)	1	West Palm Beach/Summit Branch	1031 S Military Trail		West Palm Beach	FL	33415	33415-4716	Palm Beach County	379	135556A	Low
Staffed Branch (1)	1	Darien Branch	55 Boston Post Rd		Darien	CT	06820	06820-2910	Fairfield County	317	103889A	Upper
Staffed Branch (1)	1	Georgetown Branch	1611 Wisconsin Ave NW		Washington	DC	20007	20007-2721	District Of Columbia	325	127555A	Upper
Staffed Branch (1)	1	Newark Branch	105 Mulberry St		Newark	NJ	07102	07102-4006	Essex County	1928	142684A	Low
Staffed Branch (1)	1	Wantsagh Branch	3222 Sunrise Hwy		Wantsagh	NY	11793	11793-4020	Nassau County	2022	129396A	Upper
Staffed Branch (1)	1	Germantown Branch	19905 Century Blvd		Germantown	MD	20874	20874-7120	Montgomery County	1216	135790A	Moderate
Staffed Branch (1)	1	Staten Island/Totterville Branch	126 Page Ave		Staten Island	NY	10309	10309-2617	Richmond	2035	136112A	Upper
Staffed Branch (1)	1	New City Branch	275 S Main St		New City	NY	10956	10956-3328	Rockland County	2036	136131A	Upper
Staffed Branch (1)	1	Roslyn Heights Office Branch	111 Mineola Ave		Roslyn Heights	NY	11577	11577-1261	Nassau County	2022	132504A	Middle
Staffed Branch (1)	1	South Beach 5th Street Branch	500 Collins Ave		Miami Beach	FL	33139	33139-6686	Miami-Dade County	341	136361A	Middle
Staffed Branch (1)	1	Morristown Branch	217 South St		Morristown	NJ	07960	07960-5336	Morris County	1935	136364A	Upper
Staffed Branch (1)	1	Coral Gables/Ponce De Leon Branch	2401 Ponce De Leon Blvd		Coral Gables	FL	33134	33134-6016	Miami-Dade County	341	136859A	Upper
Staffed Branch (1)	1	Jersey City Branch	125 18th St		Jersey City	NJ	07310	07310-1242	Hudson County	1930	142671A	Upper
Staffed Branch (1)	1	Kingston, Ny Branch	411 Washington Ave		Kingston	NY	12481	12481-5713	Ulster County	2948	133337A	Moderate
Staffed Branch (1)	1	Hendon Branch	1284 Eldon St		Hendon	VA	20170	20170-5504	Fairfax County	2924	129144A	Middle
Staffed Branch (1)	1	Glen Burnie Branch	7928 Crain Hwy S		Glen Burnie	MD	21061	21061-4931	Anne Arundel County	1203	137033A	Middle
Staffed Branch (1)	1	Huntington Valley Branch	2550 Philmont Ave		Huntington Valley	PA	19006	19006-6238	Montgomery County	2041	137034A	Upper
Staffed Branch (1)	1	Rocky Point Branch	320 Rt 25A		Rocky Point	NY	11778	11778-8817	Suffolk County	2301	137041A	Middle
Staffed Branch (1)	1	Corona Branch	9415 Northern Blvd		Jackson Heights	NY	11372	11372-2033	Queens	2033	124661A	Moderate
Staffed Branch (1)	1	Hillcrest Fresh Meadows Branch	16406 Union Tpke		Fresh Meadows	NY	11366	11366-1237	Queens	2033	137044A	Upper
Staffed Branch (1)	1	East Village Branch	47 3rd Ave # 53		New York	NY	10003	10003-5535	New York County	2023	137045A	Upper
Staffed Branch (1)	1	North Branford	1289 Foxon Rd		North Branford	CT	06471	06471-1289	New Haven County	321	133292A	Middle
Staffed Branch (1)	1	Deerwood Branch	11955 SW 152nd St		Miami	FL	33177	33177-1605	Miami-Dade County	341	137036A	Upper
Staffed Branch (1)	1	Scarsdale, Ny Branch	824 Central Park Ave		Scarsdale	NY	10583	10583-2525	Westchester County	2052	129367A	Upper
Staffed Branch (1)	1	Hialeah Palm Springs Branch	801 W 49th St		Hialeah	FL	33012	33012-3559	Miami-Dade County	341	137492A	Moderate
Staffed Branch (1)	1	Davis Branch	5943 Sterling Rd		Davis	FL	33314	33314-7225	Broward County	334	137493A	Middle
Staffed Branch (1)	1	Riverside Beach Branch	2000 Blue Heron Blvd W		Riverside Beach	FL	33404	33404-5010	Palm Beach County	379	137494A	Moderate
Staffed Branch (1)	1	Newark, De Branch	230 E Delaware Ave		Newark	DE	19711	19711-4607	New Castle County	327	137497A	Moderate
Staffed Branch (1)	1	Cutter Bay Branch	19199 S Dixie Hwy		Cutter Bay	FL	33157	33157-7703	Miami-Dade County	341	137498A	Upper
Staffed Branch (1)	1	Alexandria/So Washington Office Branch	119 S Washington St		Alexandria	VA	22314	22314-3028	City Of Alexandria	2991	132192A	Upper
Staffed Branch (1)	1	Centreville, Va Office Branch	6200 Multiplex Dr		Centreville	VA	20121	20121-5324	Fairfax County	2924	132086A	Middle
Staffed Branch (1)	1	Copley Square Branch	538 Boylston Dr		Boston	MA	02116	02116-3720	Suffolk County	1200	137583A	Upper
Staffed Branch (1)	1	Borough Park Branch	4526 13th Ave		Brooklyn	NY	11219	11219-2018	Kings	2016	128999A	Low
Staffed Branch (1)	1	Kew Gardens, Ny Branch	11624 Metropolitan Ave		Kew Gardens	NY	11415	11415-1017	Queens	2033	132221A	Middle
Staffed Branch (1)	1	Palmer Park Branch	2417 Park Ave		Easton	PA	18045	18045-2726	Northampton County	2303	132224A	Upper
Drive-in (2)	2	Tanahy Branch	115 Piermont Rd		Tanahy	NJ	07670	07670-1023	Bergen County	1923	142698A	Upper
Staffed Branch (1)	1	Daytona lab	1060 W International Speedway Blvd		Daytona Beach	FL	32114	32114-3433	Volusia County	393	137747A	Moderate

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BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	North Babylon Branch	1361 Deer Park Ave		North Babylon	NY	11703	11703-1617	Suffolk County	2044	137740A	Middle
Staffed Branch (1)	1	Medford Li. Branch	1806 Medford Ave		Medford	NY	11763	11763-3640	Suffolk County	2044	137742A	Middle
Staffed Branch (1)	1	18th Avenue & 67th St Branch	6628 18th Ave		Brooklyn	NY	11204	11204-4314	Kings	2016	137743A	Moderate
Staffed Branch (1)	1	City Avenue Branch	4020 City Line Ave		Philadelphia	PA	19131	19131-1707	Philadelphia County	2306	137745A	Moderate
Staffed Branch (1)	1	Hasbrouck Heights Branch	109 Blvd		Hasbrouck Heights	NJ	07604	07604-1705	Bergen County	1923	142672A	Upper
Staffed Branch (1)	1	Denville Store Branch	295 E Main St		Denville	NJ	07834	07834-2643	Morris County	1935		Upper
Staffed Branch (1)	1	Western South Branch	4475 Western		Western	FL	33331	33331-9199	Broward County	334	137795A	Upper
Staffed Branch (1)	1	Doral Branch	3885 NW 107th Ave		Doral	FL	33178	33178-4292	Miami-Dade County	341	137977A	Upper
Staffed Branch (1)	1	South Flushing Branch	5650 Main St		Flushing	NY	11355	11355-5046	Queens	2033	142700A	Moderate
Staffed Branch (1)	1	Hollis Branch	18810 Hillside Ave		Hollis	NY	11423	11423-1936	Queens	2033	137979A	Middle
Staffed Branch (1)	1	Tamarac Branch	7001 W Commercial Blvd		Tamarac	FL	33319	33319-2121	Broward County	334	141896A	Middle
Staffed Branch (1)	1	Bel Air Branch	115 Baltimore Pike		Bel Air	MD	21014	21014-4120	Harford County	1213	138052A	Upper
Staffed Branch (1)	1	Essex Branch	1800 Eastern Blvd		Essex	MD	21221	21221-1300	Baltimore County	1204	142098A	Middle
Staffed Branch (1)	1	Wesley Chapel Branch	26649 Silver Maple Pkwy		Wesley Chapel	FL	33544	33544-6326	Pasco County	380	148773A	Upper
Staffed Branch (1)	1	Gateway Commons Branch	1475 E Osceola Pkwy		Kissimmee	FL	34744	34744-1604	Osceola County	378	148700A	Moderate
Staffed Branch (1)	1	Curry Ford Branch	1701 S Semoran Blvd		Orlando	FL	32822	32822-2952	Orange County	377	148718A	Low
Staffed Branch (1)	1	Leicester Hwy Branch	335 New Leicester Hwy		Asheville	NC	28806	28806-2046	Buncombe County	1676	148743A	Moderate
Staffed Branch (1)	1	Brighton Branch	391 Market St		Brighton	MA	02135	02135-2754	Suffolk County	1200	139234A	Moderate
Staffed Branch (1)	1	Eppling Crossing Branch	16 Fresh River Rd		Eppling	NH	03042	03042-2222	Rockingham County	1919	139305A	Middle
Staffed Branch (1)	1	Bayview Store Branch	1068 Broadway		Bayonne	NJ	07002	07002-4155	Hudson County	1930	142715A	Middle
Staffed Branch (1)	1	Downtown Flushing Branch	3819 Main St		Flushing	NJ	11354	11354-5517	Queens	2033	142700A	Moderate
Staffed Branch (1)	1	Juno Beach Branch	112679 US Hwy 1		Juno Beach	FL	33408	33408-2401	Palm Beach County	379	139427A	Upper
Staffed Branch (1)	1	Cana & Lafayette (Chinatown I) Branch	254 Canal St		New York	NY	10013	10013-3501	New York County	2023	139463A	Upper
Staffed Branch (1)	1	East Rutherford Branch	71 Union Ave		East Rutherford	NJ	07073	07073-2009	Bergen County	1923	142706A	Upper
Staffed Branch (1)	1	James Island Branch	504 Folly Rd		Charleston	SC	29412	29412-3002	Charleston County	2415	148780A	Middle
Staffed Branch (1)	1	Bluffton Hwy 278 Branch	1021 Fording Island Rd		Bluffton	SC	29910	29910-6505	Beaufort County	2412	148775A	Upper
Staffed Branch (1)	1	Silver Springs Branch	3132 Briggs Chaney Rd		Silver Spring	MD	20904	20904-7581	Montgomery County	1216	135551A	Low
Staffed Branch (1)	1	Lakewood Branch	1601 Madison Ave		Lakewood	NJ	08701	08701-1249	Ocean County	1936	134828A	Low
Staffed Branch (1)	1	Warren Branch	63 Mountain Blvd		Warren	NJ	07059	07059-5678	Somerset County	1939	134535A	Upper
Staffed Branch (1)	1	Tuckerton Branch	448 Route 9 S		Little Egg Harbor	NJ	08087	08087-2226	Ocean County	1936	135791A	Moderate
Staffed Branch (1)	1	Franklin/Route 23 Branch	382 State Rt 23		Franklin	NJ	07416	07416-2118	Sussex County	1940	137120A	Moderate
Staffed Branch (1)	1	Woodbridge Dumries Branch	16714 Jefferson Davis Hwy		Dumfries	VA	22028	22028-2115	Prince William County	2968	139261A	Middle
Staffed Branch (1)	1	Alexandria Van Dorn Branch	557 S Van Dorn St		Alexandria	VA	22304	22304-4811	City Of Alexandria	2991	139175A	Moderate
Staffed Branch (1)	1	Vienna Branch	308 Maple Ave E		Vienna	VA	22180	22180-4716	Fairfax County	2924	134830A	Upper
Staffed Branch (1)	1	Reston Branch	1750 N Hampton Ave		Reston	VA	20194	20194-1818	Fairfax County	2924	133965A	Middle
Staffed Branch (1)	1	Chestnut Hill Branch	8600 Germantown Ave		Philadelphia	PA	19118	19118-2841	Philadelphia County	2306	132964A	Upper
Staffed Branch (1)	1	Morris Park Branch	1864 Williamsbridge Rd		Bronx	NY	10461	10461-6206	Bronx	1995	134060A	Upper
Staffed Branch (1)	1	50th and Broadway Branch	1619 Broadway		New York	NY	10019	10019-7412	New York County	2023	134207A	Upper
Staffed Branch (1)	1	Franklin Square Branch	680 Hempstead Tpke		Franklin Square	NY	11010	11010-4325	Nassau County	2022	137043A	Middle
Staffed Branch (1)	1	Elmhurst Branch	7901 Queens Blvd		Elmhurst	NY	11373	11373-3744	Queens	2033	137046A	Middle
Staffed Branch (1)	1	Bay Bridge Branch	8206 5th Ave		Brooklyn	NY	11209	11209-4509	Kings	2016	133967A	Moderate
Staffed Branch (1)	1	Sunset Park Branch	987 4th Ave		Brooklyn	NY	11232	11232-2905	Kings	2016	134295A	Moderate
Staffed Branch (1)	1	Westbury II Branch	995 Old Country Rd		Westbury	NY	11590	11590-5620	Nassau County	2022	133669A	Middle
Drive-in (2)	2	Fort Salina Branch	5300 SE Federal Hwy		Stuart	FL	34997	34997-6907	Marlin County	371	135277A	Upper
Staffed Branch (1)	1	Schuylerville/Throggneck Branch	3755 E Tremont Ave		Bronx	NY	10465	10465-2432	Bronx	1995	134062A	Middle
Staffed Branch (1)	1	Jamestown Branch	230 Forsgate Dr		Jamestown	NJ	08831	08831-1375	Middlesex County	1933	141776A	Moderate
Staffed Branch (1)	1	North Miami Biscayne Branch	12620 Biscayne Blvd		North Miami	FL	33181	33181-2525	Miami-Dade County	341	141779A	Low
Staffed Branch (1)	1	Shirley Branch	530 William Floyd Pkwy		Shirley	NY	11967	11967-3444	Suffolk County	2044	132506A	Middle
Staffed Branch (1)	1	Boca Palmetto Branch	1371 W Palmetto Park Rd		Boca Raton	FL	33486	33486-3312	Palm Beach County	379	146498A	Upper
Staffed Branch (1)	1	New Providence Branch	80 South St		New Providence	NJ	07974	07974-2929	Union County	1941	142096A	Upper
Staffed Branch (1)	1	Kissimmee Branch	120 S John Young Pkwy		Kissimmee	FL	34741	34741-5461	Osceola County	378	148207A	Low
Staffed Branch (1)	1	Oakland, Nj Branch	160 Rampao Valley Rd		Oakland	NJ	07436	07436-2524	Bergen County	1923	142688A	Upper
Staffed Branch (1)	1	Fashion Square Branch	2633 E Colonial Rd		Orlando	FL	32803	32803-5022	Orange County	377	148719A	Upper
Staffed Branch (1)	1	Fl. Lauderdale 17th Street Branch	1215 SE 17th St		Fort Lauderdale	FL	33316	33316-1705	Broward County	334	143111A	Upper
Staffed Branch (1)	1	New Haven Chapel Branch	994 Chapel St		New Haven	CT	06510	06510-2515	New Haven County	321	143112A	Middle
Staffed Branch (1)	1	Fairfax City Bevan Branch	11098 Fairfax Blvd		Fairfax	VA	22030	22030-5046	Fairfax County	2924	143113A	Middle
Staffed Branch (1)	1	Brandford Branch	1033 W Main St		Brandford	CT	06463	06463-3028	New Haven County	321	143114A	Middle
Staffed Branch (1)	1	Clarendon Wilson Blvd Branch	3101 Wilson Blvd		Arlington	VA	22201	22201-4443	New Haven County	321	143115A	Upper
Staffed Branch (1)	1	Annapolis Bestgate Branch	2103 Commerce Park Dr		Annapolis	MD	21401	21401-2912	Anne Arundel County	2023	143316A	Upper
Staffed Branch (1)	1	New Haven/Foxon Blvd Branch	466 Foxon Blvd		New Haven	CT	06513	06513-2329	New Haven County	321	143118A	Moderate
Staffed Branch (1)	1	Td Bank, National Association	2035 Limestone Rd		Wilmington	DE	19808	19808-5529	New Castle County	327	123455A	Middle
Staffed Branch (1)	1	Kean Branch	995 Morris Ave		Union	NJ	07083	07083-7120	Union County	1941	143409A	Middle
Staffed Branch (1)	1	Altamonte Mall Branch	514 E Altamonte Dr		Altamonte Springs	FL	32701	32701-4704	Seminole County	388	148674A	Middle
Staffed Branch (1)	1	7th and I Street Branch	901 7th St NW		Washington	DC	20001	20001-3881	District Of Columbia	325	138708A	Upper
Staffed Branch (1)	1	Buckwalter Branch	110 Buckwalter Pkwy		Bluffton	SC	29910	29910-4114	Beaufort County	2412	148776A	Middle
Staffed Branch (1)	1	Larchmont Village Branch	107 Chatsworth Ave		Larchmont	NY	10538	10538-2923	Westchester County	2052	129366A	Upper
Staffed Branch (1)	1	Pelham Branch	301 5th Ave		Pelham	NY	10803	10803-1203	Westchester County	2052	132888A	Upper
Staffed Branch (1)	1	62nd and Broadway Branch	1873 Broadway		New York	NY	11023	11023-7501	New York County	2023	142101A	Upper
Staffed Branch (1)	1	14th & P Branch	685 14th St NW		Washington	DC	20005	20005-2007	District Of Columbia	325	146030A	Upper
Staffed Branch (1)	1	53rd & 3rd Branch	880 3rd Ave		New York	NY	10022	10022-4730	New York County	2023	144053A	Upper
Staffed Branch (1)	1	Laurel, Md Branch	14401 Baltimore Ave		Laurel	MD	20707	20707-4927	Prince Georges County	2023	133116A	Middle
Staffed Branch (1)	1	Arlington Lee Highway Branch	5510 Lee Hwy		Arlington	VA	22207	22207-1615	Arlington County	2022	144087A	Upper
Staffed Branch (1)	1	Great Neck Branch	2 Great Neck Rd		Great Neck	NY	11021	11021-3305	Nassau County	1902	144128A	Middle
Staffed Branch (1)	1	Tequesta Branch	215 S US Hwy 1		Tequesta	FL	33469	33469-2706	Palm Beach County	379	146056A	Middle
Staffed Branch (1)	1	Coconut Creek Branch	6700 N State Road 7		Coconut Creek	FL	33073	33073-4336	Broward County	334	146055A	Upper
Staffed Branch (1)	1	Ossining Branch	174 S Highland Ave		Ossining	NY	10562	10562-6105	Westchester County	2052	146175A	Middle
Staffed Branch (1)	1	Rego Park Branch	9525 Queens Blvd		Rego Park	NY	11374	11374-4511	Queens	2033	146216A	Upper
Staffed Branch (1)	1	Sunny Isles Branch	16830 Collins Ave		Sunny Isles Beach	FL	33160	33160-4203	Miami-Dade County	341	146218A	Middle
Staffed Branch (1)	1	Staten Island/Forest & Crystal Branch	1600 Forest Ave		Staten Island	NY	10302	10302-2228	Richmond	2035	146235A	Upper
Staffed Branch (1)	1	Tom's River - Lakewood South Branch	2338 Lakewood Rd		Tom's River	NJ	08755	08755-1220	Ocean County	1936	1465236A	Middle
Staffed Branch (1)	1	Lake Ronkonkoma Branch	474 Portion Rd		Lake Ronkonkoma	NJ	11779	11779-4564	Suffolk County	2044	138933A	Middle
Staffed Branch (1)	1	14th and Madison Branch	144 Madison Ave		New York	NY	10022	10022-6903	New York County	2023	146497A	Upper
Staffed Branch (1)	1	Hanover Township Branch	3759 Bath Pike		Bethlehem	PA	18017	18017-9006	Northampton County	2303	146499A	Upper
Staffed Branch (1)	1	Cochituate-Wayland Branch	57 Main St		Wayland	MA	01778	01778-4907	Middlesex County	1196	146622A	Upper
Staffed Branch (1)	1	Fl. Lauderdale/Sunrise Blvd Branch	1701 E Sunrise Blvd		Fort Lauderdale	FL	33304	33304-3066	Broward County	334	146634A	Middle
Staffed Branch (1)	1	USC Bluffton Branch	13 University Pkwy		Bluffton	SC	29909	29909-6229	Beaufort County	2412	148813A	Middle
Staffed Branch (1)	1	Midwood/Avenue J Branch	1104 Av J		Brooklyn	NY	11230	11230-3810	Kings	2016	146792A	Moderate
Staffed Branch (1)	1	Miami Lakes North/Red Palmetto Branch	16200 NW 57th Ave		Miami Lakes	FL	33014	33014-6714	Miami-Dade County	341	146795A	Upper
Staffed Branch (1)	1	Queens Village Store Branch	21432 Jamaica Ave		Queens Village	NY	11428	11428-1727	Queens	2033	146952A	Middle
Staffed Branch (1)	1	57th & Broadway Branch	224 W 57th St		New York	NY	10019	10019-3212	New York County	2023	147009A	Upper
Staffed Branch (1)	1	Carroll Garden Branch	340 Court St		Brooklyn	NY	11231	11231-4334	Kings	2016	147010A	Upper
Staffed Branch (1)	1	Kingsbridge Branch	281 W 230th St		Bronx	NY	10463	10463-5142	Bronx	1995	147011A	Middle

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BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	West Babylon, NY Branch	701 W Montauk Hwy		West Babylon	NY	11704	11704-8219	Suffolk County	2044	147014A	Middle
Staffed Branch (1)	1	Fresh Pond-Cambridge Branch	235 Alewife Brook Pkwy		Cambridge	MA	02138	02138-1101	Middlesex County	1196	147022A	Middle
Staffed Branch (1)	1	Widener University Branch	1410 Providence Ave		Chester	PA	19013	19013-5715	Delaware County	2278	147060A	Moderate
Staffed Branch (1)	1	Metropole Branch	1489 P St NW		Washington	DC	20005	20005-1907	District Of Columbia	325	147238A	Upper
Staffed Branch (1)	1	Sayville Branch	188 N Main St		Sayville	NY	11782	11782-2510	Suffolk County	2044	147243A	Upper
Staffed Branch (1)	1	Barrington, RI Branch	231 County Rd		Barrington	RI	02886	02886-4512	Bristol County	2401	147176A	Upper
Staffed Branch (1)	1	Liberty Corner Branch	154 Liberty Corner Rd		Washington	NJ	07059	07059-6794	Somerset County	1939	147254A	Upper
Staffed Branch (1)	1	Syosset Store Branch	540 Jericho Tpke		Syosset	NY	11791	11791-4520	Nassau County	2022	147255A	Upper
Staffed Branch (1)	1	Bay Shore Branch	479 Montauk Hwy		Bay Shore	NY	11706	11706-8500	Suffolk County	2044	147266A	Moderate
Staffed Branch (1)	1	Homestead Branch	2495 NE 8th St		Homestead	FL	33033	33033-5353	Miami-Dade County	341	147319A	Moderate
Staffed Branch (1)	1	Wilmington Branch	300 Delaware Ave		Wilmington	DE	19801	19801-1607	New Castle County	327	115881A	Moderate
Staffed Branch (1)	1	Okeechobee Branch	4646 Okeechobee Blvd		Haverhill	FL	33417	33417-4624	Palm Beach County	379	134069A	Low
Staffed Branch (1)	1	Richboro Branch	1060 2nd St Pike		Richboro	PA	18954	18954-1805	Bucks County	2264	124742A	Upper
Staffed Branch (1)	1	Old Brookville Branch	319 Glen Head Rd		Glen Head	NY	11545	11545-1928	Nassau County	2022	129169A	Upper
Staffed Branch (1)	1	Hollywood Branch	5171 Sheridan St		Hollywood	FL	33021	33021-2832	Broward County	334	147527A	Upper
Staffed Branch (1)	1	Winter Street Branch	24 Winter St		Boston	MA	02108	02108-4704	Suffolk County	1200	147535A	Upper
Staffed Branch (1)	1	Acton Branch	408 Massachusetts Ave		Acton	MA	01720	01720-3744	Middlesex County	1196	147540A	Upper
Staffed Branch (1)	1	East Providence Branch	146 Pawtucket Ave		Rumford	RI	02916	02916-2135	Providence County	2404	147581A	Middle
Staffed Branch (1)	1	Glooucester City Store Branch	101 S Broadway		Glooucester City	NJ	08030	08030-1544	Camden County	1925	144008A	Moderate
Staffed Branch (1)	1	Tenleytown Branch	4849 Wisconsin Ave NW		Washington	DC	20016	20016-4811	District Of Columbia	325	135415A	Upper
Staffed Branch (1)	1	Hempstead Branch	252 Peninsula Blvd		Hempstead	NY	11550	11550-4913	Nassau County	2022	147692A	Low
Staffed Branch (1)	1	Greenwich & 8th Avenue Branch	122 Greenwch Ave		New York	NY	10011	10011-7704	New York County	2023	147722A	Upper
Staffed Branch (1)	1	67th & 1st Avenue Branch	1240 1 Ave		New York	NY	10065	10065-6309	New York County	2023	147724A	Upper
Staffed Branch (1)	1	Delray Beach Fifth Avenue Branch	969 SE 5th Ave		Delray Beach	FL	33483	33483-5108	Palm Beach County	379	147725A	Moderate
Staffed Branch (1)	1	Harvard Square Branch	1270 Massachusetts Ave		Cambridge	MA	02138	02138-3827	Middlesex County	1196	147747A	Middle
Staffed Branch (1)	1	Johnston RI Store Branch	1547 Atwood Ave		Johnston	RI	02919	02919-3232	Providence County	2404	147761A	Middle
Staffed Branch (1)	1	Huntington Village Branch	410 New York Ave		Huntington	NY	11743	11743-3448	Suffolk County	2044	147799A	Middle
Staffed Branch (1)	1	Central Square Branch	617 Massachusetts Ave		Cambridge	MA	02139	02139-3301	Middlesex County	1196	147795A	Middle
Staffed Branch (1)	1	Richmond Hill Branch	11925 Liberty Ave		South Richmond Hill	NY	11418	11418-2001	Queens	2033	147792A	Middle
Staffed Branch (1)	1	Rockville Centre Store Branch	290 Merrick Rd		Rockville Centre	NY	11570	11570-5324	Nassau County	2022	147808A	Middle
Staffed Branch (1)	1	Lawrenceville Branch	490 Rockaway Tpke		Lawrenceville	GA	30046	30046-1559	Nassau County	2022	138949A	Moderate
Staffed Branch (1)	1	Pinebrook Pines University Branch	799 Pinebrook Blvd		Pinebrook Pines	FL	33024	33024-6917	Broward County	334	148129A	Moderate
Staffed Branch (1)	1	Melrose, MA Branch	476 Main St		Melrose	MA	02176	02176-3842	Middlesex County	1196	148147A	Middle
Staffed Branch (1)	1	West Bird Road Branch	11201 SW 40th St		Miami	FL	33165	33165-4418	Miami-Dade County	341	148146A	Middle
Staffed Branch (1)	1	Whitestone Branch	14808 Cross Island Pkwy		Whitestone	NY	11357	11357	Queens	2033	148148A	Upper
Staffed Branch (1)	1	Ozone Park Branch	9717 Rockaway Blvd		Ozone Park	NY	11417	11417-1614	Queens	2033	148149A	Moderate
Staffed Branch (1)	1	Shady Grove/Gaithersburg Branch	15830 Shady Grove Rd		Gaithersburg	MD	20877	20877-1402	Montgomery County	1216	148380A	Middle
Staffed Branch (1)	1	Fort Lauderdale Cypress Creek Branch	665 NW 62nd St		Fort Lauderdale	FL	33309	33309-6125	Broward County	334	148320A	Middle
Staffed Branch (1)	1	Jamaica Queens Branch	15050 Hillside Ave		Jamaica	NY	11432	11432-3320	Queens	2033	148383A	Moderate
Staffed Branch (1)	1	Providence Store Branch	180 Westminster St		Providence	RI	02903	02903-1918	Providence County	2404	148428A	Moderate
Staffed Branch (1)	1	Silver Spring City Place Branch	8661 Colesville Rd		Silver Spring	MD	20910	20910-3924	Montgomery County	1216	148513A	Moderate
Staffed Branch (1)	1	Howard Beach Branch	16202 Crossbay Blvd		Howard Beach	NY	11414	11414-3443	Queens	2033	148637A	Upper
Staffed Branch (1)	1	Royal Palm Beach Okeechobee Branch	10749 Okeechobee Blvd		Royal Palm Beach	FL	33411	33411-1404	Palm Beach County	379	148668A	Upper
Staffed Branch (1)	1	Miami Gardens Northeast Branch	1530 NE Miami Gardens Dr		North Miami Beach	FL	33179	33179-4831	Miami-Dade County	341	148965A	Middle
Staffed Branch (1)	1	Middletown, CT Branch	911 Washington St		Middletown	CT	06457	06457-2908	Meriden County	320	133288A	Upper
Staffed Branch (1)	1	Portland-1 Portland Sq Branch	1 Portland Sq		Portland	ME	04101	04101-4057	Middlesex County	1228	210922A	Moderate
Staffed Branch (1)	1	Flemington Branch	288 Hwy 202 31		Flemington	NY	08822	08822-3703	Hunterdon County	1931	114597A	Moderate
Staffed Branch (1)	1	Brooklyn College Store Branch	1623 Flatbush Ave		Brooklyn	NY	11210	11210-3259	Kings	2016	149015A	Middle
Staffed Branch (1)	1	Lexington-Countryside Branch	419 Lowell St		Lexington	MA	02420	02420	Middlesex County	1196	149016A	Upper
Staffed Branch (1)	1	Miami Shores Branch	9005 Biscayne Blvd		Miami Shores	FL	33138	33138-3221	Miami-Dade County	341	149019A	Upper
Staffed Branch (1)	1	Boca Raton-Mission Bay Plazabranch	20435 SR 7 441		Boca Raton	FL	33498	33498	Palm Beach County	379	149020A	Upper
Staffed Branch (1)	1	Marlton Branch	336 W Rt 70		Marlton	NJ	08053	08053-1636	Burlington County	1924	207959A	Upper
Staffed Branch (1)	1	Northport Branch	647 Main St		Northport	NY	11768	11768-1956	Suffolk County	2044	124202A	Upper
Staffed Branch (1)	1	South Marine Park Branch	2944 Gravesend Neck Rd		Brooklyn	NY	11229	11229-5007	Kings	2016	149300A	Middle
Staffed Branch (1)	1	Bowie, MD Store Branch	4319 Collington Rd		Bowie	MD	20716	20716-2258	Prince George's County	1217	149301A	Middle
Staffed Branch (1)	1	Miami Beach-Lincoln Rd Branch	350 Lincoln Rd		Miami Beach	FL	33139	33139-3103	Miami-Dade County	341	149316A	Upper
Staffed Branch (1)	1	20th & 8th Branch	855 Avenue of the Americas		New York	NY	10010	10010-5107	New York County	2023	149329A	Upper
Staffed Branch (1)	1	Fairfax Tumpike Branch	9504 Main St		Fairfax	VA	22031	22031-4031	Fairfax County	2924	149642A	Upper
Staffed Branch (1)	1	Rahoboth Beach, De Branch	34980 Midway Outlet Dr		Rahoboth Beach	DE	19971	19971-8585	Sussex County	328	149693A	Middle
Staffed Branch (1)	1	Lighthouse Point Store Branch	3600 N Federal Hwy		Lighthouse Point	FL	33064	33064-6651	Broward County	334	149685A	Upper
Staffed Branch (1)	1	Lake Worth Military Branch	7007 S Military Trl		Lake Worth Beach	FL	33463	33463	Palm Beach County	379	149686A	Moderate
Staffed Branch (1)	1	Warwick, RI Branch	2625 W Shore Rd		Warwick	RI	02889	02889-8107	Kent County	2402	149689A	Middle
Staffed Branch (1)	1	Olney Branch	18108 Town Center Dr		Olney	MD	20832	20832-1480	Montgomery County	1216	149739A	Middle
Staffed Branch (1)	1	Greenpoint Store	765 Manhattan Ave		Brooklyn	NY	11222	11222-2909	Kings	2016	149740A	Upper
Staffed Branch (1)	1	72nd & 3rd Branch	1230 3rd Ave		New York	NY	10021	10021-4321	New York County	2023	149741A	Upper
Staffed Branch (1)	1	Roxborough Branch	5501 Ridge Ave		Philadelphia	PA	19128	19128-2725	Philadelphia County	2306	149742A	Upper
Staffed Branch (1)	1	Southside Bethlehem Branch	520 Wyandotte St		Bethlehem	PA	18015	18015-1526	Northampton County	2303	149750A	Moderate
Staffed Branch (1)	1	Weymouth Store	754 Main St		Weymouth	MA	02190	02190-1651	Norfolk County	1198	149833A	Middle
Staffed Branch (1)	1	West Roxbury Via Store Branch	853 Centre St		West Roxbury	MA	02132	02132-1946	Suffolk County	1200	149888A	Middle
Staffed Branch (1)	1	North Massapequa Store Branch	1354 Hicksville Rd		Massapequa	NY	11756	11756-1219	Nassau County	2023	150051A	Upper
Staffed Branch (1)	1	57th & 3rd Branch	953 3rd Ave		New York	NY	10022	10022-2008	New York County	2023	150046A	Upper
Staffed Branch (1)	1	Miami Westchester Branch	8690 SW 24th St		Miami	FL	33155	33155-2338	Miami-Dade County	341	150047A	Middle
Staffed Branch (1)	1	Allston Store Branch	1230 Commonwealth Ave		Allston	MA	02134	02134-4229	Suffolk County	1200	150085A	Moderate
Staffed Branch (1)	1	Kew Gardens Hills Store Branch	7602 Main St		Kew Gardens Hills	NY	11367	11367-3132	Queens	2033	150086A	Upper
Staffed Branch (1)	1	158th & Broadway Store Branch	3798 Broadway		New York	NY	10032	10032-1514	New York County	2023	15087A	Moderate
Staffed Branch (1)	1	Cranston Store Branch	176 Phenix Ave # 186		Cranston	RI	02920	02920-2920	Providence County	2404	150624A	Middle
Staffed Branch (1)	1	Bird Road/Palmetto Store Branch	7400 SW 40th St		Miami	FL	33155	33155-6696	Miami-Dade County	341	151013A	Upper
Staffed Branch (1)	1	Manchester-Deming & Hale Branch	180 Deming St		Manchester	CT	06042	06042-1728	Hartford County	318	151614A	Middle
Staffed Branch (1)	1	Georgetown Brooklyn Store Branch	2063 Ralph Ave		Brooklyn	NY	11234	11234-5300	Kings	2016	151615A	Middle
Staffed Branch (1)	1	Mount Sinai Branch	620 Rt 25A		Mount Sinai	NY	11766	11766-2067	Suffolk County	2044	151683A	Middle
Staffed Branch (1)	1	Annandale Branch	7209 Little River Tpke		Annandale	VA	22003	22003-3309	Fairfax County	2924	147246A	Middle
Staffed Branch (1)	1	Rhode Island Plaza Branch	905 Rhode Island Ave NE		Washington	DC	20018	20018-733	District Of Columbia	325	148159A	Moderate
Staffed Branch (1)	1	East Norwich Store Branch	6340 Northern Blvd		East Norwich	NY	11732	11732-1619	Nassau County	2022	151790A	Upper
Staffed Branch (1)	1	19th & 1st Store	325 First Ave		New York	NY	10003	10003-2911	New York County	2023	151820A	Upper
Staffed Branch (1)	1	Gravesend Store	465 Kings Hwy		Brooklyn	NY	11223	11223-1803	Kings	2016	151859A	Moderate
Staffed Branch (1)	1	88th & Broadway Store Branch	2400 Broadway		New York	NY	10024	10024-1710	New York County	2023	151925A	Upper
Staffed Branch (1)	1	Old Town Road Branch	4865 Main St		Bridgewater	CT	06666	06666-1328	Fairfield County	317	133270A	Moderate
Staffed Branch (1)	1	Hallandale Beach Store	1626 E Hallandale Beach Blvd		Hallandale Beach	FL	33009	33009-4610	Broward County	334	151937A	Middle
Staffed Branch (1)	1	Bishops Corner Store	319 N Main St		West Hartford	CT	06117	06117-2506	Hartford County	318	15259A	Upper
Staffed Branch (1)	1	Miami Beach Arthur Godfrey Store	930 W 41st St		Miami Beach	FL	33140	33140-3307	Miami-Dade County	341	152614A	Upper
Staffed Branch (1)	1	Rye Brook Branch	101 S Ridge St		Rye Brook	NY	10573	10573-2812	Westchester County	2052	152617A	Upper
Staffed Branch (1)	1	Parkchester Store Branch	1866 Westchester Ave		Bronx	NY	10472	10472-3014	Bronx	1995	152618A	Moderate

TD BANK, N.A. BRANCHES

(As of March 5, 2022)

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Plantation Brookhaven Store Branch	1800 N Pine Island Rd		Plantation	FL	33322	33322-5202	Broward County	334	152641A	Middle
Staffed Branch (1)	1	Long Island City Store	2131 46th Ave		Long Island City	NY	11101	11101-4701	Queens	2033	152700A	Upper
Staffed Branch (1)	1	Sunnyside Store	4101 Queens Blvd		Sunnyside	NY	11104	11104-2801	Queens	2033	152737A	Middle
Staffed Branch (1)	1	Maspeth, Ny Branch	7395 Grand Ave		Maspeth	NY	11378	11378-1523	Queens	2033	152797A	Middle
Staffed Branch (1)	1	Brickell Store Branch	1103 Brickell Ave		Miami	FL	33131	33131-3101	Miami-Dade County	341	152815A	Upper
Staffed Branch (1)	1	Freehold Store Branch	3300 Rt 9		Freehold	NJ	07728	07728-8246	Monmouth County	1934	153262A	Upper
Staffed Branch (1)	1	Rockville Pike Store Branch	12003 Rockville Pike		Rockville	MD	20852	20852-1803	Montgomery County	1216	153293A	Middle
Staffed Branch (1)	1	Plantation 441 Branch	1 N State Rd 7		Plantation	FL	33317	33317-3103	Broward County	334	153244A	Moderate
Staffed Branch (1)	1	Quincy Store Branch	516 Adams St		Quincy	MA	02169	02169-1321	Norfolk County	1198	153265A	Middle
Staffed Branch (1)	1	Florham Park Branch	177 Columbia Tpke		Florham Park	NJ	07932	07932-1350	Morris County	1935	153336A	Upper
Staffed Branch (1)	1	Pembroke Pines West Branch	14836 Pines Blvd		Pembroke Pines	FL	33027	33027-1222	Broward County	334	153407A	Upper
Staffed Branch (1)	1	Deerfield Store Branch	1011 S Federal Hwy		Deerfield Beach	FL	33441	33441-7032	Broward County	334	154838A	Middle
Staffed Branch (1)	1	Pawtucket Branch	430 Central Ave		Pawtucket	RI	02861	02861-1953	Providence County	2404	153421A	Moderate
Staffed Branch (1)	1	North Miami Beach Store Branch	1190 NE 163rd St		North Miami Beach	FL	33162	33162-4516	Miami-Dade County	341	153417A	Middle
Staffed Branch (1)	1	Faneuil Hall Store Branch	1 Union St		Boston	MA	02108	02108-2408	Suffolk County	1200	153433A	Upper
Staffed Branch (1)	1	Kendall West/Hammocks Branch	14995 SW 88th St		Miami	FL	33196	33196-1417	Miami-Dade County	341	153434A	Middle
Staffed Branch (1)	1	Beltsville Branch	10916 Baltimore Ave		Beltsville	MD	20705	20705-2160	Prince George's County	1217	153445A	Moderate
Staffed Branch (1)	1	Point Pleasant Beach Branch	1522 Richmond Ave		Point Pleasant Beach	NJ	08742	08742-2545	Ocean County	1936	153585A	Middle
Staffed Branch (1)	1	Downtown Brooklyn Branch	24 Flatbush Ave		Brooklyn	NY	11217	11217-2503	Kings	2023	153653A	Upper
Staffed Branch (1)	1	96th & 3rd Store Branch	1709 3rd Ave		New York	NY	10128	10128-2503	New York County	2023	153654A	Upper
Staffed Branch (1)	1	56th & 1st Ave Store Branch	1031 1st Ave		New York	NY	10022	10022-2901	New York County	2023	153754A	Upper
Staffed Branch (1)	1	32nd and 2nd Avenue Store Branch	576 2nd Ave		New York	NY	10016	10016-6307	New York County	2023	153755A	Upper
Staffed Branch (1)	1	Old City Branch	399 Market St		Philadelphia	PA	19106	19106-2117	Philadelphia County	2306	153823A	Upper
Staffed Branch (1)	1	Burlington Center Branch	186 Cambridge St		Burlington	MA	01803	01803-2919	Middlesex County	1196	153890A	Upper
Staffed Branch (1)	1	Marine Park Flatbush Branch	2195 Flatbush Ave		Brooklyn	NY	11234	11234-4327	Kings	2016	153927A	Upper
Staffed Branch (1)	1	East Islip Store Branch	6 E Main St		East Islip	NY	11730	11730	Suffolk County	2044	153928A	Middle
Staffed Branch (1)	1	Clinton Hill Branch	490 Myrtle Ave		Brooklyn	NY	11205	11205-3067	Kings	2016	153946A	Middle
Staffed Branch (1)	1	The Hub Branch	371 E 149th St		Bronx	NY	10455	10455-3902	Bronx	1995	153978A	Low
Staffed Branch (1)	1	250 Cambridge Street Boston Store	250 Cambridge St		Boston	MA	02114	02114-3136	Suffolk County	1200	154101A	Upper
Staffed Branch (1)	1	Bedford Stuyvesant Branch	957 Marcy Ave		Brooklyn	NY	11216	11216-2307	Kings	2016	154115A	Middle
Staffed Branch (1)	1	Aramingo Branch	2267 E Butler St		Philadelphia	PA	19137	19137-1009	Philadelphia County	2306	154149A	Moderate
Staffed Branch (1)	1	Wattingford/North Colony Road Branch	928 N Colony Rd		Wattingford	CT	06942	06942-2411	New Haven County	321	153299A	Middle
Staffed Branch (1)	1	Mount Vernon Store Branch	223 E Sandford Blvd		Mount Vernon	NY	10550	10550-4623	New York County	2052	153417A	Moderate
Staffed Branch (1)	1	45th & Lexington Branch	451 Lexington Ave		New York	NY	10017	10017-3948	New York County	2023	154230A	Upper
Staffed Branch (1)	1	23rd & Lexington Store Branch	131 E 23rd St		New York	NY	10010	10010-4510	New York County	2023	154295A	Upper
Staffed Branch (1)	1	Deer Park Store Branch	2178 Deer Park Ave		Deer Park	NY	11729	11729-1307	Suffolk County	2044	154297A	Moderate
Staffed Branch (1)	1	37th & Broadway Branch	1375 Broadway		New York	NY	10018	10018-7001	New York County	2023	154408A	Upper
Staffed Branch (1)	1	20th & K Street Branch	2000 K St NW		Washington	DC	20006	20006-1809	District Of Columbia	325	154409A	Moderate
Staffed Branch (1)	1	Port Jefferson Station Store Branch	86 Nesconset Hwy		Port Jefferson Station	NY	11776	11776-2627	Suffolk County	2044	147801A	Middle
Staffed Branch (1)	1	Little Neck Branch	24405 Northern Blvd		Little Neck	NY	11362	11362-1163	Queens	2033	154650A	Upper
Staffed Branch (1)	1	Crown Heights Branch	1715 Bedford Ave		Brooklyn	NY	11225	11225-2601	Kings	2016	154683A	Middle
Staffed Branch (1)	1	Chambers And Greenwhich Branch	166 Chambers St		New York	NY	10007	10007-1007	New York County	2023	154687A	Upper
Staffed Branch (1)	1	North Wantagh Branch	1200 Wantagh Ave		Wantagh	NY	11793	11793-2202	Nassau County	2022	154780A	Upper
Staffed Branch (1)	1	54th & 8th Branch	810 8th Ave		New York	NY	10019	10019-5152	New York County	2023	154781A	Upper
Staffed Branch (1)	1	1st & 2nd Branch	21 E 1st St		New York	NY	10003	10003-9489	New York County	2023	154896A	Upper
Staffed Branch (1)	1	Belmont	307 Trapelo Rd		Belmont	MA	02478	02478-1855	Middlesex County	1196	154865A	Middle
Staffed Branch (1)	1	Yonkers Central Park Store Branch	1820 Central Park Ave		Yonkers	NY	10710	10710-2818	Westchester County	2052	154899A	Upper
Staffed Branch (1)	1	John & Broadway Branch	1182 Broadway		New York	NY	10038	10038-2526	New York County	2023	153434A	Upper
Staffed Branch (1)	1	39th & 3rd Branch	593 3rd Ave		New York	NY	10016	10016-2711	New York County	2023	155290A	Upper
Staffed Branch (1)	1	117th & 3rd Branch	2144 3rd Ave		New York	NY	10035	10035-4708	New York County	2023	155374A	Low
Staffed Branch (1)	1	Plainview East Branch	1100 Old Country Rd		Plainview	NY	11803	11803-5070	Nassau County	2022	172054A	Middle
Staffed Branch (1)	1	Philadelphia LeVick Street Branch	6304 Roosevelt Blvd		Philadelphia	PA	19149	19149-2931	Philadelphia County	2306	172058A	Moderate
Staffed Branch (1)	1	Fulton And Pearl Branch	40 Fulton St		New York	NY	10038	10038-1850	New York County	2023	155855A	Upper
Staffed Branch (1)	1	Baltimore - Canton Crossing Branch	3603 Boston St		Baltimore	MD	21224	21224-5751	Baltimore County	1204	155854A	Low
Staffed Branch (1)	1	Woodmont Branch	7628 Old Georgetown Rd		Bethesda	MD	20814	20814-6124	Montgomery County	1216	155993A	Upper
Staffed Branch (1)	1	23rd & Broadway Branch	950 Broadway		New York	NY	10010	10010-6010	New York County	2023	156034A	Upper
Staffed Branch (1)	1	95th & Madison Branch	1133 Madison Ave		New York	NY	10028	10028-0413	New York County	2023	156042A	Upper
Staffed Branch (1)	1	23rd Street & 7th Ave Branch	202 W 23rd St		New York	NY	10011	10011-2301	New York County	2023	156047A	Upper
Staffed Branch (1)	1	207th & Broadway Branch	4941 Broadway		New York	NY	10034	10034-2303	New York County	2023	155349A	Moderate
Staffed Branch (1)	1	Miami Kendall Drive Branch	11480 N Kendall Dr		Miami	FL	33176	33176-1006	Miami-Dade County	341	149302A	Upper
Staffed Branch (1)	1	32nd & 6th Branch	885 6th Ave		New York	NY	10001	10001-3523	New York County	2023	154782A	Upper
Staffed Branch (1)	1	56th & Madison	555 Madison Ave		New York	NY	10022	10022-3301	New York County	2023	167291A	Upper
Staffed Branch (1)	1	Wisconsin Avenue Branch	8101 Wisconsin Ave		Bethesda	MD	20814	20814-3623	Montgomery County	1216	167309A	Middle
Staffed Branch (1)	1	Naples, FL Branch	375 5th Ave S		Naples	FL	34102	34102-6549	Collier County	339	167543A	Upper
Staffed Branch (1)	1	Winter Park Village Branch	810 N Orlando Ave		Winter Park	FL	32789	32789-2922	Orange County	377	148740A	Moderate
Staffed Branch (1)	1	Rockefeller Center Branch	1290 Avenue of the Americas		New York	NY	10104	10104-0101	New York County	2023	133326A	Upper
Staffed Branch (1)	1	Canarsie Branch	9013 Flatlands Ave		Brooklyn	NY	11236	11236-3615	Kings	2016	151926A	Middle
Staffed Branch (1)	1	Bohemia Brookhaven Store Branch	3560 Veterans Memorial Hwy		Bohemia	NY	11716	11716-1007	Suffolk County	2044	152587A	Middle
Staffed Branch (1)	1	Great Falls Branch	9901 Georgetown Pike		Great Falls	VA	22086	22086-2826	Fairfax County	2924	202729A	Upper
Staffed Branch (1)	1	Boorum Hill Branch	252 Atlantic Ave		Brooklyn	NY	11201	11201-5716	Kings	2016	148579A	Upper
Staffed Branch (1)	1	West Springfield Old Keene Mill Branch	8310 Old Keene Mill Rd		Springfield	VA	22152	22152-1640	Fairfax County	2924	151721A	Upper
Staffed Branch (1)	1	33rd & 8th Branch	461 8th Ave		New York	NY	10001	10001-1810	New York County	2023	168735A	Upper
Staffed Branch (1)	1	Grand & Allen Branch	314 Grand St		New York	NY	10002	10002-4502	New York County	2023	153388A	Moderate
Staffed Branch (1)	1	Nanuet Branch	104 Market St E		Nanuet	NY	10954	10954	Rockland County	2036	133338A	Upper
Staffed Branch (1)	1	Rock Hill Main Branch	331 E Main St		Rock Hill	SC	29730	29730-5371	York County	2451	155854A	Low
Staffed Branch (1)	1	Charlton And Varick Branch	175 Varick St		New York	NY	10014	10014-4604	New York County	2023	155767A	Upper
Staffed Branch (1)	1	Hewlett Branch	1 Veterans Memorial Plaza		Hewlett	NY	11557	11557	Nassau County	2022	172055A	Middle
Staffed Branch (1)	1	Calle Ocho Branch	1208 SW 8th St		Miami	FL	33135	33135-4004	Miami-Dade County	341	172373A	Moderate
Staffed Branch (1)	1	Hollywood441	401 S State Rd 7		Hollywood	FL	33023	33023-6719	Broward County	334	172374A	Middle
Staffed Branch (1)	1	Prospect Heights Branch	482 Bergen St # 484		Brooklyn	NY	11217	11217-2402	Kings	2016	172439A	Upper
Staffed Branch (1)	1	Falham Bay Branch	1765 Crosby Ave		Bronx	NY	10461	10461-4901	Bronx	1995	172440A	Moderate
Staffed Branch (1)	1	134th and Lenox	1100 W 134th St		New York	NY	10027	10027-4403	New York County	2023	172441A	Middle
Staffed Branch (1)	1	Jericho Branch	391 Jericho Tpke		Jericho	NY	11753	11753-1304	Suffolk County	2022	172451A	Upper
Staffed Branch (1)	1	Melville Branch	1144 Walt Whitman Rd		Melville	NY	11747	11747-3006	Suffolk County	2044	172452A	Upper
Staffed Branch (1)	1	Grand Concourse Branch	148 E Fordham Rd		Bronx	NY	10468	10468-5408	Bronx	1995	172457A	Low
Staffed Branch (1)	1	Newark-Market Street Branch	418-428 Market St		Newark	NJ	07105	07105-2236	Essex County	1928	172613A	Low
Staffed Branch (1)	1	Rutland Drive Up	33 Evelyn St		Rutland	VT	06701	06701	Rutland County	3045	117448A	Moderate
Staffed Branch (1)	1	Flushing Murray Hill Branch	15038 Northern Blvd		Flushing	NY	11354	11354-4950	Queens	2033	172686A	Middle
Staffed Branch (1)	1	Greenlawn Branch	460 Pulaski Rd		Greenlawn	NY	11740	11740-1819	Suffolk County	2044	172721A	Upper
Staffed Branch (1)	1	Auburn-Southbridge Street	460 Southbridge St		Auburn	MA	01501	01501-2442	Worcester County	1201	096972A	Middle
Staffed Branch (1)	1	Allendale-4th Street										

TD BANK, N.A. BRANCHES
(As of March 5, 2022)

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	West Concord	1112 Main St		Concord	MA	01742	01742-3200	Middlesex County	1196	153311A	Upper
Staffed Branch (1)	1	Naples Park Branch	877 91st Ave N		Naples	FL	134108	134108-2401	Collier County	339	207138A	Middle
Staffed Branch (1)	1	Bernardsville Branch	70 Morristown Rd		Bernardsville	NJ	07924	07924-2369	Somerset County	1939	133350A	Upper
Staffed Branch (1)	1	Flager/Fontainebleau Branch	9201 W Flagler St		Miami	FL	33174	33174-2406	Miami-Dade County	341	207426A	Middle
Staffed Branch (1)	1	Palm Springs	2735 10th Ave N		Palm Springs	FL	33461	33461-3184	Palm Beach County	379	207435A	Low
Staffed Branch (1)	1	West Miami Gardens	8711 NW 186th St		Hialeah	FL	33018	33018	Miami-Dade County	341	207413A	Upper
Staffed Branch (1)	1	Princeton Nassau Branch	256 Nassau St		Princeton	NJ	08540	08540-4619	Mercer County	1932	207482A	Upper
Staffed Branch (1)	1	Lake Worth-Dixie Branch	130 N Dixie Hwy		Lake Worth Beach	FL	33460	33460-6810	Palm Beach County	379	207496A	Upper
Staffed Branch (1)	1	McLean Branch	6280 Old Dominion Dr		McLean	VA	22101	22101-4217	Fairfax County	2924	207502A	Upper
Staffed Branch (1)	1	Little River Turnpike Branch	6566 Little River Tpke		Alexandria	VA	22312	22312-1443	Fairfax County	2924	207506A	Middle
Staffed Branch (1)	1	Fresh Meadows Branch	17530 Horace Harding Expy		Fresh Meadows	NY	11365	11365	Queens	2033	207457A	Upper
Staffed Branch (1)	1	Sawgrass	12391 W Sunrise Blvd		Plantation	FL	33323	33323-2230	Broward County	334	154727A	Upper
Staffed Branch (1)	1	Southern Artery	476 Southern Artery		Quincy	MA	02169	02169-4614	Norfolk County	1198	207541A	Middle
Drive-in (2)	2	North Quincy	323 Hancock St		Quincy	MA	02271	02271-2405	Norfolk County	1198	207540A	Middle
Staffed Branch (1)	1	Bird Pointe Branch	14717 SW 42nd St		Miami	FL	33185	33185-3881	Miami-Dade County	341	207631A	Upper
Staffed Branch (1)	1	South Dixie & Ludlum Branch	6601 S Dixie Hwy		Miami	FL	33143	33143-7919	Miami-Dade County	341	207498A	Upper
Staffed Branch (1)	1	Rosindale Branch	930 American Legion Hwy		Rosindale	MA	02131	02131	Suffolk County	1200	207759A	Middle
Staffed Branch (1)	1	Whiting Street Branch	112 Whiting St		Hingham	MA	02043	02043-3821	Plymouth County	1199	207758A	Upper
Staffed Branch (1)	1	South Boston	306 W Broadway		Boston	MA	02127	02127-1931	Suffolk County	1200	189903A	Upper
Staffed Branch (1)	1	Burlington District Branch	2200 District Ave		Burlington	MA	01803	01803-5074	Middlesex County	1196	123459A	Middle
Staffed Branch (1)	1	Boylston St & Kilmarnock St Branch	1333 Boylston St		Boston	MA	02215	02215-3909	Suffolk County	1200	208317A	Middle
Staffed Branch (1)	1	Norwood Branch	143 Nahatan St		Norwood	MA	02062	02062-4253	Norfolk County	1198	208318A	Middle
Staffed Branch (1)	1	Elwood Branch	1941 Jericho Tpke		Elwood	NY	11731	11731-6208	Suffolk County	2044	208322A	Middle
Staffed Branch (1)	1	Middletown Branch	553 W Main Rd		Middletown	RI	02842	02842-6310	Newport County	2403	208335A	Upper
Staffed Branch (1)	1	North Providence Branch	1923 Mineral Spring Ave		North Providence	RI	02904	02904-3722	Providence County	2404	208366A	Middle
Staffed Branch (1)	1	Franklin Avenue Branch	720 Franklin Ave		Franklin Square	NY	11010	11010-1111	Nassau County	2022	208341A	Moderate
Staffed Branch (1)	1	Oakland Park Branch	3735 N Federal Hwy		Oakland Park	FL	33308	33308	Broward County	334	208354A	Low
Staffed Branch (1)	1	Palmetto Bay Branch	14395 S Dixie Hwy		Palmetto Bay	FL	33176	33176-7225	Miami-Dade County	341	208356A	Upper
Staffed Branch (1)	1	Boca Raton Clint Moore Branch	1801 Clint Moore Rd		Boca Raton	FL	33487	33487-2752	Palm Beach County	379	2018455A	Upper
Staffed Branch (1)	1	Cheltenham Branch	2431 W Cheltenham Ave		Wyncote	PA	19095	19095-2945	Montgomery County	2301	134829A	Middle
Staffed Branch (1)	1	Pompano Beach Branch	1175 S Federal Hwy		Pompano Beach	FL	33062	33062-7066	Broward County	334	208476A	Upper
Staffed Branch (1)	1	Cleawater Branch	2689 Gulf To Bay Blvd		Cleawater	FL	33759	33759-4950	Pinellas County	381	208745A	Middle
Staffed Branch (1)	1	Stuart-South Federal	989 SE Federal Hwy		Stuart	FL	34994	34994-3734	Martin County	371	087623A	Moderate
Staffed Branch (1)	1	Five Points Branch	2006 Devine St		Columbia	SC	29205	29205-2213	Richland County	2445	208873A	Middle
Staffed Branch (1)	1	Sarasota Main Branch	3450 Clark Rd		Sarasota	FL	34231	34231-8406	Sarasota County	387	208981A	Moderate
Staffed Branch (1)	1	Tarpon Springs Branch	40916 US Hwy 19 N		Tarpon Springs	FL	34689	34689-5446	Pinellas County	381	209028A	Moderate
Staffed Branch (1)	1	Palm Beach Lakes Branch	1841 Palm Beach Lakes Blvd		West Palm Beach	FL	33401	33401-2001	Palm Beach County	379	209147A	Moderate
Staffed Branch (1)	1	Tyrene Square Branch	2208 66th St N		Saint Petersburg	FL	33710	33710-3909	Pinellas County	381	209531A	Middle
Staffed Branch (1)	1	Co Op City Branch	300 Baychester Ave		Bronx	NY	10475	10475-4566	Bronx	1995	209530A	Middle
Staffed Branch (1)	1	South Beach - Alton Road Branch	11570 Alton Rd		Miami Beach	FL	33139	33139-3401	Miami-Dade County	341	210108A	Upper
Staffed Branch (1)	1	Bushwick Branch	20 Graham Ave		Brooklyn	NY	11206	11206-4200	Kings	2016	213392A	Moderate
Staffed Branch (1)	1	Ormond Beach Branch	1280 W Granada Blvd		Ormond Beach	FL	32174	32174-5950	Volusia County	393	208637A	Middle
Staffed Branch (1)	1	Chantilly Branch	13900 Lee Jackson Memorial Hwy		Chantilly	VA	20151	20151-3202	Fairfax County	2924	210797A	Upper
Staffed Branch (1)	1	Estero Branch	8660 Corkscrew Rd		Estero	FL	33928	33928-3209	Lee County	364	210899A	Upper
Staffed Branch (1)	1	Lake Nona Branch	13044 Narcoossee Rd		Orlando	FL	32832	32832-6925	Orange County	377	212366A	Upper
Staffed Branch (1)	1	TD Bank Sun City Ruskin	3726 Sun City Center Blvd		Sun City Center	FL	33573	33573-7082	Hillsborough County	357	212393A	Upper
Staffed Branch (1)	1	Naples Main Branch	3906 Tamiami Trail N		Naples	FL	34103	34103-3506	Collier County	339	212397A	Middle
Staffed Branch (1)	1	Middletown Branch	804 Kohl Ave		Middletown	DE	19709	19709-4703	New Castle County	327	212411A	Middle
Staffed Branch (1)	1	North Mount Pleasant	1135 Muhlenbergia Dr		Mount Pleasant	SC	29466	29466-8405	Charleston County	2415	212833A	Upper
Staffed Branch (1)	1	One Vanderbilt Branch	1 Vanderbilt Ave		New York	NY	10017	10017-3852	New York County	2023	213187A	Upper
Staffed Branch (1)	1	University Point Orlando Branch	11871 University Blvd		Orlando	FL	32817	32817-2129	Orange County	377	209530A	Upper
Drive-in (2)	2	East Bay Street Branch	588 E Bay St		Charleston	SC	129403	129403-6346	Charleston County	2415	212412A	Low
Staffed Branch (1)	1	Julington Creek	12889 San Jose Blvd		Jacksonville	FL	32223	32223	Duval County	2444	213228A	Upper
Staffed Branch (1)	1	Flatbush	949 Flatbush Avenue		Brooklyn	NY	11226	11226	Kings County	2016	213605A	Moderate

PUBLIC EXHIBIT 4

LIST OF FIRST HORIZON BANK'S BRANCHES

FIRST HORIZON BANK BRANCHES
(As of March 5, 2022)

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	23rd Street Branch	2001 E 23rd St		Chattanooga	TN	37404	37404-5807	Hamilton County	2550		Low
Staffed Branch (1)	1	25th Street Branch	85 25th St NW		Cleveland	TN	37311	37311-3830	Bradley County	2523		Middle
Staffed Branch (1)	1	41st Street Branch	400 Arthur Godfrey Rd		Miami Beach	FL	33140	33140-3516	Miami-Dade County	341		Upper
Staffed Branch (1)	1	70th Street Branch	6985 Fern Loop		Shreveport	LA	71105	71105-4158	Caddo Parish	1132		Upper
Staffed Branch (1)	1	Abbott-Martin Branch	2115 Abbott Martin Rd		Nashville	TN	37215	37215-2615	Davidson County	2536		Upper
Staffed Branch (1)	1	Acadian Village Branch	3555 Perkins Rd		Baton Rouge	LA	70868	70868-2262	East Baton Rouge Parish	1140		Upper
Staffed Branch (1)	1	Advance Branch	5381 US Hwy 158		Advoca	NC	27908	27908-6907	Davie County	1695		Upper
Staffed Branch (1)	1	Arline-Pecue Branch	12320 Arline Hwy		Baton Rouge	LA	70817	70817-5107	East Baton Rouge Parish	1140		Upper
Staffed Branch (1)	1	Airport Road Branch	775 Airport Rd N		Naples	FL	34104	34104-6104	Collier County	339		Middle
Staffed Branch (1)	1	Alcoa Branch	112 S Hall Rd		Alcoa	TN	37701	37701-2602	Blount County	2522		Moderate
Staffed Branch (1)	1	Altamonte Branch	520 W SR 436		Altamonte Springs	FL	32714	32714-4045	Seminole County	388		Moderate
Staffed Branch (1)	1	Apopka Branch	1420 W Orange Blossom Trl		Apopka	FL	32712	32712-2637	Orange County	377		Upper
Staffed Branch (1)	1	Archdale Branch	10108 S Main St		Archdale	NC	27263	27263-3134	Randolph County	1741		Middle
Staffed Branch (1)	1	Arlington Branch	11610 Highway 70		Arlington	TN	38002	38002-8581	Shelby County	2596		Upper
Staffed Branch (1)	1	Asheville Highway Branch	503 Asheville Hwy		Greenville	TN	37743	37743-4669	Greene County	2547		Middle
Staffed Branch (1)	1	Auburn Road Branch	1790 E Venice Ave		Venice	FL	34292	34292-3191	Sarasota County	387		Middle
Staffed Branch (1)	1	Aventura Branch	18841 NE 29th Ave		Aventura	FL	33180	33180-2826	Miami-Dade County	341		Upper
Staffed Branch (1)	1	Barrow Street Branch	708 Barrow St		Houma	LA	70360	70360-4702	Terrebonne Parish	1178		Middle
Staffed Branch (1)	1	Bartlett Main Branch	8891 Summer Ave		Bartlett	TN	38133	38133	Shelby County	2596		Upper
Staffed Branch (1)	1	Bartlett Stage Branch	5931 Stage Rd		Bartlett	TN	38134	38134-4521	Shelby County	2596		Middle
Staffed Branch (1)	1	Bearden Branch	4805 Kingston Pike		Knoxville	TN	37919	37919-5110	Knox County	2564		Middle
Staffed Branch (1)	1	Bellevue Branch	8160 Sawyer Brown Rd		Nashville	TN	37221	37221-1402	Davidson County	2536		Middle
Staffed Branch (1)	1	Belmont Branch	6440 W Wilkinson Blvd		Belmont	NC	28012	28012-2858	Gaston County	1701		Middle
Staffed Branch (1)	1	Belway NW Branch	8910 W Sam Houston Pkwy N		Houston	TX	77040	77040-5319	Harris County	2713		Low
Staffed Branch (1)	1	Bentonville Branch	706 S Walton Blvd		Bentonville	AR	72712	72712-5751	Benton County	98		Middle
Staffed Branch (1)	1	Berclair Branch	4330 Summer Ave		Memphis	TN	38122	38122-4000	Shelby County	2596		Middle
Staffed Branch (1)	1	Bethesda Point Branch	1611 S Miami Blvd		Durham	NC	27703	27703-5627	Durham County	1697		Upper
Staffed Branch (1)	1	Big Pine Key Branch	30480 Overseas Blvd		Big Pine Key	FL	33043	33043-3421	Monroe County	373		Upper
Staffed Branch (1)	1	Binghampton Branch	2504 Poplar Ave		Memphis	TN	38112	38112-3716	Shelby County	2596		Low
Staffed Branch (1)	1	Biscayne Blvd. Branch	200 S Biscayne Blvd		Miami	FL	33131	33131-2310	Miami-Dade County	341		Middle
Staffed Branch (1)	1	Bolling Springs Branch	3080 Bolling Springs Rd		Bolling Springs	NC	28316	28316-6006	Spartanburg County	2447		Middle
Staffed Branch (1)	1	Boone Branch	125 Leola St		Boone	NC	28607	28607-5300	Wilkes County	1760		Middle
Staffed Branch (1)	1	Bradenton Branch	5310 E State Rd 64		Bradenton	FL	34208	34208-5500	Manatee County	3269		Middle
Staffed Branch (1)	1	Breaux Bridge Branch	1410 Rees St		Breaux Bridge	LA	70517	70517-4300	St. Martin Parish	1173		Moderate
Staffed Branch (1)	1	Brenwood Branch	202 Franklin Rd		Brenwood	TN	37027	37027-5209	Williamson County	2611		Upper
Staffed Branch (1)	1	Brickell Branch	1101 Brickell Ave		Miami	FL	33131	33131-3006	Miami-Dade County	341		Middle
Staffed Branch (1)	1	Broadmoor	5121 Johnston St		Lafayette	LA	70503	70503-5157	Lafayette Consolidated Government	1151		Middle
Staffed Branch (1)	1	Brookhaven Branch	2221 Johnson Ferry Rd NE		Atlanta	GA	30319	30319-2203	DeKalb County	440		Upper
Staffed Branch (1)	1	Brooks Grande Plaza Branch	8100 Health Center Blvd		Bonita Springs	FL	34135	34135-8179	Lee County	364		Middle
Staffed Branch (1)	1	Broussard Branch	1100 E Main St		Broussard	LA	70518	70518-5078	Lafayette Consolidated Government	1151		Middle
Staffed Branch (1)	1	Bryant Branch	5111 Hwy 5 N		Bryant	AR	72022	72022-9090	Saline County	157		Upper
Staffed Branch (1)	1	Buckhead Center	2970 Peachtree Rd NW		Atlanta	GA	30305	30305-2192	Fulton County	456		Upper
Staffed Branch (1)	1	Burlington Branch	121 Kirkwood St		Knoxville	TN	37914	37914-4622	Knox County	2564		Moderate
Staffed Branch (1)	1	Burlington Main Branch	445 S Main St		Burlington	NC	27215	27215-5838	Alamance County	1666		Middle
Staffed Branch (1)	1	Cambell Station Branch	11885 Parkside Dr		Farmington	TN	37834	37834-2860	Knox County	2564		Upper
Staffed Branch (1)	1	Cape Parkway Branch	506 Cape Coral Pkwy E		Cape Coral	FL	33904	33904-8544	Lee County	364		Moderate
Staffed Branch (1)	1	Carenco Branch	805 Veterans Dr		Carenco	LA	70520	70520-3702	Lafayette Consolidated Government	1151		Middle
Staffed Branch (1)	1	Carylvs Branch	4494 Hwy 27 S		Sulphur	LA	70665	70665-7993	Calcasieu Parish	1133		Upper
Staffed Branch (1)	1	Cary Branch	3685 SW Cary Pkwy		Cary	NC	27513	27513-8913	Wake County	1757		Upper
Staffed Branch (1)	1	Cason Lane Branch	154 Cason Ln		Murfreesboro	TN	37128	37128-4838	Rutherford County	2592		Middle
Staffed Branch (1)	1	Cedar Bluff Branch	324 N Cedar Bluff Rd		Knoxville	TN	37923	37923-4539	Knox County	2564		Moderate
Drive-in (2)	2	Center Street Drive-In	412 W Center St		Kingsport	TN	37660	37660-3656	Sullivan County	2599		Moderate
Staffed Branch (1)	1	Century Center	2987 Clairmont Rd NE		Atlanta	GA	30329	30329-4448	DeKalb County	440		Moderate
Staffed Branch (1)	1	Charlotte SouthPark Branch	6816 Morrison Blvd		Charlotte	NC	28211	28211-5586	Mecklenburg County	1725		Upper
Staffed Branch (1)	1	Charlotte Uptown Branch	301 S McDowell St		Charlotte	NC	28204	28204-2655	Mecklenburg County	1725		Upper
Staffed Branch (1)	1	Chattanooga Main Branch	701 Market St		Chattanooga	TN	37402	37402-4528	Hamilton County	2550		Moderate
Staffed Branch (1)	1	Cheriton Branch	21383 Lakewood Hwy		Cheriton	VA	23310	23310	Northampton County	2958		Middle
Staffed Branch (1)	1	China Grove Branch	200 N Main St		China Grove	NC	28023	28023-2530	Rowan County	1745		Upper
Staffed Branch (1)	1	Church Street Branch	808 Church St		Murfreesboro	TN	37130	37130-2827	Rutherford County	2592		Moderate
Staffed Branch (1)	1	Cities Services Branch	4100 Maplewood Dr		Sulphur	LA	70663	70663-6410	Calcasieu Parish	1133		Upper
Staffed Branch (1)	1	City Center Branch	599 9th St N		Naples	FL	34102	34102-5623	Collier County	339		Upper
Drive-in (2)	2	Claiborne Drive-Up	6309 S Claiborne Ave		New Orleans	LA	70125	70125-4107	Orleans Parish	1159		Upper
Staffed Branch (1)	1	Clemmons Branch	6290 Towncenter Dr		Clemmons	NC	27012	27012-9376	Forsyth County	1699		Middle
Staffed Branch (1)	1	Cleveland Main Branch	3870 Keith St NW		Cleveland	TN	37312	37312-4336	Bradley County	2523		Upper
Staffed Branch (1)	1	College Park Branch	1901 Edgewater Dr		Orlando	FL	32804	32804-5826	Orange County	377		Middle
Staffed Branch (1)	1	College Pointe Branch	9101 College Pointe Ct		Fort Myers	FL	33919	33919-3245	Lee County	364		Upper
Staffed Branch (1)	1	Collinsville Main Branch	1182 W Poplar Ave		Collinsville	TN	38017	38017-3196	Shelby County	2596		Upper
Staffed Branch (1)	1	Collinsville Branch	3000 Virginia Ave		Collinsville	VA	24078	24078-2276	Henry County	2939		Moderate
Staffed Branch (1)	1	Colonial Crossings Branch	4670 Summerlin Rd		Fort Myers	FL	33919	33919-1063	Lee County	364		Upper
Staffed Branch (1)	1	Colonial Heights Branch	4301 Fort Henry Dr		Kingsport	TN	37665	37665-2229	Sullivan County	2599		Upper
Staffed Branch (1)	1	Columbia Hatcher Lane Branch	1404 S James Campbell Blvd		Columbia	TN	38401	38401-5183	Mauzy County	2577		Middle
Staffed Branch (1)	1	Columbia Main Branch	200 W 7th St		Columbia	TN	38401	38401-3234	Mauzy County	2577		Middle
Staffed Branch (1)	1	Columbia Main Street Branch	1320 Main St		Columbia	SC	29201	29201-3204	Richland County	2445		Middle
Staffed Branch (1)	1	Columbia Main Street Drive Thru	1340 Sumner St		Columbia	SC	29201	29201-3324	Richland County	2445		Middle
Staffed Branch (1)	1	Concord Hills Branch	7901 Concord Hills Dr		Brentwood	TN	37027	37027-8836	Davidson County	2536		Upper
Staffed Branch (1)	1	Cookeville Main Branch	345 S Jefferson Ave		Cookeville	TN	38501	38501-3492	Putnam County	2588		Moderate
Staffed Branch (1)	1	Cool Springs Branch	7082 Bakers Bridge Ave		Franklin	TN	37067	37067-1617	Williamson County	2611		Middle
Staffed Branch (1)	1	Coral Gables Branch	2109 Ponce De Leon Blvd		Coral Gables	FL	33134	33134-5211	Miami-Dade County	341		Upper
Staffed Branch (1)	1	Cornelius Branch	8231 Magnolia Estates Dr		Cornelius	NC	28031	28031-8280	Mecklenburg County	1725		Upper
Staffed Branch (1)	1	Country Club Road Branch	4701 Country Club Rd		Winston-Salem	NC	27104	27104-3521	Forsyth County	1699		Upper
Staffed Branch (1)	1	Coursey Branch	14150 Coursey Blvd		Baton Rouge	LA	70817	70817-1313	East Baton Rouge Parish	1140		Upper
Staffed Branch (1)	1	Covington Branch	70470 Hwy 21		Covington	LA	70433	70433-8102	St. Tammany Parish	1175		Upper
Staffed Branch (1)	1	Cresline Village Branch	100 Euclid Ave		Birmingham	AL	35213	35213-2907	Jefferson County	64		Upper
Staffed Branch (1)	1	Crosdale Branch	1821 Hillsdale Rd		Durham	NC	27705	27705-2659	Durham County	1697		Moderate
Staffed Branch (1)	1	Crossings Branch	3230 Peoples St		Johnson City	TN	37604	37604-4142	Washington County	2607		Upper
Staffed Branch (1)	1	Crosstown Branch	1338 Union Ave		Memphis	TN	38104	38104-3531	Shelby County	2596		Moderate
Staffed Branch (1)	1	Crowley Branch	576 N Parkerson Ave		Crowley	LA	70526	70526-4364	Acadia Parish	1124		Middle
Staffed Branch (1)	1	Crumpler Place	7430 Goodman Rd		Olive Branch	MS	38654	38654-2003	De Soto County	1543		Upper
Staffed Branch (1)	1	Cumberland Branch	3625 Cumberland Blvd SE		Atlanta	GA	30339	30339-3361	Cobb County	429		Middle
Staffed Branch (1)	1	Dadeland Branch	9100 S Dadeland Blvd		Miami	FL	33156	33156-7814	Miami-Dade County	341		Moderate
Staffed Branch (1)	1	Dalhousie Branch	111 S Chestate St		Dalhousie	GA	30533	30533-1262	Lumpkin County	489		Middle
Staffed Branch (1)	1	Dandridge Branch	1030 Hwy 92 S		Dandridge	TN	37725	37725-4878	Jefferson County	2562		Middle

FIRST HORIZON BANK BRANCHES
(As of March 5, 2022)

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Daniels Road Branch	6651 Orion Dr		Fort Myers	FL	33912	33912-4319	Lee County	364		Upper
Staffed Branch (1)	1	Deer Park Branch	1601 Center St		Deer Park	TX	77536	77536-3507	Harris County	2713		Middle
Staffed Branch (1)	1	Del Prado Branch	812 Del Prado Blvd S		Cape Coral	FL	33990	33990-2669	Lee County	364		Middle
Staffed Branch (1)	1	Delray Beach Branch	900 SE 6th Ave		Delray Beach	FL	33483	33483-5117	Palm Beach County	379		Low
Staffed Branch (1)	1	Donelson Branch	2621 Lebanon Pike		Nashville	TN	37214	37214-2424	Davidson County	2536		Middle
Staffed Branch (1)	1	Doral Banking Center Branch	3275 NW 67th Ave		Miami	FL	33172	33172-1209	Miami-Dade County	341		Upper
Staffed Branch (1)	1	Douglas Road Branch	102 NW 37th Ave		Miami	FL	33125	33125-4826	Miami-Dade County	341		Moderate
Staffed Branch (1)	1	Downtown Asheboro Branch	101 Sunset Ave		Asheboro	NC	27203	27203-5607	Randolph County	1741		Moderate
Staffed Branch (1)	1	Downtown Baton Rouge	171 3rd St		Baton Rouge	LA	70801	70801-1302	East Baton Rouge Parish	1140		Moderate
Staffed Branch (1)	1	Downtown Birmingham Branch	2025 3rd Ave N		Birmingham	AL	35203	35203-3323	Jefferson County	64		Moderate
Staffed Branch (1)	1	Downtown Fort Myers Branch	2247 1st St		Fort Myers	FL	33901	33901-2943	Lee County	364		Middle
Staffed Branch (1)	1	Downtown Greenville Branch	110 E Court St		Greenville	SC	29601	29601-4904	Greenville County	2428		Upper
Staffed Branch (1)	1	Downtown Hickory Office	25 3rd St NW		Hickory	NC	28601	28601-6134	Catawba County	1683		Upper
Staffed Branch (1)	1	Downtown Huntsville Branch	400 Meridian St N		Huntsville	AL	35801	35801-4721	Madison County	72		Upper
Staffed Branch (1)	1	Downtown Jacksonville	135 W Bay St		Jacksonville	FL	32202	32202-3805	Duval County/City of Jacksonville	344		Moderate
Staffed Branch (1)	1	Downtown Jonesboro Branch	420 S Main St		Jonesboro	AR	72401	72401-2963	Craighead County	110		Moderate
Staffed Branch (1)	1	Downtown Lenoir Branch	707 College Ave SW		Lenoir	NC	28645	28645-5446	Caldwell County	1679		Moderate
Staffed Branch (1)	1	Downtown Mobile Branch	64 N Royal St		Mobile	AL	36602	36602-3804	Mobile County	76		Upper
Staffed Branch (1)	1	Downtown Orlando Branch	80 N Court Ave		Orlando	FL	32801	32801-2417	Orange County	377		Moderate
Staffed Branch (1)	1	Downtown St Petersburg Branch	1500 4th St N		Saint Petersburg	FL	33701	33701-1202	Pinellas County	381		Middle
Staffed Branch (1)	1	Downtown Tampa Branch	201 N Franklin St		Tampa	FL	33602	33602-5162	Hillsborough County	357		Upper
Staffed Branch (1)	1	Downtown West Branch	1815 Downtown West Blvd		Knoxville	TN	37919	37919-5415	Knox County	2564		Middle
Staffed Branch (1)	1	East Brainerd Branch	7820 E Brainerd Rd		Chattanooga	TN	37421	37421-3201	Hamilton County	2550		Upper
Staffed Branch (1)	1	East End Branch	1741 Ashville Hwy		Knoxville	TN	37924	37924-3904	Knox County	2564		Middle
Staffed Branch (1)	1	East Greenville Branch	2841 E Andrew Johnson Hwy		Greenville	TN	37745	37745-0957	Greene County	2547		Middle
Staffed Branch (1)	1	East Nashville Branch	965 Woodland St		Nashville	TN	37206	37206-3753	Davidson County	2536		Low
Staffed Branch (1)	1	East Poplar Branch	4990 Poplar Ave		Memphis	TN	38117	38117-7600	Shelby County	2596		Upper
Staffed Branch (1)	1	East Ridge Branch	5401 Ringgold Rd		Chattanooga	TN	37412	37412-3127	Hamilton County	2550		Middle
Staffed Branch (1)	1	Edwards Mill Branch	3100 Edwards Mill Rd		Raleigh	NC	27612	27612-5384	Wake County	1757		Middle
Staffed Branch (1)	1	Elmwood Branch	5120 Citrus Blvd		Harahan	LA	70123	70123-2345	Jefferson Parish	1149		Upper
Staffed Branch (1)	1	Essan Lane Branch	3700 Essan Ln		Baton Rouge	LA	70809	70809-2134	East Baton Rouge Parish	1140		Upper
Staffed Branch (1)	1	Flagler Branch	22530 US Highway 98		Flagler	FL	32032	32032-8303	Volusia County	29		Upper
Staffed Branch (1)	1	Faith Road Branch	225 Faith Rd		Salisbury	NC	28146	28146-7005	Rowan County	1745		Moderate
Staffed Branch (1)	1	Falls River Branch	1151 Falls River Ave		Raleigh	NC	27614	27614-8515	Wake County	1757		Upper
Staffed Branch (1)	1	Farrington Branch	7808 Farrington Blvd		Germantown	TN	38138	38138-2941	Shelby County	2596		Upper
Staffed Branch (1)	1	Farragut Branch	11864 Kingston Pike		Farragut	TN	37934	37934-3849	Knox County	2564		Upper
Staffed Branch (1)	1	First Stratford Branch	101 S Stratford Rd		Winston-Salem	NC	27104	27104-4213	Forsyth County	1699		Upper
Staffed Branch (1)	1	Flagler Street Branch	44 W Flagler St		Miami	FL	33130	33130-1808	Miami-Dade County	341		Upper
Staffed Branch (1)	1	Forest Hill Heights Branch	9185 Winchester Rd		Germantown	TN	38138	38138-8509	Shelby County	2596		Upper
Staffed Branch (1)	1	Fort Lauderdale Branch	1201 S Andrews Ave		Fort Lauderdale	FL	33316	33316-1835	Broward County	334		Moderate
Staffed Branch (1)	1	Fountain City Branch	5225 N Broadway St		Knoxville	TN	37918	37918-2345	Knox County	2564		Middle
Staffed Branch (1)	1	Franklin Main Branch	231 Public Sq		Franklin	TN	37064	37064-2532	Williamson County	2611		Moderate
Staffed Branch (1)	1	Fultonville Branch	1591 Decatur Hwy		Fultonville	AL	35068	35068-1747	Jefferson County	64		Middle
Staffed Branch (1)	1	Gallatin Main Branch	663 Nashville Pike		Gallatin	TN	37066	37066-3124	Sumner County	2600		Moderate
Staffed Branch (1)	1	Gastonia Branch	804 S New Hope Rd		Gastonia	NC	28054	28054-4814	Gaston County	1701		Middle
Staffed Branch (1)	1	Gatlinburg Branch	960 E Parkway		Gatlinburg	TN	37738	37738-4910	Sevier County	2595		Middle
Staffed Branch (1)	1	Gentilly Branch	3120 Gentilly Blvd		New Orleans	LA	70122	70122-3854	Orleans Parish	1159		Moderate
Staffed Branch (1)	1	Germantown Main Branch	7640 Poplar Ave		Germantown	TN	38138	38138-3927	Shelby County	2596		Upper
Staffed Branch (1)	1	Golden Gate Branch	5247 Golden Gate Pkwy		Naples	FL	34116	34116-7669	Collier County	339		Moderate
Staffed Branch (1)	1	Graham Branch	227 S Main St		Graham	NC	27253	27253-3301	Alamance County	1666		Middle
Staffed Branch (1)	1	Grand Lake Branch	10323 Gulf Hwy		Lake Charles	LA	70607	70607-8636	Cameron Parish	1135		Upper
Staffed Branch (1)	1	Granite Falls Branch	23 N Main St		Granite Falls	NC	28630	28630-1401	Caldwell County	1679		Moderate
Staffed Branch (1)	1	Grassland Branch	2200 Hillsboro Rd		Franklin	TN	37069	37069-6218	Williamson County	2611		Upper
Staffed Branch (1)	1	Green Hills Branch	4014 Hillsboro Pike		Nashville	TN	37215	37215-2721	Davidson County	2536		Upper
Staffed Branch (1)	1	Green Valley Branch	1429 Westover Ter		Greensboro	NC	27408	27408-2000	Guilford County	1706		Middle
Staffed Branch (1)	1	Greensboro Branch	1505 Highwoods Blvd		Greensboro	NC	27410	27410-2047	Guilford County	1706		Upper
Staffed Branch (1)	1	Greenway Commons Branch	3810 Richmond Ave		Hickory	TX	77027	77027-5802	Harris County	2713		Upper
Branch - Other (12)	12	Greenway Plaza Branch	11 Greenway Plz		Houston	TX	77046	77046-1100	Harris County	2713		Upper
Staffed Branch (1)	1	Halls Branch	6801 Maynardville Pike		Knoxville	TN	37918	37918-5310	Knox County	2564		Moderate
Staffed Branch (1)	1	Hamilton Place Branch	2221 Hamilton Place Blvd		Chattanooga	TN	37421	37421-6058	Hamilton County	2550		Middle
Staffed Branch (1)	1	Hardin Valley Branch	10606 Hardin Valley Rd		Knoxville	TN	37932	37932-1503	Knox County	2564		Middle
Staffed Branch (1)	1	Harrison Avenue Branch	301 Harrison Ave		New Orleans	LA	70124	70124-3125	Orleans Parish	1159		Upper
Staffed Branch (1)	1	Hendersonville Branch	429 W Main St		Hendersonville	TN	37075	37075-3310	Sumner County	2600		Middle
Staffed Branch (1)	1	Hermitage Tulip Grove Branch	4771 Lebanon Pike		Hermitage	TN	37076	37076-1601	Davidson County	2536		Middle
Staffed Branch (1)	1	Hernando Branch	500 E Commerce St		Hernando	MS	38632	38632-2404	De Soto County	1543		Upper
Staffed Branch (1)	1	Hialeah Branch	821 W 49th St		Hialeah	FL	33012	33012-3544	Miami-Dade County	341		Middle
Staffed Branch (1)	1	Hickory Hill Branch	6595 Kirby Center Cv		Memphis	TN	38115	38115-4313	Shelby County	2596		Moderate
Staffed Branch (1)	1	High Point Branch	2541 Eastchester Dr		High Point	NC	27265	27265-1448	Guilford County	1706		Upper
Staffed Branch (1)	1	Highland Bk Branch	7235 Highland Rd		Baton Rouge	LA	70809	70809-6910	East Baton Rouge Parish	1140		Upper
Branch - Other (12)	12	Hill Center Branch	211 Franklin Rd		Brentwood	TN	37027	37027-5581	Williamson County	2611		Upper
Staffed Branch (1)	1	Hillsborough Central Branch	280 S Chanton St		Hillsborough	NC	27278	27278-2507	Orange County	1733		Middle
Staffed Branch (1)	1	Himes Branch	4105 N Himes Ave		Tampa	FL	33607	33607-6608	Hillsborough County	357		Moderate
Staffed Branch (1)	1	Homestead Branch	777 N Krome Ave		Homestead	FL	33030	33030-2417	Miami-Dade County	341		Moderate
Staffed Branch (1)	1	Hoover Branch	2765 John Hawkins Pkwy		Hoover	AL	35244	35244-4004	Jefferson County	64		Upper
Staffed Branch (1)	1	Homer Blvd Branch	2917 S Homer Blvd		Sanford	NC	27332	27332-9756	Lee County	1718		Moderate
Staffed Branch (1)	1	Huffman Mill Branch	503 Huffman Mill Rd		Burlington	NC	27215	27215-5120	Alamance County	1666		Middle
Staffed Branch (1)	1	Indian Lake Branch	216 Indian Lake Blvd		Hendersonville	TN	37075	37075-6213	Sumner County	2600		Upper
Staffed Branch (1)	1	Ingleswood Branch	3518 Gallatin Pike		Nashville	TN	37216	37216-2604	Davidson County	2536		Moderate
Staffed Branch (1)	1	Islamorada Branch	80900 Overseas Hwy		Islamorada	FL	33036	33036-3792	Monroe County	373		Upper
Staffed Branch (1)	1	Jackson Main Branch	325 Oil Well Rd		Jackson	TN	38305	38305-7926	Madison County	2574		Middle
Staffed Branch (1)	1	Jefferson Terrace Branch	1120 Jefferson Ter		New Beria	LA	70560	70560-5708	Iberia Parish	1146		Middle
Staffed Branch (1)	1	Jewish Branch	175 S Mason St		Jessup	GA	31545	31545-1115	Wayne County	1440		Middle
Staffed Branch (1)	1	JFK Branch	4600 John F Kennedy Blvd		North Little Rock	AR	72116	72116-7311	Pulaski County	547		Middle
Staffed Branch (1)	1	Johns Creek Branch	2555 Peachtree Pkwy		Cumming	GA	30041	30041-7223	Forsyth County	454		Upper
Staffed Branch (1)	1	Johnson City Main Branch	2112 N Roan St		Johnson City	TN	37601	37601-2819	Washington County	2607		Upper
Staffed Branch (1)	1	Johnston Street Branch	2602 Johnson St		Lafayette	LA	70503	70503-3240	Lafayette Consolidated Government	1151		Middle
Staffed Branch (1)	1	Jonesboro Main Branch	1700 E Highland Dr		Jonesboro	AR	72401	72401-6116	Craighead County	110		Upper
Staffed Branch (1)	1	Jonesborough Branch	401 W Jackson Blvd		Jonesborough	TN	37659	37659-1142	Washington County	2607		Upper
Staffed Branch (1)	1	Jupiter Branch	1315 W Indiantown Rd		Jupiter	FL	33458	33458-3907	Palm Beach County	379		Middle
Staffed Branch (1)	1	Justice Center Branch	1002 E Lamar Alexander Pkwy		Maryville	TN	37804	37804-5132	Blount County	2522		Moderate
Staffed Branch (1)	1	Kenner Branch	285 W Esplanade		Kenner	LA	70065	70065-2488	Jefferson Parish	1149		Middle
Staffed Branch (1)	1	Key Biscayne Branch	260 Crandon Blvd # A-51		Key Biscayne	FL	33149	33149-1536	Miami-Dade County	341		Upper

FIRST HORIZON BANK BRANCHES
(As of March 5, 2022)

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Key Largo Branch	99451 Overseas Hwy		Key Largo	FL	33037	33037-4257	Monroe County	373		Upper
Staffed Branch (1)	1	Key West Branch	330 Whitehall St		Key West	FL	33040	33040-6543	Monroe County	373		Upper
Staffed Branch (1)	1	Kildaire Farm Branch	1201 Kildaire Farm Rd		Cary	NC	27511	27511-5523	Wake County	1757		Upper
Staffed Branch (1)	1	Kinder Branch	916 5th Ave		Kinder	LA	70648	70648-3207	Allen Parish	1125		Middle
Staffed Branch (1)	1	King Branch	105 Post Office St		King	NC	27021	27021-8525	Slokes County	1750		Moderate
Staffed Branch (1)	1	Kingsport Main Branch	235 E Center St		Kingsport	TN	37660	37660-4303	Sullivan County	2599		Moderate
Staffed Branch (1)	1	Kingsport Pike West Branch	8607 Kingsport Pike		Kingsport	TN	37622	37622-2316	Knox County	2564		Upper
Staffed Branch (1)	1	Kirby Woods Branch	1845 Kirby Pkwy		Memphis	TN	38138	38138-3608	Shelby County	2596		Upper
Staffed Branch (1)	1	Knoxville Main Branch	800 S Gay St		Knoxville	TN	37929	37929-9729	Knox County	2564		Moderate
Staffed Branch (1)	1	Lafayette Office Branch	440 Hwy 52 Byp W		Lafayette	TN	37083	37083-1730	Macon County	2573		Moderate
Staffed Branch (1)	1	Lake Mary Branch	7090 County Road 46A		Lake Mary	FL	32746	32746-5224	Seminole County	388		Upper
Staffed Branch (1)	1	Lakeshore Branch	8019 Desair St		Monroe	LA	71203	71203-4939	Ouachita Parish	1160		Moderate
Staffed Branch (1)	1	Landmark Branch	315 E Robinson St		Orlando	FL	32801	32801-1912	Orange County	377		Upper
Staffed Branch (1)	1	Las Olas	450 E Las Olas Blvd		Fort Lauderdale	FL	33301	33301-2292	Broward County	334		Upper
Staffed Branch (1)	1	Laurelwood Branch	4655 Poplar Ave		Memphis	TN	38117	38117-4419	Shelby County	2596		Upper
Staffed Branch (1)	1	LaVergne Branch	5211 Murfreesboro Rd		La Vergne	TN	37086	37086-2715	Rutherford County	2592		Moderate
Staffed Branch (1)	1	Lawrenceburg Branch	101 N Locust Ave		Lawrenceburg	TN	38464	38464-3758	Lawrence County	2567		Middle
Staffed Branch (1)	1	Lebanon Main Branch	1615 W Main St		Lebanon	TN	37087	37087-3138	Wilson County	2612		Moderate
Staffed Branch (1)	1	Lakeside Branch	462 New Lakeside Hwy		Asheville	NC	28886	28886-2721	Buncombe County	1676		Middle
Staffed Branch (1)	1	Lewisburg Branch	125 1st Ave N		Lewisburg	TN	37091	37091-1312	Marshall County	2576		Middle
Staffed Branch (1)	1	Lighthouse Point Branch	4820 N Federal Hwy		Lighthouse Point	FL	33064	33064-6514	Broward County	334		Upper
Staffed Branch (1)	1	Longwood East Branch	502 N US Hwy 17 92		Longwood	FL	32750	32750-4414	Seminole County	388		Middle
Staffed Branch (1)	1	Madison Branch	53 Hughes Rd		Madison	AL	35758	35758-2238	Madison County	72		Middle
Staffed Branch (1)	1	Main & Court Branch	260 S Main St		Rocky Mount	VA	24151	24151-1709	Franklin County	2928		Moderate
Staffed Branch (1)	1	Main Street Branch	206 N Main St		Greenville	TN	37745	37745-3816	Greene County	2547		Middle
Staffed Branch (1)	1	Maitland Branch	100 E Packwood Ave		Maitland	FL	32751	32751-5632	Orange County	377		Upper
Staffed Branch (1)	1	Orwin Manor Branch	600 Wilkinson St		Orlando	FL	32803	32803-1048	Orange County	377		Upper
Staffed Branch (1)	1	Mandeville Branch	850 N Causeway Blvd		Mandeville	LA	70448	70448-4627	St. Tammany Parish	1175		Upper
Staffed Branch (1)	1	Manhattan Branch	1720 Manhattan Blvd		Harvey	LA	70058	70058-3410	Jefferson Parish	1149		Moderate
Staffed Branch (1)	1	Marathon Branch	5601 Overseas Hwy		Marathon	FL	33050	33050-2714	Monroe County	373		Upper
Staffed Branch (1)	1	Marathon Old Town Branch	2348 Overseas Hwy		Marathon	FL	33050	33050-2232	Monroe County	373		Moderate
Staffed Branch (1)	1	Marco Island Branch	605 Baird Eagle Dr		Marco Island	FL	33445	33445-2740	Collier County	339		Upper
Staffed Branch (1)	1	Marietta Branch	709 Canton Rd NE		Marietta	GA	30060	30060-8971	Cobb County	4529		Upper
Staffed Branch (1)	1	Marlin Branch	4180 Elvis Presley Blvd		Memphis	TN	38116	38116-5811	Shelby County	2596		Moderate
Staffed Branch (1)	1	Marroero Branch	1820 Barataria Blvd		Marroero	LA	70072	70072-4204	Jefferson Parish	1149		Middle
Staffed Branch (1)	1	Maryville Main Branch	1820 W Broadway Ave		Maryville	TN	37801	37801-5512	Blount County	2522		Moderate
Staffed Branch (1)	1	Mathews Office	2432 McKee Rd		Charlotte	NC	28270	28270-1263	Mecklenburg County	1725		Upper
Staffed Branch (1)	1	Mayfair Branch	4700 Whitesburg Dr SW		Huntsville	AL	35802	35802-1685	Madison County	72		Upper
Staffed Branch (1)	1	McGregor Branch	15280 McGregor Blvd		Fort Myers	FL	33908	33908-1976	Lee County	364		Upper
Staffed Branch (1)	1	McMillan Road Branch	610 McMillan Rd		West Monroe	LA	71291	71291-7938	Ouachita Parish	1160		Middle
Staffed Branch (1)	1	McPherson Branch	929 S McPherson Church Rd		Fayetteville	NC	28303	28303-5368	Cumberland County	2691		Upper
Staffed Branch (1)	1	Mebane Branch	1102 E Washington St		Mebane	NC	27302	27302-2645	Alamance County	1666		Middle
Staffed Branch (1)	1	Medical Center Branch	2555 W Holcombe Blvd		Houston	TX	77030	77030-1903	Harris County	2713		Upper
Staffed Branch (1)	1	Medical Center Chattanooga Branch	979 E 3rd St		Chattanooga	TN	37403	37403-2136	Hamilton County	2550		Moderate
Staffed Branch (1)	1	Medical District Branch	918 S Orange Ave		Orlando	FL	32806	32806-1373	Orange County	377		Moderate
Staffed Branch (1)	1	Medical Park Branch	2006 S Hawthorne Rd		Winston-Salem	NC	27103	27103-3030	Forsyth County	1699		Upper
Staffed Branch (1)	1	Memorial Boulevard Branch	2400 Memorial Blvd		Kingsport	TN	37664	37664-3343	Sullivan County	2599		Middle
Staffed Branch (1)	1	Memorial City Mall Branch	1000 Memorial City Way		Houston	TX	77024	77024-2590	Harris County	2713		Upper
Staffed Branch (1)	1	Memphis Main Bank	165 Madison Ave		Memphis	TN	38103	38103-2723	Shelby County	2596		Upper
Staffed Branch (1)	1	Merchants Road Branch	502 Merchants Rd		Knoxville	TN	37912	37912-3803	Knox County	2564		Moderate
Staffed Branch (1)	1	Metairie Road Branch	468 Metairie Rd		Metairie	LA	70005	70005-4331	Jefferson Parish	1149		Upper
Staffed Branch (1)	1	Metro Center Branch	2110 Ross L Parks Blvd		Nashville	TN	37228	37228-1508	Davidson County	2536		Low
Staffed Branch (1)	1	Miami Lakes Branch	5901 Miami Lakes Dr		Miami Lakes	FL	33014	33014-2403	Miami-Dade County	341		Middle
Staffed Branch (1)	1	Mid City Branch	2901 Ryan St		Lake Charles	LA	70601	70601-8510	Calcasieu Parish	1133		Moderate
Staffed Branch (1)	1	Mid City Canal Street Branch	4011 Canal St		New Orleans	LA	70119	70119-6020	Orleans Parish	1159		Low
Staffed Branch (1)	1	Midtown Manhattan Branch	444 Madison Avenue, 8th Floor		New York	NY	10022	10022-6003	New York County	2023		
Staffed Branch (1)	1	Midtown Miami Branch	1851 NW 7th Ave		Miami	FL	33136	33136-1104	Miami-Dade County	341		Low
Staffed Branch (1)	1	Military Trail	1801 N Military Trail		Boca Raton	FL	33431	33431-1811	Palm Beach County	379		Upper
Staffed Branch (1)	1	Millington Branch	5952 Navy Rd		Millington	TN	38053	38053-2116	Shelby County	2596		Middle
Staffed Branch (1)	1	Mocksville Yadkinville Road Branch	880 Yadkinville Rd		Mocksville	NC	27028	27028-2052	Davie County	1695		Middle
Staffed Branch (1)	1	Mooreville Branch	210 Knob Hill Rd		Mooreville	NC	28117	28117-5861	Iredell County	1714		Upper
Staffed Branch (1)	1	Morgan City	1001 7th St		Morgan City	LA	70380	70380-1905	St. Mary Parish	1174		Upper
Staffed Branch (1)	1	Morgantown Office	201 E Meeting St		Morgantown	NC	28655	28655-3550	Burke County	1677		Moderate
Staffed Branch (1)	1	Morristown College Branch	2329 E Morris Blvd		Morristown	TN	37813	37813-1942	Hamblen County	2549		Middle
Staffed Branch (1)	1	Morristown Main Branch	1112 W First North St		Morristown	TN	37814	37814-4554	Hamblen County	2549		Middle
Staffed Branch (1)	1	Morrisville Branch	9632 Chapel Hill Rd		Morrisville	NC	27560	27560-6903	Wake County	1757		Upper
Staffed Branch (1)	1	Moss Bluff Branch	284 Sam Houston Jones Pkwy		Lake Charles	LA	70611	70611-5603	Calcasieu Parish	1133		Middle
Staffed Branch (1)	1	Moss Branch	2601 Moss St		Lafayette	LA	70501	70501-1231	Lafayette Consolidated Government	1151		Moderate
Staffed Branch (1)	1	Mount Airy Downtown Branch	285 E Independence Blvd		Mount Airy	NC	27030	27030-3855	Sims County	1751		Middle
Staffed Branch (1)	1	Mount Holly Branch	701 S Main St		Mount Holly	NC	28120	28120-1557	Gaston County	1701		Moderate
Staffed Branch (1)	1	Mount Pleasant Branch	851 Johnnie Dodds Blvd		Mount Pleasant	SC	29464	29464-3030	Charleston County	2415		Upper
Staffed Branch (1)	1	Mountain Brook Branch	2824 Cahaba Rd		Birmingham	AL	35223	35223-2306	Jefferson County	64		Upper
Staffed Branch (1)	1	Murfreesboro Main Branch	305 W Northfield Blvd		Murfreesboro	TN	37129	37129-1504	Rutherford County	2592		Middle
Staffed Branch (1)	1	Nashboro Branch	2360 Murfreesboro Pike		Nashville	TN	37217	37217-3315	Davidson County	2536		Moderate
Staffed Branch (1)	1	Nashville Main Branch	511 Union St		Nashville	TN	37219	37219-1733	Davidson County	2536		Upper
Staffed Branch (1)	1	Nelson Road Branch	4440 Nelson Rd		Lake Charles	LA	70605	70605-4122	Calcasieu Parish	1133		Upper
Staffed Branch (1)	1	New Market Plaza	1000 S Main St		Kernersville	NC	27284	27284-8178	Forsyth County	1699		Middle
Staffed Branch (1)	1	Newport Arkansas Branch	200 Olivia Dr		Newport	AR	72112	72112-4178	Jackson County	128		Middle
Staffed Branch (1)	1	Newport Tennessee Branch	602 Cosby Hwy		Newport	TN	37821	37821-3414	Cooke County	2532		Middle
Staffed Branch (1)	1	Nokomis Branch	1099 Tamiami Trl N		Nokomis	FL	34275	34275-2163	Sarasota County	387		Upper
Staffed Branch (1)	1	Nolensville Branch	7220 Nolensville Rd		Nolensville	TN	37135	37135-8503	Williamson County	2611		Upper
Staffed Branch (1)	1	North 58 Branch	1420 Hwy 58		Chattanooga	TN	37416	37416-3015	Hamilton County	2550		Middle
Staffed Branch (1)	1	North Asheville Branch	918 Merrimon Ave		Asheville	NC	28804	28804-2360	Buncombe County	1676		Upper
Staffed Branch (1)	1	North Chattanooga Branch	1 Cherokee Blvd		Chattanooga	TN	37405	37405-3804	Hamilton County	2550		Moderate
Staffed Branch (1)	1	North Highland Branch	2076 N Highland Ave		Jackson	TN	38305	38305-4921	Madison County	2574		Middle
Staffed Branch (1)	1	North Lewis Branch	403 N Lewis St		New Iberia	LA	70563	70563-2013	Iberia Parish	1146		Upper
Staffed Branch (1)	1	North Naples Branch	2180 Immokalee Rd		Naples	FL	34110	34110-1421	Collier County	339		Upper
Staffed Branch (1)	1	North Olive Branch	605 N Olive Ave		West Palm Beach	FL	33401	33401-4005	Palm Beach County	379		Moderate
Staffed Branch (1)	1	North Ridge Branch	6511 Falls of Neuse Rd		Raleigh	NC	27615	27615-6814	Wake County	1757		Moderate
Staffed Branch (1)	1	North Roosevelt Branch	3618 N Roosevelt Blvd		Key West	FL	33040	33040-4226	Monroe County	373		Upper
Staffed Branch (1)	1	North Shore Branch	2076 Town Center Blvd		Knoxville	TN	37922	37922-6677	Knox County	2564		Upper
Staffed Branch (1)	1	North Trenton Branch	1327 N Trenton St		Ruston	LA	71270	71270-2323	Lincoln Parish	1154		Upper

FIRST HORIZON BANK BRANCHES
(As of March 5, 2022)

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Northgate Branch	2173 Northgate Park Ln		Chattanooga	TN	37415	37415-6928	Hamilton County	2550		Upper
Staffed Branch (1)	1	Northgate Mall Branch	1516 N Gregson St		Durham	NC	27701	27701-1155	Durham County	1697		Moderate
Staffed Branch (1)	1	Northwest Newton Branch	2675 Northwest Blvd		Newton	NC	28658	28658-3746	Catawba County	1683		Middle
Staffed Branch (1)	1	O.C. Haley Blvd Branch	1409 Oretha Castle Haley Blvd		New Orleans	LA	70113	70113-1248	Orleans Parish	1159		Low
Staffed Branch (1)	1	Oberlin	2127 Clark Ave		Raleigh	NC	27605	27605-1605	Wake County	1757		Upper
Staffed Branch (1)	1	Ocean Reef Branch	35 Ocean Reef Dr		Key Largo	FL	33037	33037-5259	Monroe County	373		Upper
Staffed Branch (1)	1	Ogden Station Branch	4336 N Liberty St		Winston-Salem	NC	27105	27105-2620	Forsyth County	1699		Moderate
Staffed Branch (1)	1	Oil Center Branch	463 Heymann Blvd		Lafayette	LA	70503	70503-2616	Lafayette Consolidated Government	1151		Middle
Staffed Branch (1)	1	Oliver Road Branch	1300 Oliver Rd		Monroe	LA	71201	71201-5018	Ouachita Parish	1160		Upper
Staffed Branch (1)	1	Onancock Branch	62 Market St		Onancock	VA	23417	23417-1910	Accomack County	2996		Upper
Staffed Branch (1)	1	One Glenwood Branch	1 Glenwood Ave		Raleigh	NC	27603	27603-2578	Wake County	1757		Moderate
Staffed Branch (1)	1	Ooltewah Branch	9312 Apison Pike		Ooltewah	TN	37363	37363-8629	Hamilton County	2550		Upper
Staffed Branch (1)	1	Opelousas Branch	428 E Landry St		Opelousas	LA	70570	70570-6126	St. Landry Parish	1172		Moderate
Staffed Branch (1)	1	Orange Mound Branch	2284 Lamar Ave		Memphis	TN	38114	38114-6608	Shelby County	2596		Low
Staffed Branch (1)	1	Oxford Branch	200 Williamsboro St		Oxford	NC	27565	27565-3331	Granville County	1704		Middle
Staffed Branch (1)	1	Palm Beach Island Branch	180 Royal Palm Way		Palm Beach	FL	33480	33480-4215	Palm Beach County	379		Upper
Staffed Branch (1)	1	Palm Beach Lakes Branch	1645 Palm Beach Lakes Blvd		West Palm Beach	FL	33401	33401-2204	Palm Beach County	379		Middle
Staffed Branch (1)	1	Palmer Ranch Branch	8181 S Tamiami Trail		Sarasota	FL	34231	34231-6849	Sarasota County	387		Moderate
Staffed Branch (1)	1	Pan American Branch	801 Poydras St		New Orleans	LA	70130	70130-6001	Orleans Parish	1159		Upper
Staffed Branch (1)	1	Park Place Branch	1249 Ridgeway Rd		Memphis	TN	38119	38119-5316	Shelby County	2596		Upper
Staffed Branch (1)	1	Parkway Branch	1766 W Lamar Alexander Pkwy		Memphis	TN	37801	37801-3784	Blount County	2522		Moderate
Staffed Branch (1)	1	Parkway Commons Branch	3038 Columbia Ave		Franklin	TN	37064	37064-7424	Williamson County	2611		Upper
Staffed Branch (1)	1	Parkway Village Branch	3180 S Parkers Rd		Memphis	TN	38118	38118-4353	Shelby County	2596		Moderate
Staffed Branch (1)	1	Pasadena Branch	1777 Pasadena Ave S		Saint Petersburg	FL	33707	33707-2031	Pinellas County	381		Upper
Staffed Branch (1)	1	Patrick County Branch	114 W Blue Ridge St		Stuart	VA	24171	24171-1579	Patrick County	2963		Middle
Staffed Branch (1)	1	Peachtree Corners	200 Scientific Dr		Peachtree Corners	GA	30092	30092-2904	Gwinnett County	463		Upper
Staffed Branch (1)	1	Pelham Road Branch	3401 Pelham Rd		Greenville	SC	29615	29615-4104	Greenville County	2428		Upper
Staffed Branch (1)	1	Peters Creek Branch	3151 Peters Creek Pkwy		Winston-Salem	NC	27127	27127-4713	Forsyth County	1699		Moderate
Staffed Branch (1)	1	PGA	2000 PGA Blvd		North Palm Beach	FL	33408	33408-2722	Palm Beach County	379		Middle
Staffed Branch (1)	1	Pigeon Forge Branch	3104 Teaster Ln		Pigeon Forge	TN	37863	37863-3025	Sevier County	2595		Middle
Staffed Branch (1)	1	Pilot Mountain Branch	616 S Key St		Pilot Mountain	NC	27041	27041-8600	Surry County	1751		Upper
Staffed Branch (1)	1	Pine Island Branch	1920 Simmslow Rd		Saint James City	FL	33365	33365-1908	Lee County	364		Middle
Staffed Branch (1)	1	Pine Ridge Branch	1905 Pine Ridge Rd		Naples	FL	34109	34109-2133	Collier County	339		Upper
Staffed Branch (1)	1	Pine St Branch	215 N Pine St		Spartanburg	SC	29302	29302-1665	Spartanburg County	2447		Upper
Staffed Branch (1)	1	Pinecrest Branch	9579 S Daise Hwy		Pinecrest	FL	33156	33156-2802	Miami-Dade County	341		Upper
Staffed Branch (1)	1	Pinhook Branch	2200 W Pinhook Rd		Lafayette	LA	70508	70508-3232	Lafayette Consolidated Government	1151		Moderate
Staffed Branch (1)	1	Pittsboro Branch	88 Hillsboro St		Pittsboro	NC	27312	27312-5891	Chatham County	1684		Middle
Staffed Branch (1)	1	Plantation Branch	150 S Pine Island Rd		Plantation	FL	33324	33324-2665	Broward County	334		Upper
Staffed Branch (1)	1	Pocahontas Branch	205 E Rice St		Pocahontas	AR	72455	72455-3453	Randolph County	155		Middle
Staffed Branch (1)	1	Ponte Vedra Branch	250 A1A N		Ponte Vedra Beach	FL	32082	32082-1778	St. Johns County	384		Upper
Drive-in (2)	2	Poplar Drive-In Branch	315 Poplar Ave		Memphis	TN	38103	38103-1907	Shelby County	2596		Middle
Staffed Branch (1)	1	Poplar Plaza Branch	3409 Poplar Ave		Memphis	TN	38111	38111-4654	Shelby County	2596		Upper
Staffed Branch (1)	1	Powell Branch	2121 W Emory Rd		Powell	TN	37849	37849-3704	Knox County	2564		Middle
Staffed Branch (1)	1	Preston Road	6201 Preston Rd		Dallas	TX	75225	75225-6203	Dallas County	2649		Upper
Staffed Branch (1)	1	Providence Branch	401 S Mount Juliet Rd		Mount Juliet	TN	37122	37122-6359	Wilson County	2612		Middle
Staffed Branch (1)	1	Prytanis Branch	4909 Prytanis St		New Orleans	LA	70115	70115-4017	Orleans Parish	1159		Upper
Staffed Branch (1)	1	Pulaski Heights Branch	5800 R St		Little Rock	AR	72207	72207-4416	Pulaski County	154		Upper
Staffed Branch (1)	1	Raleigh Branch	3225 Austin Peay Hwy		Memphis	TN	38128	38128-4634	Shelby County	2596		Middle
Staffed Branch (1)	1	Ramsey Branch	4841 Ramsey St		Fayetteville	NC	28311	28311-1601	Cumberland County	1691		Middle
Staffed Branch (1)	1	Red Bank Branch	3932 Dayton Blvd		Chattanooga	TN	37415	37415-2716	Hamilton County	2550		Moderate
Staffed Branch (1)	1	Reidville Road Branch	2680 Reidville Rd		Spartanburg	SC	29301	29301-3535	Spartanburg County	2447		Upper
Staffed Branch (1)	1	Reynolds Road Branch	2801 Reynolds Rd		Winston-Salem	NC	27106	27106-3101	Forsyth County	1699		Moderate
Staffed Branch (1)	1	Ridgelaque Branch	2900 Ridgelaque Dr		Metairie	LA	70002	70002-4923	Jefferson Parish	1149		Upper
Drive-in (2)	2	Ridgelaque Drive-Up	3351 N Causeway Blvd		Metairie	LA	70002	70002-3823	Jefferson Parish	1149		Upper
Staffed Branch (1)	1	Ringgold Branch	5038 Alabama Hwy		Ringgold	GA	30736	30736-2434	Catoosa County	419		Middle
Staffed Branch (1)	1	Riverview Branch	5121 N Roberto St		Durham	NC	27704	27704-1420	Durham County	1697		Moderate
Staffed Branch (1)	1	Roadway Parkam Branch	18301 N Roadway Parkam Rd		Little Rock	AR	72214	72214-1144	Little Rock County	154		Moderate
Staffed Branch (1)	1	Roswell Branch	1010 Mansell Rd		Roswell	GA	30076	30076-8882	Fulton County	456		Moderate
Staffed Branch (1)	1	Roxboro South Madison Boulevard Branch	207 S Madison Blvd		Roxboro	NC	27573	27573-5427	Person County	1738		Moderate
Staffed Branch (1)	1	Ruston Branch	400 N Vienna St		Ruston	LA	71270	71270-3868	Lincoln Parish	1154		Upper
Staffed Branch (1)	1	S. Asheville Branch	1751 Hendersonville Rd		Asheville	NC	28803	28803-3272	Buncombe County	1676		Upper
Staffed Branch (1)	1	S. Tampa Branch	612 S Dale Mabry Hwy		Tampa	FL	33609	33609-3964	Hillsborough County	357		Middle
Staffed Branch (1)	1	Sam Ridley Branch	471 Sam Ridley Pkwy W		Smyrna	TN	37167	37167-5626	Rutherford County	2592		Middle
Staffed Branch (1)	1	Sarasota Main Branch	783 S Orange Ave		Sarasota	FL	34236	34236-4702	Sarasota County	387		Moderate
Staffed Branch (1)	1	Scott Branch	200 Westgate Rd		Lafayette	LA	70506	70506-2711	Lafayette Consolidated Government	1151		Middle
Staffed Branch (1)	1	Seagrove Branch	204 E Main St		Seagrove	NC	27341	27341-8247	Randolph County	1741		Middle
Staffed Branch (1)	1	Senatobia Main Branch	207 E Main St		Senatobia	MS	38668	38668-2141	Tate County	1595		Moderate
Staffed Branch (1)	1	Setters Trace Branch	1332 Setters Trace Blvd		Lafayette	LA	70508	70508-6060	Lafayette Consolidated Government	1151		Upper
Staffed Branch (1)	1	Sevierville Branch	300 E Main St		Sevierville	TN	37862	37862-3518	Sevier County	2595		Moderate
Staffed Branch (1)	1	Signal Mountain Branch	11307 Taft Hwy		Signal Mountain	TN	37377	37377-3207	Hamilton County	2550		Upper
Staffed Branch (1)	1	Siler City Branch	300 E Raleigh St		Siler City	NC	27344	27344-3202	Chatham County	1684		Moderate
Staffed Branch (1)	1	Six Forks Branch	8816 Six Forks Rd		Raleigh	NC	27615	27615-2983	Wake County	1757		Upper
Staffed Branch (1)	1	Slidell Branch	2060 Gause Blvd E		Slidell	LA	70461	70461-5431	St. Tammany Parish	1175		Upper
Staffed Branch (1)	1	Smith Mountain Lake Branch	113264 Booker T Washington Hwy		Hardy	VA	24101	24101-3946	Franklin County	2928		Middle
Staffed Branch (1)	1	Soddy Daisy Branch	137 Harrison Ln		Soddy-Daisy	TN	37379	37379-4832	Hamilton County	2550		Middle
Staffed Branch (1)	1	South Beach	1501 Alton Rd		Miami Beach	FL	33139	33139-3301	Miami-Dade County	341		Moderate
Staffed Branch (1)	1	South Boston Branch	410 Main St		South Boston	VA	24592	24592-3222	Halifax County	2936		Middle
Staffed Branch (1)	1	South Broad Branch	3604 Tennessee Ave		Chattanooga	TN	37409	37409-1044	Hamilton County	2550		Low
Staffed Branch (1)	1	South Grove Branch	7555 Mountain Grove Dr		Knoxville	TN	37920	37920-6754	Knox County	2564		Middle
Staffed Branch (1)	1	South Knoxville Branch	4416 Chapman Hwy		Knoxville	TN	37920	37920-4357	Knox County	2564		Moderate
Staffed Branch (1)	1	South Miami Branch	1515 Sunset Dr		Coral Gables	FL	33143	33143-5878	Miami-Dade County	341		Upper
Staffed Branch (1)	1	South Square Branch	1235 University Dr		Durham	NC	27707	27707-2547	Durham County	1697		Moderate
Staffed Branch (1)	1	Southaven Branch	815 Goodman Rd E		Southaven	MS	38671	38671-9529	De Soto County	1543		Upper
Staffed Branch (1)	1	Southern Pines Branch	495 Pinehurst St		Southern Pines	NC	28387	28387-7027	Moore County	1728		Middle
Staffed Branch (1)	1	Southwood Branch	5844 14th St W		Bradenton	FL	34207	34207-4005	Manatee County	349		Moderate
Staffed Branch (1)	1	Sparta Branch	469 W Bockman Way		Sparta	TN	38583	38583-1831	White County	2610		Middle
Staffed Branch (1)	1	Spring Hill Branch	4938 Columbia Pike		Spring Hill	TN	37174	37174-9238	Williamson County	2611		Upper
Staffed Branch (1)	1	Springhill Mobile Branch	15 W I65 Service Rd N		Mobile	AL	36608	36608-1201	Mobile County	76		Upper
Staffed Branch (1)	1	St. Bethlehem Branch	2786 Wilma Rudolph Blvd		Clarksville	TN	37040	37040-5897	Montgomery County	2580		Middle
Staffed Branch (1)	1	St. Charles Branch	3412 Saint Charles Ave		New Orleans	LA	70115	70115-4536	Orleans Parish	1159		Upper
Staffed Branch (1)	1	State Street Branch	800 State St		Bristol	TN	37620	37620-2280	Sullivan County	2599		Middle
Staffed Branch (1)	1	Statesville Branch	1829 E Broad St		Statesville	NC	28625	28625-4307	Iredell County	1714		Middle

FIRST HORIZON BANK BRANCHES
(As of March 5, 2022)

BranchType (select one from list)	BranchTypeCode	PopularBranchName	AddressLine1	AddressLine2	AddressCity	AddressState	AddressZIP	AddressZIP4	BranchCounty(select)	AddressCountyID	BranchCertificationNumber	IncomeDesignation
Staffed Branch (1)	1	Stonecrest Branch	1115 Stonecrest Blvd		Tega Cay	SC	29708	29708-6555	York County	2451		Upper
Staffed Branch (1)	1	Strada Place	9132 Strada Pl		Naples	FL	34108	34108-2942	Collier County	339		Upper
Staffed Branch (1)	1	Stratford Road Branch	500 S Stratford Rd		Winston-Salem	NC	27103	27103-1807	Forsyth County	1699		Upper
Staffed Branch (1)	1	Sugar Land Branch	5079 Sweetwater Blvd		Sugar Land	TX	77479	77479-3464	Fort Bend County	2691		Upper
Staffed Branch (1)	1	Tavernier Branch	91980 Overseas Hwy		Tavernier	FL	33070	33070-2632	Monroe County	373		Upper
Staffed Branch (1)	1	Texas Street Branch	320 Texas St		Shreveport	LA	71101	71101-3623	Caddo Parish	1132		Low
Staffed Branch (1)	1	The Village Of Germantown Branch	7820 Walking Horse Cir		Germantown	TN	38138	38138-2143	Shelby County	2596		Upper
Staffed Branch (1)	1	Thompson Lane Branch	635 Thompson Ln		Nashville	TN	37204	37204-3616	Davidson County	2536		
Staffed Branch (1)	1	Thompson/Memorial Branch	123 W Thompson Ln		Murfreesboro	TN	37129	37129-1223	Rutherford County	2592		Upper
Staffed Branch (1)	1	Tower Branch	200 W Congress St		Lafayette	LA	70501	70501-6873	Lafayette Consolidated Government	1151		Moderate
Staffed Branch (1)	1	Tremholm Branch	4640 Forest Dr		Columbia	SC	29206	29206-4610	Richland County	2445		Upper
Staffed Branch (1)	1	Triangle Park Branch	2008 E NC Hwy 54		Durham	NC	27713	27713-2238	Durham County	1697		Middle
Staffed Branch (1)	1	Trinity Branch	8000 Trinity Rd		Cordova	TN	38018	38018-6204	Shelby County	2596		Upper
Staffed Branch (1)	1	Union Grove Branch	1439 W Memorial Hwy		Harmony	NC	28634	28634-9323	Iredell County	1714		Middle
Staffed Branch (1)	1	University-Johnson City Branch	1500 W State Of Franklin Rd		Johnson City	TN	37604	37604-6555	Washington County	2607		Upper
Staffed Branch (1)	1	University Knoxville Branch	1832 Cumberland Ave		Knoxville	TN	37916	37916-3010	Knox County	2564		Low
Staffed Branch (1)	1	University Mall Branch	201 S Estes Dr		Chapel Hill	NC	27514	27514-7001	Orange County	1733		Upper
Staffed Branch (1)	1	University Parkway Branch	2815 University Pkwy		Sarasota	FL	34243	34243-4201	Manatee County	369		Middle
Staffed Branch (1)	1	University Winston-Salem Branch	225 E Hanes Mill Rd		Winston-Salem	NC	27105	27105-3614	Forsyth County	1699		Moderate
Staffed Branch (1)	1	Vestavia Branch	613 Montgomery Hwy		Vestavia Hills	AL	35216	35216-1809	Jefferson County	64		Upper
Staffed Branch (1)	1	Veterans Branch	3801 Veterans Memorial Blvd		Metairie	LA	70002	70002-5601	Jefferson Parish	1149		Upper
Staffed Branch (1)	1	Viewmont Office	1420 2nd St NE		Hickory	NC	28601	28601-2553	Catawba County	1683		Moderate
Staffed Branch (1)	1	Village Of Martinsville Branch	250 Commonwealth Blvd W		Martinsville	VA	24112	24112	City of Martinsville	3014		Moderate
Branch - Other (12)	12	Virtual Branch	2000 PGA Blvd		North Palm Beach	FL	33408	33408-2722	Palm Beach County	379		Middle
Staffed Branch (1)	1	Volunteer Parkway Branch	1155 Volunteer Pkwy		Bristol	TN	37620	37620-4664	Sullivan County	2599		Middle
Staffed Branch (1)	1	W Sam Peck Branch	12719 Cantrell Rd		Little Rock	AR	72223	72223-1603	Pulaski County	154		Upper
Staffed Branch (1)	1	Wake Forest Branch	12217 Capital Blvd		Wake Forest	NC	27587	27587-6200	Wake County	1757		Upper
Staffed Branch (1)	1	Walkertown Main Branch	2820 Old Hollow Rd		Walkertown	NC	27051	27051-9653	Forsyth County	1699		Middle
Staffed Branch (1)	1	Walnut Ridge Branch	121 SW 3rd St		Walnut Ridge	AR	72476	72476-2337	Lawrence County	132		Middle
Staffed Branch (1)	1	Watkins-Frayer Branch	3391 N Watkins St		Memphis	TN	38127	38127-5521	Shelby County	2596		Low
Staffed Branch (1)	1	Watson Glen	1214 Murfreesboro Rd		Franklin	TN	37064	37064-1302	Williamson County	2611		Upper
Staffed Branch (1)	1	Wedington Drive Branch	3430 W Wedington Dr		Fayetteville	AR	27204	27204-5730	Washington County	166		Middle
Staffed Branch (1)	1	West Cary Branch	7705 Carpenter Fire Station Rd		Cary	NC	27519	27519-8626	Wake County	1757		Upper
Staffed Branch (1)	1	West Cookeville Branch	389 W Jackson St		Cookeville	TN	38501	38501-3710	Putnam County	2588		Moderate
Staffed Branch (1)	1	West End Branch	3011 W End Ave		Nashville	TN	37203	37203-1344	Davidson County	2536		Middle
Staffed Branch (1)	1	West Franklin Branch	126 W Franklin St		Crapell Hill	NC	27516	27516-2516	Orange County	1733		Middle
Staffed Branch (1)	1	West Haven Branch	3900 Western Ave		Knoxville	TN	37921	37921-4451	Knox County	2564		Moderate
Staffed Branch (1)	1	West Main Branch	249 W Main St		Lebanon	TN	37087	37087-2732	Wilson County	2612		Middle
Staffed Branch (1)	1	West Main Rogersville Branch	210 W Main St		Rogersville	TN	37857	37857-3618	Hawkins County	2554		Middle
Staffed Branch (1)	1	West Plano	2500 Dallas Pkwy		Plano	TX	75093	75093-4867	Collin County	2655		Upper
Staffed Branch (1)	1	White Bridge Branch	23 White Bridge Rd		Nashville	TN	37205	37205-1402	Davidson County	2536		Upper
Staffed Branch (1)	1	White House Branch	2916 Hwy 31 W		White House	TN	37188	37188-7913	Sumner County	2600		Middle
Staffed Branch (1)	1	Whites Creek Branch	4410 Whites Creek Pike		Whites Creek	TN	37189	37189-5109	Davidson County	2536		Middle
Staffed Branch (1)	1	Whitnel Branch	1351 Norwood St SW		Lenoir	NC	28645	28645-6134	Caldwell County	1679		Moderate
Staffed Branch (1)	1	Wilkesboro Branch	2841 W US Hwy 421		Wilkesboro	NC	28697	28697-8639	Wilkes County	1762		Middle
Staffed Branch (1)	1	Winter Park Branch	840 S Denning Dr		Winter Park	FL	32789	32789-4734	Orange County	377		Moderate
Staffed Branch (1)	1	Wolf River Branch	2055 S Houston Levee		Germantown	TN	38139	38139-6901	Shelby County	2596		Upper
Staffed Branch (1)	1	Wolfchase Branch	2750 N Germantown Pkwy		Bartlett	TN	38133	38133-6147	Shelby County	2596		Middle
Staffed Branch (1)	1	Woodcrest Branch	2340 Woodcrest Pl		Birmingham	AL	35209	35209-1331	Jefferson County	64		Upper
Staffed Branch (1)	1	Woodstock Branch	100 Springfield Dr		Woodstock	GA	30188	30188	Cherokee County	424		Middle
Staffed Branch (1)	1	Econom Branch	4385 Poplar Avenue		Memphis	TN	38117	38117-3115	Shelby County	2596		
Staffed Branch (1)	1	Yadkinville State Street Branch	200 S State St		Yadkinville	NC	27055	27055-8208	Yadkin County	1764		Middle

PUBLIC EXHIBIT 5

SERIES G ARTICLES OF AMENDMENT

**ARTICLES OF AMENDMENT
OF THE
RESTATED CHARTER
OF
FIRST HORIZON CORPORATION**

Under Sections 48-16-102 and 48-20-106 of the Tennessee Business Corporation Act

The undersigned, being a duly authorized officer of First Horizon Corporation (the "Corporation"), acting pursuant to Sections 48-16-102 and 48-20-106 of the Tennessee Business Corporation Act, hereby certifies as follows:

1. The name of the Corporation is FIRST HORIZON CORPORATION.
2. The Restated Charter is hereby amended by the addition of a new section to Article 10 stating the number, designation, relative rights, preferences and limitations of a new series of preferred stock as fixed by the Board of Directors, which section shall read in its entirety as follows:

(g) Non-Cumulative Perpetual Preferred Stock, Series G

(1) Designation and Number of Shares. There is hereby created out of the authorized and unissued shares of Preferred Stock of the Corporation a series of Preferred Stock designated as the "Perpetual Convertible Preferred Stock, Series G" (hereinafter called "Series G Preferred Stock") initially consisting of 4,935.6945 shares. Shares of outstanding Series G Preferred Stock that are redeemed, purchased or otherwise acquired by the Corporation shall, after such redemption, purchase or acquisition, be cancelled and shall revert to authorized but unissued shares of Preferred Stock undesignated as to series until such shares are once more designated as part of a particular series by the Board of Directors. Shares of Series G Preferred Stock that are converted in accordance with the terms hereof, purchased or otherwise acquired by the Corporation shall be cancelled and shall revert to authorized but unissued shares of Preferred Stock undesignated as to series.

(2) Standard Provisions. The Standard Provisions contained in Annex G attached hereto are incorporated herein by reference in their entirety and shall be deemed to be a part of this Article 10(g) to the same extent as if such provisions had been set forth in full herein.

(3) Definitions. The following terms are used in this Article 10(g) (including the Standard Provisions in Annex G hereto) as defined below:

"Board of Directors" means the Board of Directors of the Corporation or any duly authorized committee thereof.

"Common Stock" means the common stock, par value \$0.625 per share, of the Corporation.

“Junior Stock” means (A) the Common Stock and (B) any other class or series of capital stock of the Corporation now or hereafter authorized, issued or outstanding that, by its terms, does not expressly provide that it ranks *pari passu* with or senior to the Series G Preferred Stock as to distributions upon the liquidation, dissolution or winding-up of the Corporation.

“Preferred Stock” means any and all series of preferred stock, having no par value, of the Corporation, including the Series B, the Series C, the Series D, the Series E, the Series F and the Series G Preferred Stock.

“Series B Preferred Stock” means the 6.625% Fixed-to-Floating Non-Cumulative Perpetual Preferred Stock, Series B, of the Corporation.

“Series C Preferred Stock” means the 6.60% Fixed-to-Floating Non-Cumulative Perpetual Preferred Stock, Series C, of the Corporation.

“Series D Preferred Stock” means the 6.100% Fixed-to-Floating Non-Cumulative Perpetual Preferred Stock, Series D, of the Corporation.

“Series E Preferred Stock” means the Non-Cumulative Perpetual Preferred Stock, Series E, of the Corporation.

“Series F Preferred Stock” means the Non-Cumulative Perpetual Preferred Stock, Series F, of the Corporation.

“Series G Liquidation Amount” means \$100,000 per share of Series G Preferred Stock.

(4) Certain Voting Matters. Holders of shares of Series G Preferred Stock will be entitled to one vote for each such share on any matter on which holders of Series G Preferred Stock are entitled to vote, including any action by written consent.

3. The foregoing amendment to the Restated Charter was authorized by the Board of Directors (by duly authorized resolution on February 27, 2022) and by the Board’s duly authorized senior executive officer on February 27, 2022, without shareholder approval, as such was not required.

4. The foregoing amendment will be effective upon filing of the Articles of Amendment with the Secretary of State of the State of Tennessee.

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DATED: February 27, 2022

FIRST HORIZON CORPORATION

By: /s/ Clyde A. Billings, Jr.

Clyde A. Billings, Jr., Corporate Secretary

STANDARD PROVISIONS SERIES G

Section 1. General Matters. Each share of Series G Preferred Stock shall be identical in all respects to every other share of Series G Preferred Stock. The Series G Preferred Stock shall be perpetual, subject to the provisions of Section 5 of these Standard Provisions that form a part of the Articles of Amendment.

Section 2. Definitions. As used herein with respect to the Series G Preferred Stock:

“Appropriate Federal Banking Agency” means the “appropriate federal banking agency” with respect to the Corporation as defined in Section 3(q) of the Federal Deposit Insurance Act (12 U.S.C. § 1813(q)), or any successor provision.

“Articles of Amendment” means the Articles of Amendment relating to the Series G Preferred Stock, of which these Standard Provisions form a part, as it may be amended from time to time.

“Business Day” means each weekday that is not a legal holiday in New York, New York and is not a day on which banking institutions in New York, New York are authorized or obligated by law, regulation or executive order to close.

“Bylaws” means the Bylaws of the Corporation, as may be amended from time to time.

“Conversion Event” means (a) following the termination of the Merger Agreement in accordance with its terms, the expiration or early termination of the applicable waiting period, if any, under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (and receipt of any other governmental approvals) to the extent required with respect to any conversion of the Series G Preferred Stock into Common Stock (“Applicable Conversion Approvals”) or (b) the closing of the transactions contemplated by the Merger Agreement.

“Conversion Rate” means for each share of Series G Preferred Stock, 5,574.136 shares of Common Stock; provided that the Conversion Rate shall be 4,000 shares of Common Stock for each share of Series G Preferred Stock in the event the Merger Agreement is terminated (1) pursuant to Section 8.1(b) of the Merger Agreement in the event of failure to receive a Requisite Regulatory Approval (as defined in the Merger Agreement) or any final nonappealable order, injunction, decree or other legal restraint that relates to a Requisite Regulatory Approval; (2) pursuant to Section 8.1(c) of the Merger Agreement at a time when the closing conditions in Section 7.1(c) and/or Section 7.1(d) of the Merger Agreement (to the extent any such order, injunction, decree, law, statute, rule or regulation relates to a Requisite Regulatory Approval) have not been satisfied; provided, that a breach of the Merger Agreement by the Corporation has not led to either of such conditions not being satisfied; or (3) by the Corporation pursuant to Section 8.1(d) of the Merger Agreement for any breach or failure by Parent (as defined in

the Merger Agreement), which resulted in, or contributed in a material respect to, the failure to receive a Requisite Regulatory Approval.

“Liquidation Preference” means, with respect to any class or series of capital stock of the Corporation, the amount otherwise payable upon such class or series of capital stock in connection with any distribution upon the liquidation, dissolution or winding-up of the Corporation (assuming no limitation on the assets of the Corporation available for such distribution), including an amount equal to any declared but unpaid dividends (and in the case of any holder of capital stock on which dividends accrue on a cumulative basis, an amount equal to any unpaid, accrued, cumulative dividends, whether or not declared, as applicable).

“Merger Agreement” means that certain Agreement and Plan of Merger, dated as of February 27, 2022 (as may be amended, supplemented or modified from time to time), by and among the Corporation, The Toronto-Dominion Bank, TD Bank US Holding Company and Falcon Holdings Acquisition Co.

“Original Issue Date” means the first date on which any share of Series G Preferred Stock is issued and outstanding.

“Parity Stock” means any other class or series of capital stock of the Corporation now or hereafter authorized, issued or outstanding that, by its terms, expressly provides that it ranks *pari passu* with the Series G Preferred Stock as to distributions upon the liquidation, dissolution or winding-up of the Corporation. Each of the Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock and Series F Preferred Stock is a Parity Stock. “Redemption Date” has the meaning set forth in Section 5(b).

“Redemption Depository” has the meaning set forth in Section 5(e).

“Redemption Price” means an amount equal to the Series G Liquidation Amount plus the per share amount of any declared but unpaid dividends on the Series G Preferred Stock prior to the Redemption Date (but with no amount in respect of any dividends that have not been declared prior to the Redemption Date).

“Regulatory Capital Treatment Event” means the good faith determination by the Corporation that, as a result of (i) any amendment to, clarification of, or change in, the laws or regulations of the United States or any political subdivision of or in the United States that is enacted or becomes effective after the initial issuance of any share of Series G Preferred Stock, (ii) any proposed change in those laws or regulations that is announced or becomes effective after the initial issuance of any share of Series G Preferred Stock, or (iii) any official administrative decision or judicial decision or administrative action or other official pronouncement interpreting or applying those laws or regulations that is announced after the initial issuance of any share of Series G Preferred Stock, there is more than an insubstantial risk that the Corporation will not be entitled to treat the full Series G Liquidation Amount of Series G Preferred Stock then outstanding as “tier I capital” (or its equivalent) for purposes of the capital adequacy

guidelines of the Board of Governors of the Federal Reserve System (or, as and if applicable, the capital adequacy guidelines or regulations of any successor Appropriate Federal Banking Agency) as then in effect and applicable.

“Restated Charter” means the Restated Charter of the Corporation, as may be amended from time to time.

“Standard Provisions” means these Standard Provisions that form a part of the Articles of Amendment.

“Voting Parity Stock” means, with regard to any matter as to which the holders of Series G Preferred Stock are entitled to vote as specified in Section 6, any and all series of Parity Stock having voting rights equivalent to those described in Section 6(c). Each of the Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock and Series F Preferred Stock is a Voting Parity Stock.

Section 3. Dividends. Holders of Series G Preferred Stock shall not be entitled to receive any dividends in respect of such shares; provided that in the event that the Merger Agreement is terminated in accordance with its terms but a Conversion Event has not yet occurred, if the Board of Directors or any duly authorized committee thereof authorizes and declares a dividend on the Corporation’s Common Stock (a “Common Dividend”), the Board of Directors or such committee shall declare and authorize an equivalent dividend on any Series G Preferred Stock then outstanding (a “Participating Dividend”) such that (1) the record date and the payment date for such Participating Dividend occur on the same respective date as the record date and payment date for such Common Dividend and (2) the kind and amount of consideration payable per share of Series G Preferred Stock in such Participating Dividend is the same kind and amount of consideration that would be payable in the Common Dividend in respect of the number of shares of Common Stock that would be issuable upon conversion of a share of Series G Preferred Stock (without regard to any limitations on convertibility) immediately prior to the record date for such Common Dividend. In the event that a Conversion Event occurs after the Common Dividend and Participating Dividend have been declared and authorized, the shares of Common Stock into which such Series G Preferred Stock have been converted shall be entitled to receive the Participating Dividend on the same payment date that the Series G Preferred Stock would have received such Participating Dividend if the Conversion Event had not occurred.

Section 4. Liquidation.

(a) Voluntary or Involuntary Liquidation. In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, holders of Series G Preferred Stock shall be entitled to receive out of assets of the Corporation or proceeds thereof available for distribution to stockholders of the Corporation, after satisfaction of liabilities or obligations to creditors and subject to the rights of holders of any securities ranking senior to the Series G Preferred Stock with respect to distributions upon the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, before any distribution of assets is made to holders of any Junior Stock, a liquidating distribution in an amount equal to (i) the Series G Liquidation Amount plus (ii) the per share amount of any declared and unpaid dividends on the Series G Preferred Stock prior to the date of payment of such liquidating distribution (but without any

amount in respect of dividends that have not been declared prior to such payment date). After payment of the full amount of such liquidating distribution, the holders of Series G Preferred Stock shall not be entitled to any further participation in any distribution of assets of the Corporation.

(b) Partial Payment. In any distribution described in Section 4(a), if the assets of the Corporation or proceeds thereof are not sufficient to pay in full the Liquidation Preference to all holders of Series G Preferred Stock and all Parity Stock, the amounts paid to the holders of Series G Preferred Stock and to the holders of all Parity Stock shall be paid *pro rata* in accordance with the respective aggregate Liquidation Preferences of the Series G Preferred Stock and all other series of Parity Stock.

(c) Residual Distributions. If the Liquidation Preference has been paid in full to all holders of Series G Preferred Stock and the Liquidation Preference has been paid in full on all Parity Stock, the holders of any Junior Stock shall be entitled to receive all remaining assets of the Corporation or proceeds thereof according to their respective rights and preferences.

(d) Merger, Consolidation or Other Business Combination. For purposes of this Section 4, the merger, consolidation or other business combination of the Corporation with or into any other entity, or by another entity with or into the Corporation, including a merger, consolidation or other business combination in which the holders of Series G Preferred Stock receive cash, securities or property for their shares, or the sale, lease, exchange or transfer of all or substantially all of the property or assets of the Corporation (for cash, securities or other property), shall not constitute a liquidation, dissolution or winding-up of the Corporation.

Section 5. Redemption.

(a) Mandatory Redemption: Sinking Fund. The Series G Preferred Stock is perpetual and has no maturity date. The Series G Preferred Stock is not subject to any mandatory redemption, sinking fund or other similar provisions. The holders of the Series G Preferred Stock shall not have the right to require the redemption or repurchase of the Series G Preferred Stock.

(b) Optional Redemption. The Corporation may, at its option through a resolution duly adopted by the Board of Directors, redeem the Series G Preferred Stock at a price per share equal to the Redemption Price (1) in whole or in part, from time to time, on or after February 28, 2027 or (2) in whole, but not in part, at any time within 90 days following the occurrence of a Regulatory Capital Treatment Event. The Redemption Price shall be payable to the holders of any shares of Series G Preferred Stock redeemed on the date fixed for such redemption (the "Redemption Date") against the surrender of the certificate(s) evidencing such shares to the Corporation or its agent, if the shares of Series G Preferred Stock are issued in certificated form.

(c) Notice of Redemption. If any shares of Series G Preferred Stock are to be redeemed, a notice of redemption shall be given by first class mail to the holders of record of Series G Preferred Stock to be redeemed at their respective last addresses appearing on the books of the Corporation. Such notice shall be mailed at least 30 days and no more than 60 days before the applicable Redemption Date for such shares. Each such notice of redemption shall include a statement setting forth: (1) the Redemption Date for such shares of Series G Preferred Stock; (2)

the number of shares of Series G Preferred Stock to be redeemed and, if less than all the shares held by such holder are to be redeemed, the number of such shares to be redeemed from such holder; (3) the Redemption Price; and (4) the place or places where the certificates evidencing shares of Series G Preferred Stock are to be surrendered for payment of the Redemption Price. Any notice of redemption mailed or otherwise delivered as provided in this Section 5(c) shall be conclusively presumed to have been duly given, whether or not any holder of Series G Preferred Stock receives such notice. Failure to duly give notice by mail or otherwise pursuant to this Section 5(c), or any defect in such notice or in the mailing or provision of such notice, to any holder of shares of Series G Preferred Stock designated for redemption shall not affect the validity of the proceedings for the redemption of any other shares of Series G Preferred Stock.

(d) Partial Redemption. In case of any redemption of only part of the shares of Series G Preferred Stock at the time outstanding, the shares of Series G Preferred Stock to be redeemed shall be selected either *pro rata*, by lot or in such other manner as the Corporation, through a resolution duly adopted by the Board of Directors, may determine to be fair and equitable.

(e) Effectiveness of Redemption. If notice of redemption has been duly given and if on or before the Redemption Date specified in such notice all funds necessary for the redemption have been set aside by the Corporation, separate and apart from its other assets, in trust for the *pro rata* benefit of the holders of the shares of Series G Preferred Stock called for redemption, so as to be and continue to be available therefor, or deposited by the Corporation with a bank or trust company selected by the Corporation (the "Redemption Depository") in trust for the *pro rata* benefit of the holders of the shares called for redemption, then, notwithstanding that any certificate for any share so called for redemption has not been surrendered for cancellation, on and after the Redemption Date all shares of Series G Preferred Stock called for redemption shall cease to be outstanding, all dividends with respect to such shares of Series G Preferred Stock shall cease to accrue after such Redemption Date, and all rights with respect to such shares shall forthwith on such Redemption Date cease and terminate, except only the right of the holders thereof to receive the amount payable on such redemption from the Redemption Depository at any time after the applicable Redemption Date from the funds so deposited, without interest. The Corporation shall be entitled to receive, from time to time, from the Redemption Depository any interest accrued on such funds, and the holders of any shares called for redemption shall have no claim to any such interest. Any funds so deposited and unclaimed at the end of two years from the applicable Redemption Date shall, to the extent permitted by law, be released or repaid to the Corporation, and in the event of such repayment to the Corporation, the holders of record of the shares of Series G Preferred Stock called for redemption shall thereafter, as unsecured general creditors of the Corporation, look only to the Corporation for the payment of an amount equivalent to the amount deposited as stated above for the redemption of such shares, but shall in no event be entitled to any interest.

(f) Limitations Under Applicable Law. If then required under the capital adequacy guidelines or regulations of the Board of Governors of the Federal Reserve System (or, if and as applicable, the capital adequacy guidelines or regulations of any successor Appropriate Federal Banking Agency), any redemption of all or part of the Series G Preferred Stock is subject to the receipt by the Corporation of any required prior approval by the Board of Governors of the Federal Reserve System (or such successor Appropriate Federal Banking Agency).

Section 6. Voting Rights.

(a) General. Except as provided below or as expressly required by law, the holders of shares of Series G Preferred Stock shall have no voting power, and no right to vote on any matter at any time, either as a separate series or class or together with any other series or class of shares of capital stock of the Corporation, and shall not be entitled to call a meeting of the holders of any series or class of capital stock of the Corporation for any purpose, nor shall they be entitled to participate in any meeting of the holders of the Common Stock. Each holder of Series G Preferred Stock shall have one vote per share on any matter on which holders of Series G Preferred Stock are entitled to vote, including when acting by written consent.

(b) Supermajority Voting Rights. So long as any shares of Series G Preferred Stock remain outstanding, in addition to any other vote or consent of stockholders required by law or the Restated Charter, the affirmative vote or consent of the holders of at least two-thirds of all of the shares of Series G Preferred Stock at the time outstanding and entitled to vote thereon, voting separately as a single class, shall be required to:

(i) authorize or increase the authorized amount of, or issue any additional shares of, Series G Preferred Stock or any class or series of capital stock of the Corporation ranking senior to the Series G Preferred Stock with respect to payment of dividends or as to distributions upon the liquidation, dissolution or winding-up of the Corporation, or issue any obligation or security convertible into or evidencing the right to purchase, any such class or series of capital stock of the Corporation;

(ii) amend the provisions of the Restated Charter or Bylaws so as to significantly and adversely affect the special powers, preferences, privileges or rights of the Series G Preferred Stock, taken as a whole; or

(iii) consummate a binding share-exchange or reclassification involving the Series G Preferred Stock, or a merger or consolidation of the Corporation with or into another entity, unless the shares of Series G Preferred Stock (A) remain outstanding, (B) are converted into or exchanged for preference securities of the surviving entity or any entity controlling such surviving entity and such new preference securities have terms that are not materially less favorable than those of the Series G Preferred Stock or (C) in connection with the closing of the transactions contemplated by the Merger Agreement, are converted into shares of common stock of the surviving entity or any entity controlling such surviving entity;

provided, however, that, for all purposes of this Section 6(b), the authorization, creation and issuance, or an increase in the authorized or issued amount of, Junior Stock or any series of Preferred Stock, or any securities convertible into or exchangeable or exercisable for Junior Stock or any series of Preferred Stock, that by its terms expressly provides that it ranks *pari passu* with the Series G Preferred Stock with respect to the payment of dividends (whether such dividends are cumulative or non-cumulative) and as to distributions upon the liquidation, dissolution or winding-up of the Corporation shall not be deemed to significantly and adversely affect the powers, preferences, privileges or rights of Series G Preferred Stock, and shall not

require the affirmative vote or consent of, the holders of any outstanding shares of Series G Preferred Stock.

(c) Changes after Provision for Redemption. The voting rights provided in this Section 6 shall not apply if, at or prior to the time when the act with respect to which such vote or consent would otherwise be required shall be effected, all outstanding shares of Series G Preferred Stock have been redeemed or called for redemption upon proper notice and sufficient funds have been set aside in accordance with Section 5(e).

(d) Procedures for Voting and Consents. The rules and procedures for calling and conducting any meeting of the holders of Series G Preferred Stock (including, without limitation, the fixing of a record date in connection therewith), the solicitation and use of proxies at such a meeting, the obtaining of written consents and any other aspect or matter with regard to such a meeting or such consents shall be governed by any rules the Board of Directors, in its discretion, may adopt from time to time, which rules and procedures shall conform to the requirements of the Restated Charter, the Bylaws, applicable law and any national securities exchange or other trading facility on which the Series G Preferred Stock is listed or traded at the time. Whether the vote or consent of the holders of a majority or other portion of the shares of Series G Preferred Stock and any Voting Parity Stock has been cast or given on any matter on which the holders of shares of Series G Preferred Stock are entitled to vote shall be determined by the Corporation by reference to the respective liquidation preference amounts of the shares of Series G Preferred Stock and Voting Parity Stock voted or covered by the consent.

Section 7. Conversion.

(a) Upon the occurrence of a Conversion Event, all of the shares of Series G Preferred Stock shall be automatically converted into shares of Common Stock at the applicable Conversion Rate (provided that in no event will the shares of Series G Preferred Stock be convertible into shares of Common Stock, whether pursuant to the foregoing provision of this paragraph (a) and/or paragraph (b) below, representing in the aggregate more than 4.9% of the total issued and outstanding Common Stock (taking into account the shares of Common Stock resulting from such conversion)); provided further that if the Conversion Event is the closing of the transactions contemplated by the Merger Agreement, all of the shares of Series G Preferred Stock shall be treated as provided in the Merger Agreement.

(b) Following termination of the Merger Agreement, if the initial holder (or any direct or indirect subsidiary thereof) of the shares of Series G Preferred Stock transfers any such shares to an unaffiliated third party, all of such shares of Series G Preferred Stock shall be automatically converted upon the consummation of such transfer into shares of Common Stock at the applicable Conversion Rate; provided that if such unaffiliated third party requires any Applicable Conversion Approvals, the conversion shall automatically occur upon receipt of any such Applicable Conversion Approvals or any transfer to another unaffiliated third party (subject to any Applicable Conversion Approvals required by any subsequent transferee).

(c) The Corporation shall at all times reserve and keep available out of its authorized and unissued Common Stock, solely for issuance upon the conversion of shares of Series G Preferred Stock as provided in the Articles of Amendment, free from any preemptive or other

similar rights, the maximum number of shares of Common Stock as may be issuable upon a Conversion Event.

(d) All shares of Common Stock delivered upon conversion of the Series G Preferred Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests and other encumbrances (other than liens, charges, security interests and other encumbrances created by any holders).

(e) Prior to a Conversion Event, if the Corporation shall (1) subdivide its outstanding shares of Common Stock into a greater number of shares of Common Stock, (2) issue shares of Common Stock or other securities or property of the Corporation (or options, warrants or rights to purchase Common Stock or other securities or property of the Corporation) as a dividend or distribution to all holders thereof, (3) combine its outstanding shares of Common Stock into a smaller number of shares of Common Stock or (4) issue or exchange, by merger, reclassification or otherwise, its shares of Common Stock for other securities of the Corporation (or any successor or parent company thereto) (for the avoidance of doubt, excluding the closing of the transactions contemplated by the Merger Agreement in which the shares of Series G Preferred Stock shall be treated as set forth in Section 7(a)), then the Conversion Rate and other terms of the Series G Preferred Stock in effect immediately prior thereto shall be adjusted so that a holder of any shares of Series G Preferred Stock shall be entitled to receive (upon the Conversion Event) a number and kind of shares of Common Stock or other securities or property that such holder of Series G Preferred Stock would have owned or been entitled to receive after the happening of any of the events described above had such shares of Series G Preferred Stock been converted immediately prior to the happening of such event or any record date with respect thereto. An adjustment so made shall become effective on the date of the dividend payment, subdivision, combination or issuance retroactive to the record date with respect thereto, if any, for such event. Such adjustments shall be made successively.

Section 8. Preemptive Rights. The holders of shares of Series G Preferred Stock shall have no preemptive rights with respect to any shares of the Corporation's capital stock or any of its other securities convertible into or carrying rights or options to purchase any such capital stock.

Section 9. Record Holders. To the fullest extent permitted by applicable law, the Corporation and the transfer agent for the Series G Preferred Stock may deem and treat the record holder of any share of Series G Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Corporation nor such transfer agent shall be affected by any notice to the contrary.

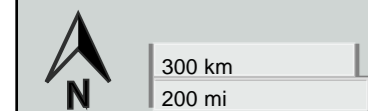
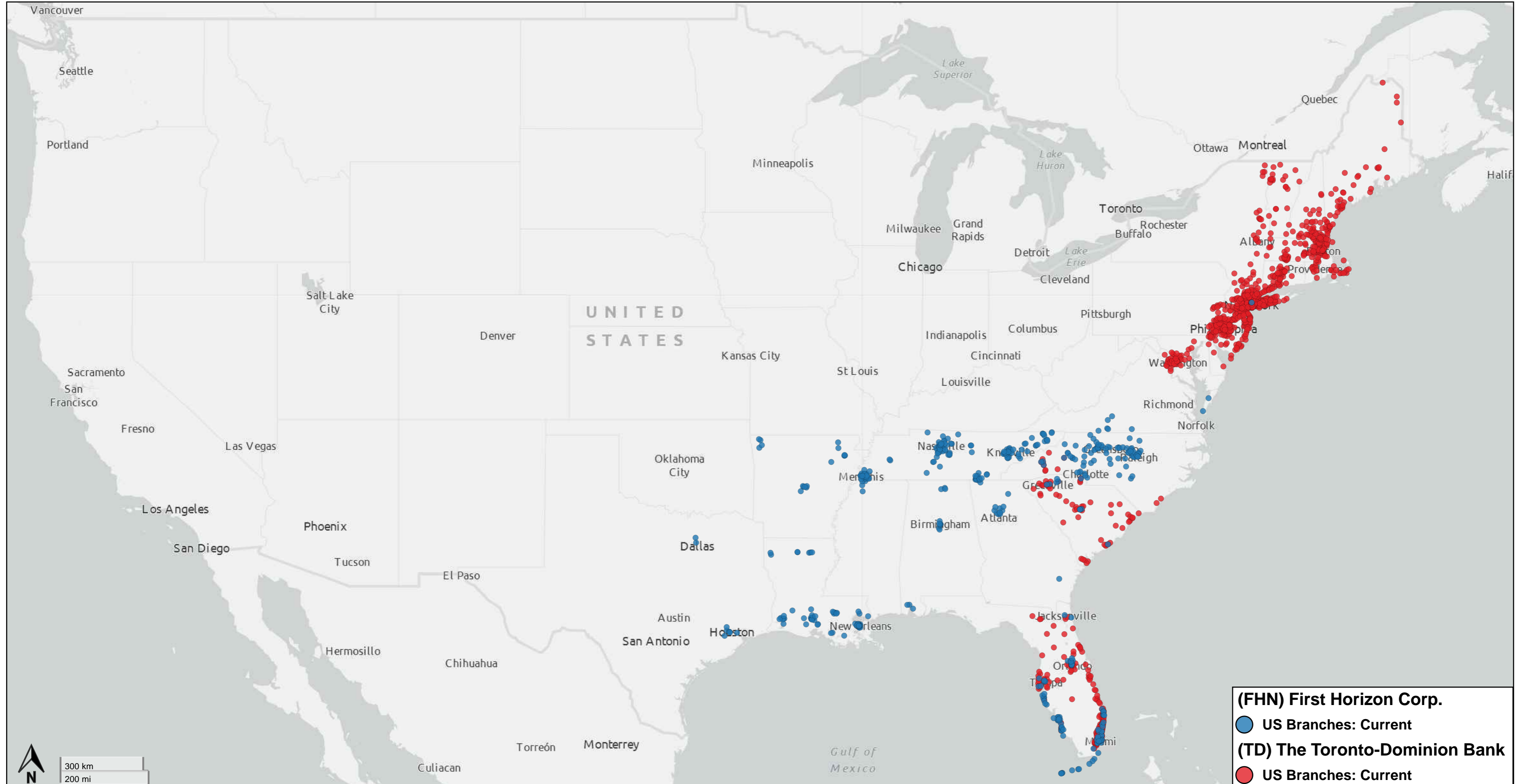
Section 10. Notices. All notices or communications in respect of the Series G Preferred Stock shall be sufficiently given if given in writing and delivered in person or by first class mail or if giving in such other manner as may be permitted herein, in the Restated Charter or Bylaws or by applicable law. Delivery of a notice or communication to the Company will be effective upon receipt. Delivery of a notice or communication to holders of shares of Series G Preferred Stock will be effective upon, in the case of personal delivery, receipt or, in the case of mailing, deposit in the mail, postage prepaid.

Section 11. Stock Certificates. The Corporation may at its option issue shares of Series G Preferred Stock without certificates.

Section 12. Other Rights. The Series G Preferred Stock shall not have any powers, preferences, privileges or rights other than as set forth herein or in the Restated Charter or as provided by applicable law.

PUBLIC EXHIBIT 6

BRANCH MAP ILLUSTRATION



(FHN) First Horizon Corp.
● US Branches: Current
(TD) The Toronto-Dominion Bank
● US Branches: Current

PUBLIC EXHIBIT 7
DEPOSIT HHI SUMMARY TABLES

Summary of Deposit Market Shares and HHIs for Overlapping Federal Reserve Banking Markets

Federal Reserve Banking Market	Total Market Deposits (\$000)	HHI (1)			Total Market Share (%)		
		Pre-Merger	Post-Merger	Delta	Pre-Merger (Buyer)	Pre-Merger (Seller)	Post-Merger (2)
Asheville, NC	11,731,353	1,385	1,415	30	6.77	1.88	8.65
Charleston, SC	23,574,845	1,117	1,121	4	2.27	0.60	2.87
Charlotte, NC-SC	318,959,688	4,353	4,353	0	0.06	0.25	0.32
Columbia, SC	30,014,127	1,900	1,902	2	2.85	0.35	3.20
Fort Myers Area, FL	20,704,996	943	943	0	-	5.32	5.32
Greenville, SC	24,807,056	979	985	6	10.64	0.23	10.86
Hickory, NC	6,284,614	1,714	1,730	16	0.66	11.32	11.98
Jacksonville Area, FL	109,233,399	3,954	3,954	0	0.69	0.16	0.85
Metro New York City, NY-NJ-CT-PA	3,297,274,534	959	959	0	3.06	0.02	3.08
Miami-Fort Lauderdale Area, FL	259,944,889	810	824	14	2.68	2.49	5.17
Naples Area, FL	22,569,906	875	892	17	0.90	9.23	10.13
Orlando Area, FL	80,943,158	1,324	1,335	11	2.09	2.05	4.13
Sarasota Area, FL	28,839,907	970	970	0	0.11	2.32	2.43
Spartanburg, SC	7,311,799	1,194	1,221	27	3.85	3.14	6.98
Tampa Bay Area, FL	139,024,190	1,292	1,294	2	1.43	0.38	1.81
West Palm Beach Area, FL	69,679,368	1,017	1,048	31	6.27	2.30	8.57

Note:

(1) HHIs calculated using the Federal Reserve baseline deposit weightings: banks (100%), thrifts (50%), savings banks (50%) and credit unions (0%).

Summary of Deposit Market Shares and HHIs for Overlapping Counties

County	Total Market Deposits (\$000)	HHI (1)			Total Market Share (%)		
		Pre-Merger	Post-Merger	Delta	Pre-Merger (Buyer)	Pre-Merger (Seller)	Post-Merger
Broward, FL	72,539,149	1,318	1,327	9	3.74	1.07	4.81
Collier, FL	22,752,159	870	887	17	0.89	9.16	10.05
Duval, FL	102,348,994	4,327	4,327	0	0.74	0.11	0.85
Hillsborough, FL	63,173,156	1,112	1,115	3	1.59	0.47	2.06
Lee, FL	20,604,195	941	941	0	-	5.35	5.35
Miami-Dade, FL	185,995,553	724	737	13	2.28	2.81	5.10
Orange, FL	53,820,644	1,502	1,513	11	1.66	2.54	4.20
Palm Beach, FL	69,605,404	1,016	1,048	32	6.28	2.30	8.58
Pinellas, FL	65,044,791	2,709	2,710	1	1.19	0.36	1.55
Saint Johns, FL	5,874,098	1,518	1,523	5	2.24	1.04	3.28
Sarasota, FL	18,503,017	924	925	1	0.17	2.77	2.95
Seminole, FL	14,279,748	1,094	1,103	9	1.41	2.00	3.42
Buncombe, NC	7,673,041	1,336	1,381	45	7.18	2.87	10.05
Burke, NC	977,480	2,064	2,112	48	4.24	5.21	9.45
New York, NY	2,161,898,611	1,363	1,363	0	0.79	0.03	0.82

County	Total Market Deposits (\$000)	HHI (1)			Total Market Share (%)		
		Pre-Merger	Post-Merger	Delta	Pre-Merger (Buyer)	Pre-Merger (Seller)	Post-Merger
Charleston, SC	18,864,720	1,192	1,197	5	2.54	0.75	3.29
Greenville, SC	17,114,414	997	1,005	8	10.08	0.33	10.41
Richland, SC	23,366,719	2,325	2,328	3	2.18	0.45	2.62
Spartanburg, SC	5,887,800	1,490	1,532	42	4.78	3.89	8.67
York, SC	4,813,334	1,422	1,462	40	4.27	3.37	7.63

Note:

(1) HHIs calculated using the Federal Reserve baseline deposit weightings: banks (100%), thrifts (50%), savings banks (50%) and credit unions (0%).

PUBLIC EXHIBIT 8

SUMMARY SUPERVISORY STRESS TEST RESULTS

Table B.19. TD Group US Holdings LLC

Projected stressed capital ratios, risk-weighted assets, losses, revenues, net income before taxes, and loan losses

Federal Reserve estimates: Severely adverse scenario

Capital ratios, actual 2020:Q4 and projected 2021:Q1–2023:Q1			
Percent			
Regulatory ratio	Actual 2020:Q4	Stressed capital ratios ¹	
		Ending	Minimum
Common equity tier 1 capital ratio	17.0	15.3	15.2
Tier 1 capital ratio	17.0	15.3	15.2
Total capital ratio	18.3	16.3	16.3
Tier 1 leverage ratio	8.3	7.5	7.5
Supplementary leverage ratio	9.5	6.8	6.7

¹ The capital ratios are calculated using the same capital action assumptions provided within the Dodd-Frank Act stress test rules. See 12 C.F.R. § 252.56(b). These projections represent hypothetical estimates that involve an economic outcome that is more adverse than expected. The minimum capital ratios are for the period 2021:Q1 to 2023:Q1. Supplementary leverage ratio projections only include estimates for firms subject to Category I, II, or III standards.

Projected loan losses, by type of loan, 2021:Q1–2023:Q1		
Loan type	Billions of dollars	Portfolio loss rates (percent) ¹
Loan losses	9.9	5.9
First-lien mortgages, domestic	0.6	2.0
Junior liens and HELOCs, domestic	0.4	5.8
Commercial and industrial ²	2.2	7.1
Commercial real estate, domestic	2.3	7.8
Credit cards	2.7	19.7
Other consumer ³	0.7	2.7
Other loans ⁴	1.0	3.5

¹ Average loan balances used to calculate portfolio loss rates exclude loans held for sale, loans held for investment under the fair-value option, and Paycheck Protection Program (PPP) loans and are calculated over nine quarters.

² Commercial and industrial loans include small- and medium-enterprise loans and corporate cards.

³ Other consumer loans include student loans and automobile loans.

⁴ Other loans include international real estate loans.

Risk-weighted assets, actual 2020:Q4 and projected 2023:Q1		
Billions of dollars		
Item	Actual 2020:Q4	Projected 2023:Q1
Risk-weighted assets ¹	234.2	235.5

¹ For each quarter, risk-weighted assets are calculated under the Board's standardized capital risk-based approach in 12 C.F.R. pt. 217, subpt. D.

Projected losses, revenue, and net income before taxes through 2023:Q1		
Item	Billions of dollars	Percent of average assets ¹
Pre-provision net revenue	5.1	1.0
<i>equals</i>		
Net interest income	19.5	3.8
Noninterest income	5.3	1.0
<i>less</i>		
Noninterest expense ²	19.6	3.9
Other revenue ³	0.0	
<i>less</i>		
Provisions for loan and lease losses	8.4	
Credit losses on investment securities (AFS/HTM) ⁴	0.3	
Trading and counterparty losses ⁵	0.0	
Other losses/gains ⁶	0.0	
<i>equals</i>		
Net income before taxes	-3.5	-0.7
Memo items		
Other comprehensive income ⁷	0.0	
<i>Other effects on capital</i>	<i>Actual 2020:Q4</i>	<i>2023:Q1</i>
AOCI included in capital (billions of dollars)	0.0	0.0

¹ Average assets is the nine-quarter average of total assets.

² Noninterest expense includes losses from operational-risk events and other real estate owned (OREO) costs.

³ Other revenue includes one-time income and (expense) items not included in pre-provision net revenue.

⁴ For firms that have adopted ASU 2016-13, the Federal Reserve incorporated its projection of expected credit losses on securities in the allowance for credit losses.

⁵ Trading and counterparty losses include mark-to-market and credit valuation adjustment (CVA) losses and losses arising from the counterparty default scenario component applied to derivatives, securities lending, and repurchase agreement activities.

⁶ Other losses/gains include projected change in fair value of loans held for sale and loans held for investment measured under the fair-value option, and goodwill impairment losses.

⁷ Other comprehensive income is only calculated for firms subject to Category I or II standards or firms that opt in to including accumulated other comprehensive income (AOCI) in their calculation of capital.



2021 Stress Test Results

6/28/21



2021 Stress Test Results

Company-run stress test demonstrates ability to navigate the Fed CCAR Severely Adverse Scenario while maintaining capital well above regulatory minimums

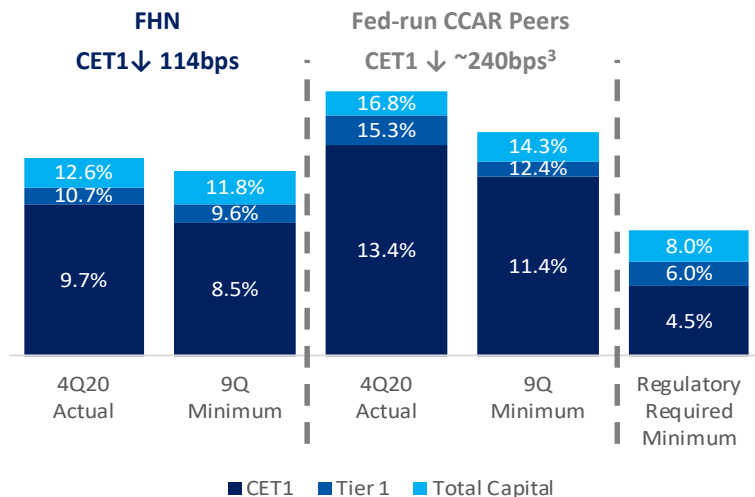
CCAR Severely Adverse Scenario

- Severe global recession with heightened stress in commercial real estate and corporate debt markets
 - Real GDP down 4%
 - Unemployment increased to 10.8%
 - House prices down 24%
 - CRE prices down 40%
 - Equity prices down 55%

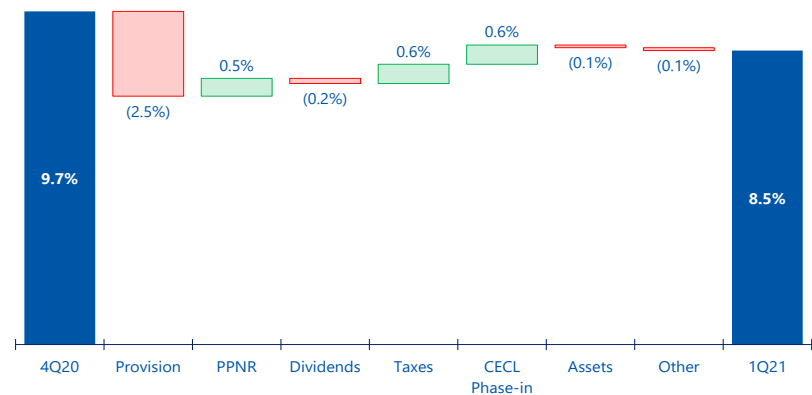
Results and Key Assumptions

- Minimum CET1 of 8.5% exceeded regulatory minimum by 400 bps
- CET1 decline of 114bps compared to Fed-run CCAR peer¹ median of 240 bps
- 3.1% loss rate compared to Fed-run CCAR peer¹ median of 5.9%
- \$0.15/share quarterly common dividend
- Utilized CECL² methodology for allowance & losses; drove provision & capital into 1Q21

Capital



Drivers of Change in CET1



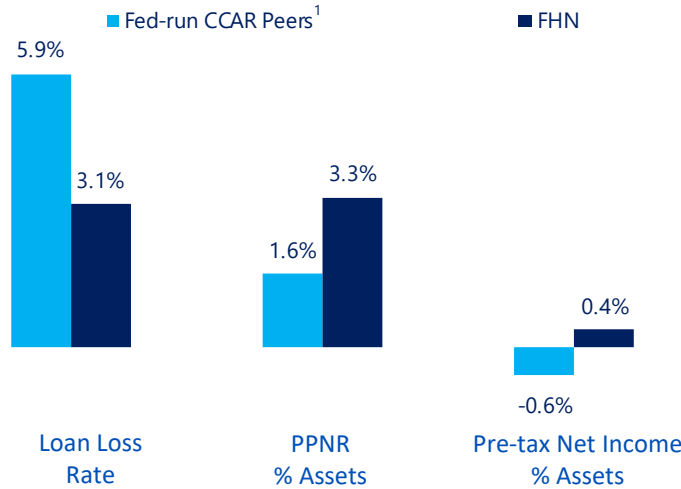
Based on Fed Comprehensive Capital Analysis and Review (CCAR) Severely Adverse scenario released February 12, 2021 using a flat (static) balance sheet over 9 quarter planning horizon from 1Q21 to 1Q23. ¹References to peer stress testing data represent the median 2021 CCAR results of 23 participating firms. ²Company run results utilized Current Expected Credit Loss methodology vs. Fed methodology that sets allowance equal to the next four quarters of forecasted losses. ³Median change in peer results may not equal difference from median starting point to median minimum. PPNR = Pre-Provision Net Revenue Source: Federal Reserve



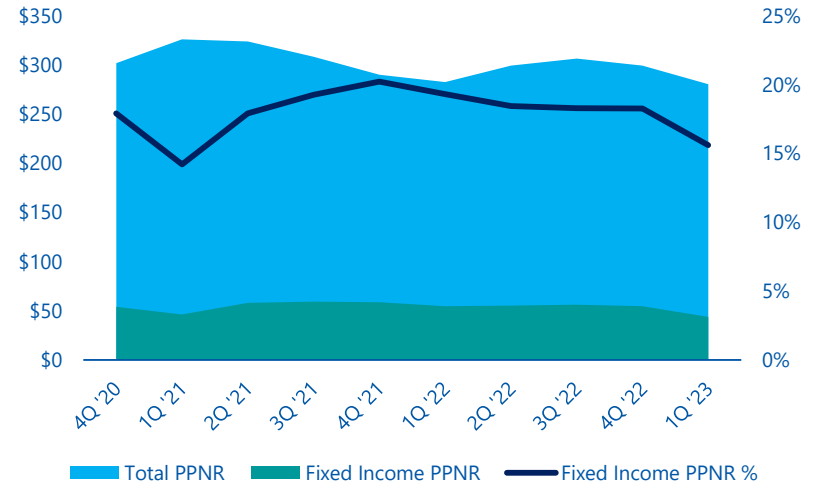
2021 Stress Test Results

Countercyclical businesses and favorable portfolio mix help First Horizon outperform peers in latest stress test

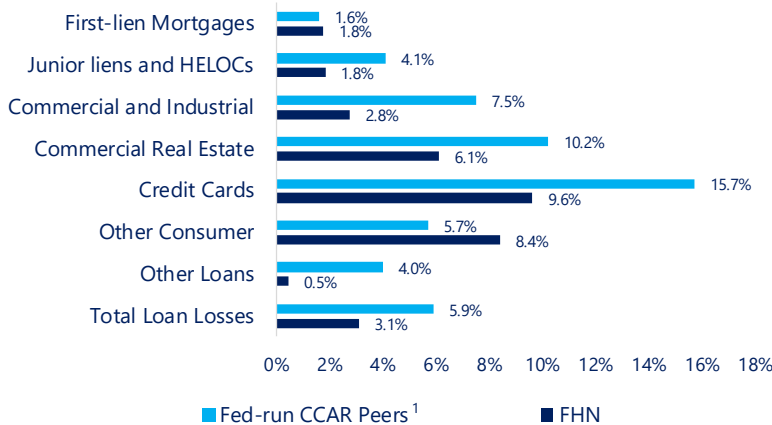
Key Stress Test Ratios



Fixed Income Contribution



Overall Portfolio Loss Rates Lower than CCAR Median



- 9-quarter cumulative losses of \$1.7B; additional pre-tax loss capacity of ~\$3.4B to 4.5% CET1 capital regulatory requirement
- FHN's portfolio mix contributed to lower losses
 - Loans to mortgage companies had relatively low loss rates and represented ~9% of average loans
 - Credit card portfolio <0.5% of average loans

PUBLIC EXHIBIT 9

FIRST HORIZON COMMUNITY BENEFITS AGREEMENT



First Tennessee Bank
National Community Reinvestment Coalition

Community Benefits Agreement
2018 - 2022

March 2018



First Tennessee Bank Community Benefits Agreement 2018-2022

This Community Benefits Agreement (“Agreement”) articulates First Tennessee Bank’s (“FTB” or “Bank”) commitments to our communities for the January 1, 2018 through December 31, 2022 period. The Agreement covers the communities we serve across the Bank’s entire footprint in Tennessee, Mississippi, North Carolina, South Carolina, Florida, Virginia, Georgia and Texas. It considers feedback shared by and collaboration with the National Community Reinvestment Coalition (“NCRC”) and its members, FTB’s corporate and regional advisory Community Reinvestment Act (“CRA”) councils, and other internal and external sources. Successful execution of the Agreement will continue FTB’s solid performance in community investment with broadened access to relevant and effective products, solutions, and services for all members of the communities in our footprint.

The Bank agrees to meet the lending, investment, philanthropy and minority supplier spending commitments contained in this Agreement assuming there are sufficient and suitable opportunities, and as market conditions and factors affecting the Bank’s capacity to meet them allow.

Mortgage Lending

The following mortgage lending commitments are for non-FHA originated loans on owner occupied, 1-4 family properties secured by a first lien on the property. (FHA loans are excluded because the Bank does not offer this product). **Baseline** amounts for all categories, except LMI Borrower Home Rehab, are the sum of legacy First Tennessee Bank’s 2014-2015 average loan volume – for all states except North Carolina - over the five year period of the Agreement plus the sum of legacy First Tennessee and legacy Capital Banks’ 2017 actual loan volume in North Carolina over the five year period. The **baseline** for LMI Borrower Home Rehab is based on 2017 actual lending volume for First Tennessee and Capital Banks because it better reflects the Banks’ lending model and volume for this category. See North Carolina Addendum on Page 11 for a separate breakdown of our commitments for this state. The **new commitment** amounts are the baseline amounts compounded 5% annually over the five year period of the Agreement.

These commitments can overlap with each other. For example, a home purchase loan to a low to moderate income (“LMI”) borrower of color in an LMI census tract can be credited against both categories.

Home Purchase

Baseline home purchase lending to **LMI borrowers**: \$91,942,500

New commitment: \$106,688,474 (baseline compounded 5% annually 2018-2022)

Increase: 16%

Baseline home purchase lending to **people of color**: \$166,752,500

New commitment: \$193,496,693 (baseline compounded 5% annually 2018-2022)

Increase: 16%

Baseline home purchase lending in **LMI census tracts**: \$111,722,500
New commitment: \$129,640,841 (baseline compounded 5% annually 2018-2022)
Increase: 16%

Baseline home purchase lending in **majority people of color census tracts**: \$51,842,500
New commitment: \$60,157,133 (baseline compounded 5% annually 2018-2022)
Increase: 16%

Home Rehab/Improvement

Baseline home rehab/improvement lending to **LMI borrowers**: \$6,295,000
New commitment: \$7,304,608 (baseline compounded 5% annually 2018-2022)
Increase: 16%

Baseline home rehab/improvement lending to **people of color**: \$4,235,000
New commitment: \$4,914,220 (baseline compounded 5% annually 2018-2022)
Increase: 16%

Baseline home rehab/improvement lending in **LMI census tracts**: \$7,352,500
New commitment: \$8,531,713 (baseline compounded 5% annually 2018-2022)
Increase: 16%

Baseline home rehab/improvement lending in **majority people of color census tracts**: \$3,832,500
New commitment: \$4,447,166 (baseline compounded 5% annually 2018-2022)
Increase: 16%

Geographies (Mortgage Lending)

Sub-commitments exist for the following geographies for the above Home Purchase and Home Rehab/Improvement lending categories. They are based on FTB's internal share of the deposits in these markets and may be adjusted based on the supply of sufficient and suitable opportunities, market conditions, and factors affecting the Bank's lending capacity.

- Chattanooga, TN MSA
- Knoxville, TN MSA
- Memphis, TN MMSA
- Nashville, TN MSA
- Charlotte, NC MSA
- Raleigh, NC MSA
- Winston-Salem, NC MSA
- South Florida

Product Innovation (Mortgage Lending)

- FTB is converting to Capital Bank's mortgage lending platform, and adopting its existing portfolio affordable home mortgage product. This product enables creditworthy first-time and current homebuyers an affordable entry point to homeownership. It includes, but is not limited to the following key features:
 - 30-year fixed rate with escrow available (variable rate not offered)

- Qualifying income less than 80% of the Estimated MSA/MD/non-MSA/MD Median Family income based on the subject property location.
- Independent of CLTV, borrower must contribute minimum of \$500 personal funds (no gifts) to closing.
- No private mortgage insurance required.
- Minimum credit score: 640
- Max DTI: 43%
- Maximum LTV: 100%

Adopting Capital Bank’s mortgage platform also enables legacy FTB to offer government-back mortgage loans. FTB will work with NCRC to explore options and the feasibility to offer other innovative and market responsive products.

- ❑ FTB currently partners with non-profit organizations in Memphis and Nashville to offer Individual Development Accounts (“IDA”) linked to home purchase down payments with matching funds. Expansion of this product to other markets is being explored. It had been placed on temporary hold due to the FTB/Capital Bank merger.
- ❑ The Bank is exploring an innovative partnership with an owner/operator of low income multi-family housing to help tenants establish or improve their credit score and put them on a path towards homeownership and traditional banking products and services. Options being explored include providing tenants a secured credit from which to make rental payments partially funded by the Bank with backing by the owner/operator of the property and IDAs.

Staffing (Mortgage Lending)

- ❑ FTB will ensure adequate resources are available to support the Bank’s mortgage lending strategy. The staffing model, including the number, location and role(s) of the loan officers in the communities the Bank serves is being evaluated and will vary by market. This evaluation will ensure loan officers have individual goals for lending to LMI borrowers and will be compensated in a way that does not create a disincentive for working with customers with smaller mortgages, such as a higher base salary or compensating based on unit rather than percentage of loans.

Outreach (Mortgage Lending)

- FTB will formalize a strategy focused on increasing the number of referral relationships with organizations that can offer denied mortgage applicants counseling that can help them become eligible for lending, as well as with counseling agencies offering first time homebuyer counseling.

Small Business Lending

Except for the Lending to Businesses in LMI Tracts category, **baseline** amounts are the sum of legacy First Tennessee Bank’s 2014-2015 average loan volume – for all states except North Carolina - over the five year period of the Agreement plus the sum of legacy First Tennessee and legacy Capital Banks’ 2017 actual loan volume in North Carolina over the five year period. The **baseline** for LMI Tracts is based on 2017 actual lending volume for First Tennessee and Capital Banks because it better reflects the Banks’ lending model and volume for this category. See North Carolina Addendum on Page 11 for separate breakdown of our commitments for this state. The **new commitment** amounts are the baseline amounts compounded 5% annually over the five year period of the Agreement.

These commitments can overlap with each other. For example, a loan to a small business in an LMI census tract with annual revenue <= \$1 million can be credited against both categories.

Baseline small business lending to businesses in **LMI census tracts**: \$941,930,000

New commitment: \$1,092,999,147 (baseline compounded 5% annually 2018-2022)

Increase: 16%

Baseline small business lending to businesses with <= **\$1 million in gross annual revenue**: \$680,952,265

New commitment: \$790,165,134 (baseline compounded 5% annually 2018-2022)

Increase: 16%

Geographies (Small Business):

Sub-commitments exist for the following geographies for the above Small Business Lending categories. They are based on FTB's internal share of the deposits in these markets and may be adjusted based on the supply of sufficient and suitable opportunities, market conditions and factors affecting the Bank's lending capacity.

- Chattanooga, TN MSA
- Knoxville, TN MSA
- Memphis, TN MMSA
- Nashville, TN MSA
- Charlotte, NC MSA
- Raleigh, NC MSA
- Winston-Salem, NC MSA
- South Florida

Product innovation (Small Business)

The Bank is developing a program that offers small business loans to creditworthy borrowers in amounts less than \$50,000 (i.e., micro loans). The program envisions a streamlined application, documentation and approval process and relaxed underwriting/approval requirements. It may also include partnering with an external financial technology firm. Current plans are to initially offer this program in conjunction with FTB's partnership with the Operation HOPE Inside Small Business programs.

Development of this program had commenced in 2017 but was temporarily put on hold due to the FTB/Capital Bank merger.

Staffing (Small Business)

FTB will ensure adequate resources are available to support the Bank's small business lending strategy. The staffing model, including the number, location and role(s) of the loan officers in the communities the Bank serves is being evaluated and will vary by market. The evaluation will ensure loan officers will have individual goals for lending to small businesses, and will be compensated in a way that does not create a disincentive for working with customers with small businesses, such as a higher base salary or compensating based on unit rather than percentage of loan.

Outreach (Small Business)

- FTB will continue to work with and expand support of Community Development Financial Institutions (CDFI) by setting up formal referral relationships from the Bank for businesses denied

or not yet ready for traditional bank financing similar to the arrangement the Bank has with Pathway Lending in Tennessee.

❑ Minority Depository Institution Collaboration

In 2017, the Bank's CEO participated in the Office of the Comptroller of the Currency's Minority Depository Institutions ("MDI") and CDFI Collaboration Roundtable. This Roundtable provided an opportunity to engage in discussions highlighting the opportunities and challenges facing institutions focused on serving minority and/or lower-income customers and communities, minority and/or women owned businesses, or the underbanked.

Topics and ideas discussed ranged from the basics of banking (e.g., deposit funding, low cost investments, loan participations) to some innovative ideas for technical, educational, or resource support including:

- Access to the Bank's ATM network without fees or service charges
- Advice regarding BSA processes, controls and compliance
- Product marketing support
- Cybersecurity technical assistance
- Asset liability management technical assistance
- Providing Board members; executives on loan
- Volume purchase of equipment or supplies

The Roundtable helped provide a framework to assist banks interested in pursuing collaboration initiatives to connect with other institutions interested in the same types of potential partnering arrangements. First Tennessee Bank is among approximately 40 institutions that have agreed to participate in this 2018 initiative.* FTB intends to continue this support beyond 2018.

* Examples of support of MDIs and CDFIs the last two years has generally been limited to grants and equity-like investments in CDFIs in Tennessee and North Carolina, and an equity-like investment in and commercial loan participations with a Memphis minority owned bank. We continue to have dialogue regarding additional support for this bank and recently met with and exchanged ideas for supporting a Durham, NC minority owned bank.

Community Development Loans and Investments (CDLI)

Annual baseline of previous CRA Plan: \$100,000,000

New annual baseline: \$288,811,899 (8.1%* of 3-31-17 Tier 1 capital of combined FTB and Capital Bank)

New commitment: \$1,444,059,045 (New annual baseline 2018-2022)

Increase: 189% (percentage increase over \$100,000,000 baseline)

* According to NCRC, achieving this goal will result in FTB being an industry leader in community development lending and investing.

Multifamily Lending

Baseline multifamily lending (based on 2014 – 2015 average): \$38,640,000

New commitment: \$44,837,000 (baseline compounded 5% annually 2018-2022)

Increase: 16%

The multi-family commitment is based on the average lending volume for both FTB and Capital Bank

as reported on their respective 2014-2015 HMDA LARs for projects located in LMI census tracts. Capital Bank numbers were included due to the nominal volume of FTB loans reported during the baseline period. Loans that benefit LMI families will range between 80% - 100% of this commitment.

Sub-commitments exist for the following geographies for CDLI and Multi-Family loans. They are based on FTB's internal share of the deposits in these markets and may be adjusted based on the supply of sufficient and suitable opportunities, market conditions and factors affecting the Bank's lending and investment capacity.

- Chattanooga, TN MSA
- Knoxville, TN MSA
- Memphis, TN MMSA
- Nashville, TN MSA
- Charlotte, NC MSA
- Raleigh, NC MSA
- Winston-Salem, NC MSA
- South Florida

Community development and multi-Family loans can overlap with each other. For example, a community development loan that provides multi-family housing for LMI individuals can be credited against both categories.

Staffing (CDLI)

As part of developing the Target Operating Model for the combined FTB/Capital Bank, the Bank has enhanced and invested in the infrastructure of its CRA compliance division. Key actions taken or planned are as follows:

- An experienced and proven risk/compliance/audit professional and former OCC commissioned national bank examiner assumed leadership for Community Reinvestment Act and Fair Lending compliance.
- The previous CRA leader has transitioned to the role of Community Development Manager (CDM) for the Bank's West Tennessee/Mid-South market.
- The roles, responsibilities, capabilities and locations of the other five existing CDMs have been assessed and the following adjustments have been made:
 - The roles and responsibilities of the CDM position have been expanded and include measurable goals relative to the lending commitments contained in this Agreement.
 - The location of the Mid-Atlantic CDM position was moved from Winston-Salem, NC to Charlotte, NC and new externally hired CDM is in place.
 - CDM coverage of the Eastern Tennessee Region consists of a large market CDM located in Knoxville and a community banking CDM now located in Asheville, NC from Chattanooga previously. The previous CDM model did not differentiate coverage between large and community bank markets.
- The existing Nashville CDM remains in place.
- The Bank hired CDM for the south Florida market.
- All CDM positions are full time.

Focal areas (CDLI)

First Tennessee will continue to:

- Increase investments in CDFIs and/or similar non-profit organizations, and will continue to offer and explore other long term flexible investments and EQ2s.
- Purchase loans from CDFIs or similar organizations consistent with the above CDL commitments and offer low cost deposits to CDFIs.
- Leverage its Corporate and Market CRA Advisory Councils and NCRC to help find ways to increase the ability of nonprofits to develop and preserve affordable housing. This may include offering a suite of loans and services including pre-development loans, construction loans, lines of credit or bridge loans.
- Improve the process for which nonprofits apply for community development and philanthropy opportunities. For example, the Bank recently discontinued its internally developed application process for grants from the Community Development Fund in favor of the vendor-supplied application system used by the First Tennessee Foundation. The vendor system is designed for this activity. It is more user friendly and efficient for the applicants and the Bank.
- Work with local nonprofits to determine the feasibility to increase investments and support for rural communities adjacent to the Bank's urban assessment areas in Tennessee and Florida.
- Expand its support of MDIs, CDFIs and women owned depository institutions as described above.
- Execute its strategy of investing in Low Income Housing Tax Credits and/or providing loans for these projects within the Bank's markets.
- Execute and expand its adult and small business financial education, counseling and empowerment program in partnership with Operation HOPE for the unbanked and underbanked segments of our communities.
- Execute and expand its youth and young adult education program with strategic partners. This program is taught by FTB volunteers using Operation HOPE curriculum.
- Support causes that address blight, improve infrastructure, develop the workforce, increase the capacity of non-profit organizations, the digital divide, rural areas, fair housing organizations, and healthcare services providers in LMI areas. This will be achieved directly and indirectly in conjunction with the execution of this Agreement and through the Bank's volunteer activities.

Philanthropy

Previous Annual Baseline: \$3,000,000

New Annual Baseline: \$7,904,278 (Based on .1%** of combined FTB and Capital Bank 3-31-17 assets)

New Commitment: \$39,521,392 (New annual baseline 2018-2022)

Increase: 164% (increase over \$3,000 baseline)

The Bank will meet the Philanthropy commitment through grants from its Community Development Fund, the First Tennessee Foundation and the sponsorship Bank's sponsorship budgets in each market.

** According to NCRC, achieving this goal will result in FTB being an industry leader for its philanthropic activities.

Focal areas (Philanthropy)

First Tennessee will:

- Increase support for housing counseling organizations.

- Continue to sponsor outreach, awareness, education, and/or training on fair lending/fair housing by sponsoring a state or local event with fair housing organizations.
- Consider opportunities to train FTB staff working with qualified Fair Housing organizations.
- Continue to support financial literacy and capability through our partnership with Operation Hope as described above under CDLI Focal Areas.
- Explore creating financial education materials that are user-friendly for communities with individuals with limited English proficiency, specifically Spanish and Creole, as the Bank grows in size and reach.
- Work with NCRC, and continue its efforts with the National Association of Real Estate Brokers and community groups on initiatives for increasing African American homeownership.
- Support a major non-profit capacity-building initiative.
- Devote a meaningful portion of the Bank's marketing and public relations budget to community development as our efforts to better reach LMI, people of color and women consumers and businesses evolve. This will include continuing/increasing:
 - Our existing partnership with a Memphis minority owned marketing and public relations firm.
 - Our existing partnerships with Knoxville and Chattanooga women owned public relations firms.
 - Grants to and participation with non-profit organizations to support or sponsor their outreach efforts and events.
 - The number of partnerships with local non-profit organizations, marketing and/or media companies that are owned by people of color or women. This includes exploring the feasibility of investing in firms that specialize in reaching these communities, including those where English is a second language.

First Tennessee will also continue its practice of initially allocating its annual philanthropic budget based on the Bank's internal share of the deposits in its markets and awarding grants to organizations based on need and impact. FTB will continue to generally avoid multi-year grants to allow for a greater distribution of funds and flexibility to address needs that arise.

Branch Distribution and Access-Basic Banking-Consumer Lending

The following is in response to NCRC's request to detail FTB's initiative to achieve physical presence in neighborhoods without a physical (i.e., brick and mortar branch) presence:

FTB recognizes the diminishing role of and consumer demand for brick and mortar branches based on decreasing foot traffic and transactions but remains highly committed to continuing to serve LMI and minority consumers. To that end, various initiatives are being developed or explored to optimize the branch network without opening traditional branches while still providing value and advice to communities. This strategy leverages growing customer preference, including LMI consumers, for alternatives to traditional branches. The Bank will solicit feedback from various non-profit organizations to help optimize the execution of this strategy to help ensure it meets the needs of our communities. The following summarizes this strategy's framework:

Digital Lead Generation

- New digital lead generation tool allows bankers who are in communities to prioritize customer requests for financial advice.

- Customer information funnels into relationship management tools to provide structure (and reporting) of banker interactions with prospects in our communities.
- The above encourages appropriate value-add callbacks and advice with all customers who request information.

Structured Workforce Management

- By segmenting time for bankers to leave the branch, bankers can provide more personal advice and service where customers live, work, play and worship.
- Leveraging customer data to balance the in-lobby customer experience with the ability to leave the branch and increase engagement.

Small and Flexible Physical Delivery

- New, smaller branch archetypes allow for efficient delivery staffed by fully-trained bankers.
- Exploration of mobile (e.g., tablet) hardware to allow for bankers to provide increased services and advice remotely, thus increasing the geographic reach of traditional brick and mortar delivery models.
- Increased ATM functionality for transaction processing allows:
 - More bankers to be utilized in community development.
 - Higher density and more availability of services across all communities.

Opportunity for Remote Servicing

- Customer usage data shows that community development activities (i.e., time spent) are inversely correlated to service needs of the branch lobby.
- Productivity will be managed by measuring time spent executing defined financial wellness programs such as FT@Work, OnCampus, MyCommunity, First Contact, and Military Coalition.
- The digital lead generator allows bankers to efficiently manage relationships and respond appropriately to a customer request for advice.

Plan Governance

- FTB will provide semi-annual progress reports on this agreement, using a format mutually agreed upon with NCRC.
- FTB will continue to follow its existing internal and external governance and oversight framework for monitoring the effectiveness of and adherence to its CRA plans, strategies and goals, including those contained in this Agreement. This framework is comprised of:
 - Senior and executive management Working Groups and Committees
 - Board of Director Committees
 - Regular interaction with Market Presidents and their leadership teams
 - A Corporate CRA Advisory Council comprised of community executives and consumer advocates from government, non-profit and private organizations within the Bank's markets
 - CRA Advisory Councils in each of the Bank's major markets comprised of community leaders and consumer advocates from government, non-profit and private organizations

Please see the Appendix for a list of the above internal working groups and committees, and members of the Corporate and Market CRA Advisory Councils. Due to the Capital Bank merger, community leaders from the Mid-Atlantic and South Florida markets will be added to the Corporate Advisory

Council and a Market Advisory Council will be established for South Florida.

The Bank's West Tennessee/Mid-South, and two of the three East Tennessee CRA Market Advisory Councils include members NCRC member organizations. Given the effectiveness of the existing governance framework, NCRC's request for additional enterprise-wide and market level Community Advisory Boards comprised of 50% NCRC members is not currently warranted. However, the Bank welcomes an assessment from NCRC regarding the current composition of its Advisory Councils and will consider adding additional NCRC members to them.

Other Commitments

- FTB commits to maintaining an annual supplier diversity spend of 3% - 6% of annual spend to businesses owned by people of color and/or women.
- The Bank will continue to work with nonprofit organizations to help ensure that Bank staff are compliant with the Fair Housing Act, especially as it relates to reasonable accommodation for the disabled.

North Carolina Addendum

FTB agrees to meet the following lending commitments for North Carolina included in the above corporate level commitments. The mortgage lending commitments are for non-FHA originated loans on owner occupied, 1-4 family properties secured by a first lien on the property. FHA loans are excluded because the Bank does not offer this product.

These commitments were derived by applying a 5% compounded annual growth rate to FTB's and Capital Bank's 2017 actual loan volume – referred to below as the Baseline - for these categories. The Bank used 2017 lending volume because it better represents the Banks' lending model and volume compared to prior periods, especially with respect to legacy Capital Bank's mortgage lending activities. For example, following Capital Bank's acquisition of Community 1 Bank in 2016, the Bank tightened the underwriting criteria and implemented other measures that significantly reduced loan volume.

As noted earlier, sub-commitments exist for Charlotte, Raleigh and Winston-Salem. They are based on FTB's internal share of the deposits in these markets and may be adjusted based on the supply of sufficient and suitable opportunities, market conditions and factors affecting the Bank's lending capacity.

Lending Category	Baseline	2018-2022 Total Commitment
Home Purchase	(\$000)	(\$000)
LMI Borrower	\$47,435	\$55,043
People of Color Borrower	\$77,480	\$89,906
LMI Census Tract Borrower	\$47,645	\$55,286
Majority People of Color Tract Borrowers	\$33,880	\$39,314
Home Rehab/Improvement	Baseline	2018-2022 Total Commitment
LMI Borrower	\$3,375	\$3,916
People of Color Borrower	\$675	\$783
LMI Census Tract Borrower	\$2,835	\$3,290
Majority People of Color Tract Borrowers	\$350	\$406
Small Business	Baseline	2018-2022 Total Commitment
Businesses in LMI Census Tracts	\$329,510	\$382,358
Businesses < \$1 Million Gross Annual Income	\$337,065	\$391,124

APPENDIX

First Tennessee Bank CRA Plan Governance

Internal

The Bank's existing governance and oversight framework to monitor the effectiveness of and adherence to the Bank's CRA plans, strategies and goals is comprised of the following:

- Quarterly CRA Working Group meetings
- Bi-monthly Compliance Risk Working Group meetings
- Quarterly reporting to the Operational Risk Management Committee
- Quarterly reporting to the Executive Risk Management Committee
- Quarterly reporting to the Executive Management Committee
- Quarterly reporting to the Executive and Risk Committee of the Board of Directors
- Quarterly reporting to the Audit Committee of the Board of Directors
- Regular interaction with the Bank's market presidents

External

The Bank's Corporate CRA Advisory Council provides additional oversight and guidance. In addition to internal executive management members, there are six external Council members. The external members are community executives and consumer advocates from government, non-profit and private organizations within the Bank's major markets. The Council provides input, guidance and recommendations regarding the Bank's community development and CRA framework, performance and strategies for serving LMI income individuals, geographies and minorities. This includes offering strategies and insights on the most effective methods and innovative products and services for reaching and serving the Bank's LMI and minority communities, and achieving the Bank's CRA goals. Council meetings are held semi-annually and include subsequent 1:1 sessions with the Bank's CRA Officer and Chief Compliance Officer. Due to the Bank's expanded market following the merger with Capital Bank, external members from the Mid-Atlantic and Florida markets will be added to the Council.

In addition to the above Corporate CRA Advisory Council, the Community Development Managers in each major market maintain one or more CRA Advisory Councils. These Councils are comprised of at least nine community advocates who represent a broad spectrum in matters that affect the LMI and minority communities regarding affordable housing, economic development, community revitalization and sustainability, and community services. They provide a conduit for citizen input into the Bank's CRA strategy and provide advice relative to the needs in these categories. Meetings are held at least three times per year.

Corporate CRA Advisory Council Members

John Hope Bryant, Atlanta, GA

Founder, chairman and chief executive officer of nonprofit Operation HOPE, chief executive officer of Bryant Group Ventures and The Promise Homes Company, and co-founder of Global Dignity.

Erik Cole, Nashville, TN

Director, Office of Mayor Economic Opportunity and Empowerment

Ruby Bright, Memphis, TN

Executive Director, Women's Foundation for a Greater Memphis

Alvin Nance, Knoxville, TN

CEO, LHP Development

Pierce Ledbetter, Memphis, TN

CEO, LEDIC Management Group

Luke Yancy, Memphis, TN

President and CEO (Retired in 2017), MMBC Continuum

Regional/Market CRA Advisory Council Members

See separate document.

PUBLIC EXHIBIT 10

FIRST HORIZON BANK CRA ASSESSMENT AREAS

FIRST HORIZON ASSESSMENT AREAS

Assessment Areas	Counties/Parishes
ALABAMA	
1 Birmingham MSA	Jefferson (073); Shelby (117)
2 Huntsville MSA	Limestone (083); Madison (089)
3 Mobile-Daphne-Fairhope CSA	
Mobile MSA	Mobile (097)
Daphne-Fairhope-Foley MSA	Baldwin (003)
ARKANSAS	
4 Fayetteville MSA	Benton (007); Washington (143)
5 Jonesboro MSA	Craighead (031)
6 Little Rock MSA	Pulaski (119); Saline (125)
7 AR Non-MSA	Jackson (067); Lawrence (075); Randolph (121)
FLORIDA	
8 Ft Myers-Naples CSA	
Ft Myers MSA	Lee (071)
Naples MSA	Collier (021)
9 Jacksonville MSA	Duval (031); St Johns (109)
10 Miami-Key West CSA	
Miami-Ft Lauderdale-Palm Beach MSA	Miami-Dade (086); Broward (011); Palm Beach (099)
Non-MSA	Monroe (087)
11 Orlando-Deltona CSA	
Orlando MSA	Orange (095); Seminole (117)
Volusia MSA	Volusia (127)
12 Sarasota MSA	Manatee (081); Sarasota (115)
13 Tampa MSA	Hillsborough (057); Pinellas (103)
GEORGIA	
14 Atlanta MSA	Barrow (013); Cherokee (057); Cobb (067); DeKalb (089); Forsyth (117); Fulton (121); Gwinnett (135)
15 GA Non-MSA	Lumpkin (187); Wayne (305)
LOUISIANA	
16 Baton Rouge MSA	E Baton Rouge (033)
17 Houma MSA	Lafourche (057); Terrebonne (109)
18 Lafayette-Opelousas-Morgan City CSA	
Lafayette MSA	Acadia (001); Iberia (045); Lafayette (055); St Martin (099); Vermilion (113)
Non-MSAs	St Landry (097); St Mary (101)
19 Lake Charles MSA	Calcasieu (019); Cameron (023)
20 Monroe-Ruston CSA	
Monroe MSA	Ouachita (073)
Non-MSA	Lincoln (061)
21 New Orleans MSA	Jefferson (051); Orleans (071); St Tammany (103)
22 Shreveport MSA	Bossier (015); Caddo (017)
23 LA Non-MSA	Allen (003)
NEW YORK	
24 New York MSA	New York (061)
NORTH CAROLINA	
25 Asheville MSA	Buncombe (021); Madison (115)
26 Charlotte NC-SC MSA	Gaston, NC (071); Iredell, NC (097); Mecklenburg, NC (119); Rowan, NC (159); York, SC (091)
27 Fayetteville MSA	Cumberland (051)
28 Greensboro-Winston-Salem CSA	
Greensboro MSA	Guilford (081); Randolph (151)
Winston-Salem MSA	Davie (059); Forsyth (067); Stokes (169); Yadkin (197)
Burlington MSA	Alamance (001)
Non-MSA	Surry (171)
29 Hickory MSA	Burke (023); Caldwell (027); Catawba (035)
30 Raleigh-Durham CSA	
Raleigh MSA	Wake (183)
Durham-Chapel Hill MSA	Chatham (037); Durham (063); Granville (077); Orange (135); Person (145)
31 NC Non-MSA	Lee (105); Moore (125); Richmond (153); Watauga (189); Wilkes (193)
SOUTH CAROLINA	
32 Charleston MSA	Charleston (019)
33 Columbia MSA	Richland (079)
34 Greenville-Spartanburg CSA	
Greenville MSA	Greenville (045)
Spartanburg MSA	Spartanburg (083)
TENNESSEE	
35 Chattanooga-Cleveland Multistate CSA	
Chattanooga TN-GA MSA	Catoosa, GA (047); Hamilton, TN (065)
Cleveland MSA	Bradley (011)
Non-MSA	McMinn (107)
36 Clarksville MSA	Montgomery (125)
37 Jackson MSA	Madison (113)
38 Johnson City-Kingsport CSA	
Johnson City MSA	Carter (019); Unicoi (171); Washington (179)
Kingsport-Bristol TN-VA MSA	Hawkins (073); Sullivan (163)
39 Knoxville-Morristown CSA	
Knoxville MSA	Blount (009); Knox (093); Loudon (105); Roane (145)
Morristown MSA	Hamblen (063); Jefferson (089)
Non-MSAs	Cocke (029); Sevier (155)
40 Memphis TN-MS-AR MSA	Desoto, MS (033); Tate, MS (137); Shelby, TN (157)
41 Nashville CSA	
Nashville MSA	Davidson (037); Macon (111); Maury (119); Rutherford (149); Sumner (165); Williamson (187); Wilson (189)
Non-MSAs	Lawrence (099); Marshall (117)
42 TN Non-MSA	Greene (059); Humphreys (085); Putnam (141); White (185)
TEXAS	
43 Dallas MSA	Collin (085); Dallas (113); Denton (121)
44 Houston MSA	Fort Bend (157); Harris (201)
VIRGINIA	
45 Roanoke MSA	Franklin (067)
46 VA Non-MSA	Accomack (001); Halifax (083); Henry (089); Northampton (131); Patrick (141); Martinsville City (690)

PUBLIC EXHIBIT 11

FORM OF NEWSPAPER NOTICE

Notice is given that an application has been filed on March 21, 2022 with the Office of the Comptroller of the Currency, Large Bank Licensing, 340 Madison Avenue, Fifth Floor, New York, New York 10173, for consent to merge:

First Horizon Bank
165 Madison Avenue, Memphis, Tennessee 38103
into
TD Bank, National Association
2035 Limestone Road, Wilmington, Delaware 19808

It is contemplated that the main offices and branch offices of the above-named banks will continue to operate following the proposed transaction.

This notice is published pursuant to 12 USC 1828(c) and 12 CFR Part 5. Anyone may submit written comments on this application by April 22, 2022 to Jason Almonte, Director for Large Bank Licensing, Office of the Comptroller of the Currency, 340 Madison Avenue, Fifth Floor, New York, New York 10173 or by email at LargeBanks@occ.treas.gov.

The public may find information regarding this application, including the date of the end of the public comment period, in the OCC Weekly Bulletin available at www.occ.gov. The public portion of the application is available on request. Requests for a copy of the public file on the application should be made to the Director for Large Bank Licensing.

[*publication date*], 2022 First Horizon Bank
TD Bank, National Association

Memphis, TN
Wilmington, DE

PUBLIC EXHIBIT 12

TARGET INSTITUTION INSURANCE SUBSIDIARIES AND LICENSES

TARGET INSTITUTION INSURANCE SUBSIDIARIES AND LICENSES

FHIS, INC. NPN: 3391527

FHIS, Inc. does not currently engage in the solicitation and sale of insurance. Previously, FHIS, Inc. acted as agent in the solicitation and sale of insurance products including life, disability, annuities, and long-term care in states outside of the Bank's primary geographic footprint. As of October 2019, all life, disability, and long-term care insurance sales are conducted through First Horizon Insurance Services, Inc., and all annuity products are sold through First Horizon Advisors, Inc. FHIS, Inc. continues to receive commissions from insurance sales made prior to October 2019, and it maintains the licenses listed below. All licenses are non-resident licenses, except as indicated below.

Alabama – Life, Accident & Health or Sickness, Variable Life and Variable Annuity

Alaska – Life, Health, Variable Life and Variable Annuity

Arizona– Life, Accident and Health or Sickness, Variable Life and Variable Annuity

Arkansas – Life, Accident and Health or Sickness, Variable Life and Variable Annuity, Property, Casualty, Crop

California – Life, Accident and Health, Variable Contracts

Colorado – Life, Accident and Health, Variable Products, Property, Casualty

Connecticut – Life, Accident & Health or Sickness, Variable Life and Variable Annuity

Delaware – NO LINES ASSIGNED (Uses DLRP; Life, Health, Variable Annuity)

District of Columbia – Life, Accident Health or Sickness, Variable Life and Variable Annuity products

Florida – Agency License (Uses DLRP; Life & Variable Annuity, Health)

Georgia (Resident) – Life, Accident & Sickness, Variable Products

Georgia – Life, Accident & Sickness, Variable Products

Idaho – Life, Accident & Health or Sickness

Illinois – NO LINES ASSIGNED (Uses DLRP; Life, Health, Variable Contracts)

Indiana – Life, Accident and Health, Variable Life & Annuity, Property and Casualty

Iowa – Determined by Affiliated Producer (Life, Accident and Health, Variable Life/Variable Annuity)

Kansas – Lines Held by Employees (Life, Accident & Health or Sickness, Variable Life and Variable Annuity)

Kentucky – Life, Health, Variable Life and Variable Annuities

Louisiana – Life, Accident and Health or Sickness, Variable Life and Variable Annuity

Maine – NO LINES ASSIGNED (Uses DLRP: Life, Health, Variable Contracts)

Maryland – Life, Accident and Health or Sickness, Variable Life and Variable Annuity

Massachusetts – Life, Accident and Health or Sickness, Variable Life and Variable Annuity Products

Michigan – Life, Accident and Health, Variable Annuities, Property, Casualty

Mississippi - NO LINES ASSIGNED (Uses DLRP: Life, Accident & Health or Sickness, Variable Life and Variable Annuity Products)

Missouri – NO LINES ASSIGNED (Uses DLRP; Life, Accident and Health or Sickness; Variable Life and Variable Annuity)

Nebraska – NO LINES ASSIGNED (Uses DLRP; Life and Annuities, Sickness, Accident and Health, Variable Contracts)

Nevada – Life, Health, Variable Life/Variable Annuities, Casualty, Property

New Hampshire – Life, Accident and Health or Sickness, Variable Life and Variable Annuity

New Jersey – Life, Accident & Health or Sickness, Variable Life and Variable Annuity

New Mexico – Life, Accident and Health or Sickness, Variable Life and Variable Annuity

North Carolina – NO LINES ASSIGNED (Uses DLRP; Life, Accident & Health or Sickness, Variable Life & Variable Annuity)

Ohio – Life, Accident & Health, Variable, Property, Casualty

Oklahoma – Life, Accident & Health or Sickness, Variable Life and Variable Annuity

Oregon - Life, Health, Variable Lines, Property, Casualty

Pennsylvania – Life and Fixed Annuities, Accident and Health, Variable Life/Variable Annuity

South Carolina – NO LINES ASSIGNED (Uses DLRP; Life, Accident & Health or Sickness, Variable Life and Variable Annuity)

South Dakota – NO LINES ASSIGNED (Uses DLRP; Life, Accident & Health or Sickness, Variable Life/Variable Annuity)

Tennessee (Resident) – NO LINES ASSIGNED (Uses DLRP; Life, Accident & Health, Variable Life and Variable Annuity)

Texas – Life, Accident, Health and HMO

Washington – Life, Disability, Variable Life & Variable Annuity, Property, Casualty

West Virginia – NO LINES ASSIGNED (Uses DLRP; Life, Accident and Health or Sickness, Variable Life and Variable Annuity)

Virginia – Life & Annuities, Health, Variable Contracts

Wisconsin – NO LINES ASSIGNED (Uses DLRP; Life, Accident & Health, Variable Life/Variable Annuity)

Wyoming – Life, Accident & Health or Sickness, Variable Life & Variable Annuity, Property, Casualty, Personal Lines

FIRST HORIZON INSURANCE SERVICES, INC. NPN: 8544558

First Horizon Insurance Services, Inc. acts as agent in the solicitation and sale of life, disability, and long-term care insurance. First Horizon Insurance Services, Inc. maintains the licenses listed below. All licenses are non-resident licenses, except as indicated below. First Horizon Insurance Services, Inc. was formerly known as FTB Advisors Insurance Services, Inc., and First Tennessee Insurance Services, Inc.

Alabama – Life, Accident & Health or Sickness, Variable Life and Variable Annuity

Arkansas – Life, Accident and Health or Sickness, Variable Life and Variable Annuity

Colorado - Life, Accident and Health, Variable Products

Florida – Agency License (Uses DLRP; Life and Variable Annuity, Health)

Georgia – Life, Accident & Sickness, Variable Products

Kentucky – Life, Health, Variable Life and Variable Annuities

Louisiana - Life, Accident and Health or Sickness, Variable Life and Variable Annuity

Mississippi - NO LINES ASSIGNED (Uses DLRP: Life, Accident & Health or Sickness, Var Life and Variable Annuity Products

Missouri - NO LINES ASSIGNED (Uses DLRP; Life, Accident and Health or Sickness; Variable Life and Variable Annuity

North Carolina - NO LINES ASSIGNED (Uses DLRP; Life, Accident & Health or Sickness, Variable Life & Variable Annuity)

South Carolina - NO LINES ASSIGNED (Uses DLRP; Life, Accident & Health or Sickness, Variable Life and Variable Annuity)

Tennessee (Resident) - NO LINES ASSIGNED (Uses DLRP; Life, Accident & Health, Variable Life and Variable Annuity

Texas - Life, Accident, Health and HMO

Virginia – Life & Annuities, Health, Variable Contracts

FIRST HORIZON ADVISORS, INC. NPN: 3007801

First Horizon Advisors, Inc. acts as agent in the sale and solicitation of fixed and variable annuities. It maintains the licenses listed below. All licenses are non-resident licenses except as otherwise indicated below. First Horizon Advisors, Inc. was formerly known as FTB Advisors, Inc., and First Tennessee Brokerage, Inc.

Alabama – Life, Variable Life and Variable Annuity

Arkansas – Life, Accident and Health or Sickness, Variable Life and Variable Annuity

Colorado – Life, Accident and Health, Variable Products

Florida - Agency License (Uses DLRP; Life & Variable Annuity, Health)

Georgia - Life, Variable Products

Kentucky - Life, Health

Louisiana - Life, Accident and Health or Sickness, Variable Life and Variable Annuity

Mississippi - NO LINES ASSIGNED (Uses DLRP: Life, Accident & Health or Sickness, Variable Life and Variable Annuity Products)

Missouri - NO LINES ASSIGNED (Uses DLRP; Life, Accident and Health or Sickness; Variable Life and Variable Annuity)

North Carolina - NO LINES ASSIGNED (Uses DLRP; Life, Accident & Health or Sickness, Variable Life & Variable Annuity)

South Carolina - NO LINES ASSIGNED (Uses DLRP; Life, Accident & Health or Sickness, Variable Life and Variable Annuity)

Tennessee (Resident) - NO LINES ASSIGNED (Uses DLRP; Life, Accident & Health, Variable Life and Variable Annuity)

Texas - Life, Accident, Health and HMO

Utah – Life, Accident & Health or Sickness, Variable Life/Variable Annuity

Virginia – Life & Annuities, Variable Contracts

FIRST HORIZON INSURANCE AGENCY, INC.

First Horizon Insurance Agency, Inc. previously engaged in the sale and solicitation of personal and commercial lines of insurance as agent. No new business is being conducted through the agency. The agency previously maintained licenses in Georgia and Tennessee.

The following subsidiaries are licensed to sell title insurance as agent in the states identified below:

Lender's Title Company	Arkansas (resident); Tennessee (non-resident)
American Abstract and Title Company	Arkansas (resident)
United Title of Louisiana, Inc.	Louisiana (resident)