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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): January 4, 2019 (December 28, 2018)**

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**CAPSTAR FINANCIAL HOLDINGS, INC.**

(Exact name of registrant as specified in its charter)

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**Tennessee**  
(State or other jurisdiction  
of incorporation)

**001-37886**  
(Commission  
File Number)

**81-1527911**  
(IRS Employer  
Identification No.)

**1201 Demonbreun Street  
Suite 700  
Nashville, Tennessee**  
(Address of principal executive offices)

**37203**  
(Zip Code)

**Registrant's telephone number, including area code (615) 732-6400**

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## Section 5 – Corporate Governance and Management

### Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 28, 2018, Claire W. Tucker entered into an Amendment to the Seventh Amended and Restated Executive Employment Agreement (the “**Tucker Amendment**”) with CapStar Financial Holdings, Inc. (the “**Company**”) and CapStar Bank (the “**Bank**”) that is effective as of December 28, 2018. Pursuant to the Tucker Amendment, Ms. Tucker’s base salary will increase to \$525,000 per annum, effective January 1, 2019, and the parties anticipate that Ms. Tucker will continue employment with the Company through May 31, 2019.

On December 28, 2018, Robert B. Anderson entered into a Fourth Amended and Restated Executive Employment Agreement (the “**Anderson Amended and Restated Agreement**”) with the Company and the Bank that is effective as of December 28, 2018. Pursuant to the Anderson Amended and Restated Agreement, Mr. Anderson’s base salary will increase to \$355,000 per annum, effective January 1, 2019, and he will be eligible to receive an annual bonus of up to 40% of his base salary, subject to the terms and conditions set forth annually by the Board of Directors of the Company (the “**Board**”) pursuant to any bonus plan that may be adopted by the Board. Additionally, as additional consideration for Mr. Anderson’s services to the Bank, the Bank has awarded to Mr. Anderson 5,600 shares of common stock of the Company, which is subject to repayment of the cash value on a pro rata basis if Mr. Anderson is terminated for cause or resigns within three years of the date of the Anderson Amended and Restated Agreement. Such award will be fully vested upon issuance and subject to the terms of the CapStar Financial Holdings, Inc. Stock Incentive Plan and a separate Restricted Stock Agreement between Executive and the Company, dated December 28, 2018, filed as Exhibit 10.3 hereto (the “**Anderson Restricted Stock Agreement**”). The Bank will advance funds necessary for payment of all taxes and withholdings due upon the issuance of the award under a three-year forgivable loan described in a separate Promissory Note between the Bank and Mr. Anderson, dated December 28, 2018, that is filed as Exhibit 10.4 hereto (the “**Anderson Promissory Note**”). Pursuant to the terms of the Anderson Promissory Note, which is subject to the terms and provisions of the Anderson Amended and Restated Agreement, the principal sum of \$29,600.00 will be paid by the Bank and forgiven on a pro rata basis over a period of three years.

Additional terms provided for under the Anderson Amended and Restated Agreement are as follows:

- Mr. Anderson, the Bank and the Company have the right to terminate the Anderson Amended and Restated Agreement at any time, with or without cause, subject to the potential for severance payments as discussed below.
- Mr. Anderson is entitled to a severance payment equal to continued payment of base salary and benefits in the event the Company and the Bank terminates the Anderson Amended and Restated Agreement without cause or the executive resigns for good reason. The severance payment would be continued for 24 months.
- For termination occurring within 12 months of a change in control, as defined in the Anderson Amended and Restated Agreement, Mr. Anderson would receive payments equal to two times his respective base salary (payable in 24 equal monthly installments) and continuation of benefits for 24 months, unless employment was terminated with cause or by reason of disability or the executive resigned without good reason.
- Mr. Anderson has agreed to maintain the confidentiality of non-public information and trade secrets learned during the course of his employment and further agreed that the Company and the Bank maintain ownership over their work product.
- Mr. Anderson is subject to a restrictive covenants relating to his ability to (i) solicit Company and Bank clients for or on behalf of a competing business, (ii) solicit employees of the Company or Bank for another business, or (iii) engage in a competing business that operates in any county in which CapStar operates. These restrictions apply for the duration of Mr. Anderson’s employment and following termination for a period of 12 months for Mr. Anderson.
- The extended term of Mr. Anderson’s employment shall continue until May 21, 2021 with the option for a one year renewal.

On December 28, 2018, Christopher Tietz entered into a Second Amended and Restated Executive Employment Agreement (the “**Tietz Amended and Restated Agreement**”) with the Bank that is effective as of December 28, 2018. Pursuant to the Tietz Amended and Restated Agreement, Mr. Tietz’s base salary will increase to \$315,000 per annum, effective January 1, 2019, and Mr. Tietz will be eligible to receive an annual bonus of up to 40% of his base salary, subject to the terms and conditions set forth annually by the Board of Directors of the Bank (the “**Bank Board**”) pursuant to any bonus plan that may be adopted by the Bank Board. Additionally, as additional consideration for Mr. Tietz’s services to the Bank, the Bank has awarded to Mr. Tietz 13,800 shares of common stock of the Company, which is subject to repayment of the cash value on a pro rata basis if Mr. Tietz is terminated for cause or resigns within three years of the Tietz Amended and Restated Agreement. Such award will be fully vested upon issuance and subject to the terms of the CapStar Financial Holdings, Inc. Stock Incentive Plan and a separate Restricted Stock Agreement between Mr. Tietz and the Company, dated December 28, 2018, filed as Exhibit 10.6 hereto (the “**Tietz Restricted Stock Agreement**”). The Bank will advance funds necessary for payment of all taxes and withholdings due upon the issuance of the award under a three-year forgivable loan described in a separate Promissory Note between the Bank and Mr. Tietz, dated December 28, 2018, that is filed as Exhibit 10.7 hereto (the “**Tietz Promissory Note**”). Pursuant to the terms of the Tietz Promissory Note, which is subject to the terms and provisions of the Tietz Amended and Restated Agreement, the principal sum of \$67,062.00 will be paid by the Bank and forgiven on a pro rata basis over a period of three years.

Additional terms provided for under the Tietz Amended and Restated Agreement are as follows:

- Both Mr. Tietz and the Bank have the right to terminate the Tietz Amended and Restated Agreement at any time, with or without cause, subject to the potential for severance payments as discussed below.
- Mr. Tietz is entitled to a severance payment equal to continued payment of base salary and benefits in the event the Bank terminate the Tietz Amended and Restated Agreement without cause or the executive resigns for good reason. The severance payment would be continued for 24 months.
- For termination occurring within 12 months of a change in control, as defined in the Tietz Amended and Restated Agreement, Mr. Tietz would receive payments equal to two times his respective base salary (payable in 24 equal monthly installments) and continuation of benefits for 24 months, unless employment was terminated with cause or by reason of disability or the executive resigned without good reason.
- Mr. Tietz has agreed to maintain the confidentiality of non-public information and trade secrets learned during the course of his employment and further agreed that the Bank maintains ownership over its work product.
- Mr. Tietz is subject to a restrictive covenants relating to his ability to (i) solicit Bank clients for or on behalf of a competing business, (ii) solicit employees of the Bank for another business, or (iii) engage in a competing business that operates in any other county in which the Bank operates. These restrictions apply for the duration of Mr. Tietz’s employment and following termination for a period of 12 months for Mr. Tietz.
- The extended term of Mr. Tietz’s employment shall end on May 21, 2021 with the option for a one year renewal.

The Tucker Amendment, Anderson Amended and Restated Agreement, Anderson Restricted Stock Agreement, Anderson Promissory Note, Tietz Amended and Restated Agreement, Tietz Restricted Stock Agreement, and Tietz Promissory Note are collectively referred to as the “**Agreements**.” The above summaries of the Agreements are qualified by reference in their entirety to the full Agreements, which are filed as Exhibit 10.1, Exhibit 10.2, Exhibit 10.3, Exhibit 10.4, Exhibit 10.5, Exhibit 10.6, and Exhibit 10.7 hereto and are incorporated herein by reference.

#### **Item 9.01. Financial Statements and Exhibits**

Exhibit No.	Description
10.1	<a href="#"><u>Amendment to the Seventh Amended and Restated Executive Employment Agreement, dated as of December 28, 2018, by and among the Company, the Bank and Claire W. Tucker</u></a>
10.2	<a href="#"><u>Fourth Amended and Restated Executive Employment Agreement, dated as of December 28, 2018, by and among the Company, the Bank and Robert B. Anderson</u></a>
10.3	<a href="#"><u>Restricted Stock Agreement, dated December 28, 2018, by and between the Company and Robert B. Anderson</u></a>
10.4	<a href="#"><u>Promissory Note, dated December 28, 2018, by and between the Bank and Robert B. Anderson</u></a>
10.5	<a href="#"><u>Second Amended and Restated Executive Employment Agreement, dated as of December 28, 2018, by and between the Bank and Christopher Tietz</u></a>
10.6	<a href="#"><u>Restricted Stock Agreement, dated December 28, 2018, by and between the Company and Christopher Tietz</u></a>
10.7	<a href="#"><u>Promissory Note, dated December 28, 2018, by and between the Bank and Christopher Tietz</u></a>

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**CAPSTAR FINANCIAL HOLDINGS, INC.**

By: /s/ Robert B. Anderson

Name: Robert B. Anderson

Title: Chief Financial Officer and  
Chief Administrative Officer

Date: January 4, 2019

**AMENDMENT TO THE  
SEVENTH AMENDED AND RESTATED  
EXECUTIVE EMPLOYMENT AGREEMENT**

**THIS AMENDMENT** to the Seventh Amended And Restated Employment Agreement (the “**Agreement**”) made and entered into on this 28th day of December, 2018 (the “Effective Date”), between **CapStar Financial Holdings, Inc.**, a Tennessee corporation established to be a bank holding company, headquartered in Nashville, Davidson County, Tennessee, hereinafter referred to as “Company” and **Claire W. Tucker**, hereinafter referred to as “Executive.”

**RECITALS:**

**WHEREAS**, under the terms of the Agreement, the parties anticipate that the Executive will continue employment with the Company through May 31, 2019;

**WHEREAS**, based on the Board’s Review of Executive’s Base Salary, the Board has determined that Executive’s Base Salary should be increased as provided in Section 3(a) of the Agreement, effective January 1, 2019;

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Section 3(a) of the Agreement is hereby replaced by the following:

3. Compensation. Effective on January 1, 2019 and during the term of Executive’s employment hereunder (the “Term”):

(a) Salary. For the services provided for herein, CapStar shall pay to Executive, and Executive shall accept from CapStar, a base salary of Five Hundred Twenty-Five Thousand and No/100 Dollars (\$525,000.00), per annum (Executive’s “Base Salary”), subject to any and all withholdings and deductions required by law, payable in accordance with the customary payroll practices of CapStar. During the term of this Amended Agreement, Executive’s Base Salary shall be reviewed from time to time by the Board, and, may be increased, but not decreased below the Base Salary, from time to time by the Board, based upon such factors as it may establish from time to time.

*[Execution Page follows]*

**EXECUTION PAGE**

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed and delivered as of the day and date first written above.

**CAPSTAR:**

CapStar Bank and CapStar Financial Holdings, Inc.

By: /s/ Dennis Bottorff  
Denny Bottorff, Chairman of the Board

**EXECUTIVE:**

/s/ Claire W. Tucker  
Claire W. Tucker

**FOURTH AMENDED AND RESTATED  
EXECUTIVE EMPLOYMENT AGREEMENT**

**THIS FOURTH AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT** (this “**Agreement**”) made and entered into on this 28th day of December, 2018 (the “**Effective Date**”), between **CapStar Financial Holdings**, a Tennessee corporation established to be a bank holding company, headquartered in Nashville, Davidson County, Tennessee, (the “**Company**”) and CapStar Bank, a Tennessee banking corporation headquartered in Nashville, Davidson County, Tennessee, (the “**Bank**”) (the Company and Bank together referred to herein as “**CapStar**”) and **Robert Anderson**, hereinafter referred to as “**Executive**.”

WITNESSETH

WHEREAS, Executive has been employed by Bank as its Chief Financial Officer since December 17, 2012 and has been CapStar’s Chief Financial Officer and Chief Administrative Officer since February 6, 2016; and

WHEREAS, Executive and Bank previously entered into a Third Amended and Restated Executive Employment Agreement on May 31, 2016, as amended by a First and Second Amendment to same (collectively, the “**Prior Agreement**”) regarding the rendering of services for the periods set forth in the Prior Agreement; and

WHEREAS, the parties desires to amend and restate the Prior Agreement to provide for the continued employment of Executive by the Company and the Bank to render services to it for the periods and upon the terms and conditions provided for in this Agreement; and

WHEREAS, Executive wishes to serve in the employ of CapStar for the period and upon the terms and conditions provided for in this Agreement.

NOW, THEREFORE, for the reasons set forth above and in consideration for the mutual promises and agreements set forth herein, CapStar and Executive agree as follows:

1. Amendment of Prior Agreement. The parties hereby amend and restate the Prior Agreement in its entirety, and hereby substitute this Agreement for the Prior Agreement.

2. Employment. Subject to continued approval of the Tennessee Department of Financial Institutions and other bank regulatory agencies having jurisdiction over the operations of Bank, CapStar hereby agrees that effective on the Effective Date, Executive shall be employed by as the Chief Financial Officer and Chief Administrative Officer of CapStar pursuant to the terms of this Agreement. Executive agrees to devote his best efforts and his full-time employment to CapStar’s business, operations and strategic planning and perform such other related activities and duties as the board of directors of the Company (the “**Board**”), or its designee, and the board of directors of the Bank may, from time to time, determine and assign to Executive. Executive’s services and decisions shall be subject to the review, modification and control of the Board or its designee.

3. Compensation. During the term of Executive's employment hereunder:

(a) Salary. Effective January 1, 2019, for the services provided for herein, CapStar shall pay to Executive, and Executive shall accept from CapStar, a base salary of Three Hundred Fifty Five Thousand and No/100 Dollars (\$355,000.00) per annum (Executive's "**Base Salary**"), subject to any and all withholdings and deductions required by law, payable in accordance with the customary payroll practices of CapStar. During the term of this Agreement, Executive's Base Salary shall be reviewed from time to time by the Board, and may be increased, but not decreased below the Base Salary, from time to time by the Board, based upon such factors as it may establish from time to time.

(b) Bonus. For the services provided for herein, Executive shall be eligible to receive an annual bonus of up to 40% of Executive's Base Salary, subject to the terms and conditions set forth annually by the Board at its sole discretion or pursuant to any bonus plan that may be adopted.

(c) Benefits. CapStar shall provide to Executive, consistent with the terms and conditions of the respective plans, and pay the cost of, such employee benefits as are provided to Executive Officers of CapStar generally under benefit plans adopted by CapStar from time to time (such benefit plans of CapStar in effect from time to time, "**Employee Benefit Plans**"). The Employee Benefit Plans may include vacation days, sick days or other types of paid or unpaid leave, insurance programs, pension plans, profit sharing plans, bonus plans, stock option plans, restricted stock plans or other stock-based incentive plans, and other employee benefit plans. Provision of such benefit plans by CapStar is within the sole discretion of CapStar, and any such benefits may be amended, modified or discontinued at any time by CapStar.

(d) Reimbursements. Upon timely and well-documented requests by Executive submitted within one month from the payment of such expenses by Executive, CapStar shall reimburse Executive for Executive's costs and expenses incurred in connection with the performance of Executive's duties or otherwise for the benefit of CapStar, specifically including any business expenses incurred with the prior approval of the Board. Such reimbursements shall be made in accordance with the policies established by CapStar from time to time, recognizing that CapStar may have different reimbursement policies for executive officers, and likewise may have different reimbursement policies for Executive as Chief Financial Officer of CapStar. Such reimbursements may be approved by CapStar on a one-time basis for a particular expenditure, or on an ongoing basis, and may include automobile expense reimbursements, among others; provided, that such ongoing approvals shall be subject to change from time to time.

(e) Restricted Stock Award. As additional consideration for Executive's services to Bank, Bank will take action to cause Executive to receive an award of 5,600 shares of the common stock of CapStar Financial Holdings, Inc. Such award will be fully vested upon issuance and subject to the terms of the CapStar Financial Holdings, Inc. Stock Incentive Plan and a separate Restricted Stock Agreement between Executive and CapStar Financial Holdings, Inc. Bank will advance funds necessary for payment of all taxes and withholdings due upon the issuance of the award under a three-year forgivable loan described in a separate Promissory Loan Agreement. If, however, Executive is terminated by Bank for Cause, as defined in Section 5(a), or if Executive voluntarily resigns before three years following the Effective Date, Executive shall be liable for repayment to Bank a pro rata portion of the forgivable loan, calculated as the percentage of the three-year period of actual service completed by the Executive following the Effective Date, and repayment to Bank of a pro rata portion of the cash value of the stock award (to be calculated by dividing Employee's length of service following the effective date of this agreement by three years).

4. **Term of Employment; Renewal.** The initial extended term of Executive's employment pursuant to this Agreement shall commence on the Effective Date and shall end on May 31, 2021 (the "**Renewal Term**"). The Term of Executive's employment pursuant to this Agreement may be renewed and the term thereof extended by one (1) additional year (each, an "**Extended Term**") at the end of the Renewal Term and at the end of each Extended Term, by mutual agreement of the parties, which shall be evidenced by each party giving notice of renewal to the other party at least ninety (90) days prior to the expiration of the then-current Extended Term. The initial term, Renewal Term and all Extended Terms are collectively referred to herein as the "**Term**."

5. **Termination of Employment.**

(a) **Termination By CapStar.** Notwithstanding any of the foregoing provisions in this Agreement, CapStar, by action of the Board, may terminate or elect not to extend the employment of Executive hereunder without notice at any time, for Cause or without Cause. For purposes of this Agreement "**Cause**" includes, but is not limited to: (i) any material breach of the terms of this Agreement which negatively impacts Bank; (ii) personal dishonesty, fraud, disloyalty, or theft; (iii) disclosure of Bank's confidential information except in the course of performing his duties while employed by Bank; (iv) willful illegal or disruptive conduct which impairs the reputation, goodwill or business position of Bank; (v) willful failure to cooperate fully with a bona fide internal investigation or an investigation of Bank by regulatory or law enforcement authorities whether or not related to your employment with Bank (an "Investigation"), after being instructed by the Board to cooperate or Executive's willful destruction of or knowing and intentional failure to preserve documents of other material known by Executive to be relevant to any Investigation; or (vi) breach of fiduciary duty involving personal profit; (vii) any order or request for removal of Executive by any regulatory authority having jurisdiction over Bank; or (viii) Executive's disability, as defined in any disability insurance policy of Bank with benefits payable to Executive, or if there is no such disability insurance policy, then as defined in Bank's established policy applicable to executive officers ("**Disability**"). Notwithstanding the foregoing, Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to Executive a copy of a resolution duly adopted by the affirmative vote of a majority of the members of the Board at a duly constituted meeting of the Board, finding that in the good faith opinion of the Board, Executive was guilty of conduct justifying Termination for Cause and specifying the reasons therefor. Executive shall have the right to appear and defend himself at any meeting of the Board at which such a resolution is under consideration.

(b) **For Cause; Nonrenewal.** In the event of termination of Executive by CapStar for Cause or election by CapStar or Executive not to renew or extend the Term, Executive shall be entitled to receive only the compensation that has been earned and accrued as of the date of termination but no other monies or benefits except that: (A) in the case of Executive's Disability, if no disability plan or disability insurance policy is in place, Executive shall receive fifty per cent (50%) of his Base Salary for a period not to exceed twenty four (24) weeks following the date of termination; and (B) subject to Section 13 hereof, Executive shall be entitled to receive any extended benefits provided to all employees of CapStar or required by law, such as, for example, COBRA health insurance coverage.

(c) **Without Cause.** In the event that: (A) CapStar terminates Executive's employment hereunder without cause; or (B) CapStar engages in conduct that constitutes Good Reason, Executive shall be entitled (i) to resign from his employment with CapStar, (ii) to continue to receive his Base Salary, payable as before such termination, for a period of two (2) years after the effective date of such termination, (iii) subject to Section 13 hereof, be provided, for a period of twenty-four (24) months after such termination, with life, medical, dental and disability coverage substantially identical to the coverage maintained by the CapStar for Executive prior to Executive's severance, and (iv) to receive all benefits and reimbursements accrued and payable to Executive at the time of termination of his

employment hereunder, including any stock or payments to which Executive is entitled under, and subject to the terms of, all incentive plans in which Executive participates (including and subject to the terms of each and any individual grant or award agreement), including stock option plans, restricted stock plans, performance share plans, and any other stock-based or cash-based incentive plans and the individual grant or award agreements under such plans (collectively, Executive's "**Severance Pay**"); provided, however, that if CapStar offers and Executive voluntarily accepts terms of employment that would otherwise constitute Good Reason, then Executive shall be deemed to have waived his right to resign and receive Severance Pay. Upon termination of Executive's employment hereunder for any reason (other than by CapStar for Cause), whether voluntarily by Executive or by termination by CapStar without Cause, by non-renewal, or otherwise, Executive shall continue to be bound by the provisions contained in Sections 8, 9, 10 and 11 hereof. In the event Executive's employment hereunder is terminated by CapStar for Cause, Executive shall not be bound by the covenant not to compete set forth in Section 9 hereof.

(d) By Executive. Notwithstanding any of the foregoing provisions in this Agreement, Executive may terminate or elect not to extend his employment hereunder without notice at any time. In the event of a termination or election not to extend the Term by Executive for any reason other than Good Reason, including the death or Disability of Executive, Executive shall be entitled to receive only the compensation that has been earned and benefits and reimbursements that have accrued as of the date of termination and any extended benefits required by law, but no other monies or benefits other than continuing benefits under any retirement plan, disability insurance policy, or life insurance policy payable by virtue of the retirement, death or disability of Executive having occurred prior to such termination of employment. Upon termination of Executive's employment by Executive for whatever reason, Executive shall continue to be bound by the provisions set forth in Sections 8, 9, 10 and 11 hereof.

6. Change in Control. Capitalized terms used in this Section 6 or in Section 7 but not otherwise defined in this Section 6 or in Section 7 shall have the meanings ascribed to them in Section 12.

(a) Entitlement to Benefits upon Termination. Subject to Section 13 hereof, if during the Protection Period a Qualifying Termination of Executive's employment occurs, CapStar shall pay to Executive the Change in Control benefits described in this Section 6. Change in Control benefits shall not be payable if Executive's employment is terminated (i) for Cause, (ii) by Executive voluntarily without Good Reason or (iii) by reason of Disability. In addition, the Change in Control benefits shall not be payable if Executive's employment is terminated for any or no reason prior to or following the Protection Period.

(b) Change in Control Payment and Benefits. Executive shall be entitled to receive a cash payment equal to two (2) times Executive's Base Salary in effect immediately prior to the date of termination (the "**Change in Control Payment**"), which shall be paid in twenty-four (24) equal monthly payments commencing on the first business day of the first month following the date of termination. Subject to Section 13 hereof, if a Qualifying Termination of Executive's employment occurs during the Protection Period, CapStar shall maintain for the remaining duration of the Protection Period Executive's health insurance coverage under any applicable Employee Benefit Plans, including any insurance policy held by CapStar, and pay CapStar's portion of such coverage, with the intent of the parties being that Executive shall continue to receive such health insurance coverage for a period of twenty-four (24) months following a Change in Control. Subject to Section 13 hereof, Executive shall have the right to continue COBRA health insurance coverage at the end of the Protection Period.

## 7. Compliance with Section 409A.

(a) Executive shall not have any right to make any election regarding the time or form of any payment due under this Agreement.

(b) A payment of any amount or benefit hereunder that is (i) subject to Code Section 409A, and (ii) to be made because of a termination of employment shall not be made unless such termination is also a "separation from service" within the meaning of Code Section 409A and the regulations promulgated thereunder and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment," "resignation" or like terms shall mean "separation from service" within the meaning of Code Section 409A. Notwithstanding any provision of this Agreement to the contrary, if at the time of Executive's "separation from service" Executive is a "specified employee" (within the meaning of Code Section 409A), then to the extent that any amount to which Executive is entitled in connection with his separation from service is subject to Code Section 409A, payments of such amounts to which Executive would otherwise be entitled during the six month period following the separation from service will be accumulated and paid in a lump sum on the earlier of (i) the first day of the seventh month after the date of the separation from service, or (ii) the date of Executive's death. This paragraph shall apply only to the extent required to avoid Executive's incurrence of any additional tax or interest under section 409A or any regulations or Treasury guidance promulgated thereunder.

(c) Notwithstanding any provision of this Agreement or any other arrangement to the contrary, to the extent that any payment to Executive under the terms of this Agreement or any other arrangement would constitute an impermissible acceleration or deferral of payments under Code Section 409A of the or any regulations or Treasury guidance promulgated thereunder, or under the terms of any applicable plan, program, arrangement or policy of Company, such payments shall be made no earlier or later than at such times allowed under Code Section 409A or the terms of such plan, program, arrangement or policy.

(d) Any payments provided in this Agreement or any other arrangement subject to Code Section 409A as an installment of payments or benefits, is intended to constitute a separately identified "payment" for purposes of Treas. Reg. § 1.409A-2(b)(2)(i).

8. Confidentiality. Executive shall not, at any time or in any manner, during or after the Term, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner, whatsoever, any material information concerning any matters affecting or relating to the business of CapStar, except in the course of performing his duties while employed by CapStar This includes, without limitation, the name of CapStar's clients, customers or suppliers, the terms and conditions of any contract to which CapStar is a party or any other information concerning the business of CapStar, its manner or operations or its plans for the future without regard to whether all of the foregoing matters will be deemed confidential, material or important. This does not include Executive's ability to disclose the details of this Agreement to his spouse, attorneys, accountants, or lenders as needed for financial or tax purposes. Executive further agrees that he shall continue to be bound by the provisions of this Section 8 following any termination of Executive's employment pursuant to this Agreement.

9. Covenant Not to Compete. Executive agrees that for a period of one (1) year following the termination of his employment with CapStar for any reason (other than by CapStar for Cause), whether voluntarily by Executive or by termination by CapStar without Cause, by non-renewal, or otherwise, and whether before or after a Change in Control, Executive agrees that Executive shall not be employed by, consult with, or directly or indirectly own, become interested in, or become involved in any manner whatsoever in any business (including any bank or other financial institution in organization) which is or will be similar to or competitive with any aspect of the business of CapStar which operates a

bank branch or other business location in Davidson, Sumner or Williamson Counties, Tennessee, or in any other county in which CapStar operates a bank branch or other business location, determined as of the date of termination of Executive's employment with CapStar. Executive agrees that should a court find the geographical scope of this covenant unreasonably broad, such court should nevertheless enforce this covenant to the extent that it deems reasonable. Executive specifically acknowledges and agrees that the foregoing restriction on competition with CapStar will not prevent Executive from obtaining gainful employment following termination of employment with CapStar and is a reasonable restriction upon Executive's ability to compete with CapStar and to secure such gainful employment. In the event Executive's employment hereunder is terminated by CapStar for Cause, Executive shall not be bound by the covenant not to compete in this Section 9.

10. Non-Solicitation Covenant. Executive agrees that for a period of one (1) years following the termination of his employment with CapStar, he shall not contact or solicit, directly or indirectly, any customer or account that was a customer or account of CapStar within twelve (12) months prior to the termination of Executive's employment with CapStar. Executive further agrees that for a period of two (2) years following the termination of his employment with CapStar, he shall not contact or solicit, directly or indirectly, any employee or person who was an employee of CapStar within twelve (12) months prior to the termination of Executive's employment with CapStar. The parties agree that these covenants are intended to prohibit Executive from engaging in such proscribed activities as an owner, partner, director, officer, executive, consultant, stockholder, agent, salesperson, or in any other capacity for any person, partnership, firm, corporation or other entity (including any financial institution in organization) unless he receives the express written consent of the Board. Executive specifically acknowledges and agrees that the foregoing restriction on competition with CapStar will not prevent Executive from obtaining gainful employment following termination of his employment with CapStar and is a reasonable restriction upon Executive's ability to compete with CapStar and to secure such gainful employment.

11. No Enticement of Officers. Executive shall not, directly or indirectly, entice or induce, or attempt to entice or induce any Officer of CapStar to leave such employment during the term of this Agreement or within one (1) years thereafter.

12. Certain Definitions. Whenever used in this Agreement and not otherwise defined herein, the following terms shall have the meanings set forth below:

(a) "**Change in Control**" means a transaction or circumstance in which any of the following have occurred, provided that the board of directors of the Company (the "**Company Board**") shall have determined that any such transaction or circumstance has resulted in a Change in Control, as defined in this paragraph, which determination shall be made in a manner consistent with Treas. Reg. § 1.409A-3(i)(5):

- (i) the date that any person, or persons acting as a group, as described in Treas. Reg. § 1.409A-3(i)(5) (a "Person"), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation controlling the Company or owned directly or indirectly by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company, becomes the beneficial owner (as defined in Rule 13d-3 under the Securities and Exchange Act of 1934, as amended), directly or indirectly, of securities of the Company representing more than 40% of the total voting power represented by the Company's then outstanding voting securities (as defined below);

- (ii) the merger, acquisition or consolidation of the Company or the Bank with any corporation pursuant to which the other corporation immediately after such merger, acquisition or consolidation owns more than 50% of the voting securities (defined as any securities which vote generally in the election of its directors) of the Company or the Bank outstanding immediately prior thereto or more than 50% of the Company's or the Bank's total fair market value immediately prior thereto; or
- (iii) the date that a majority of the members of the Company Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Company Board before the date of the appointment or election.

(b) "**Code**" means the Internal Revenue Code of 1986, as the same may be from time to time amended.

(c) "**Good Reason**" means any of the following:

- (i) Executive's then current base salary is reduced;
- (ii) Executive's work or reporting responsibilities are materially diminished, or
- (iii) Executive is relocated to a work location more than thirty (30) miles from the Executive's then current work location.

(d) "**Protection Period**" means the period commencing on the date that a Change in Control occurs, and ending on the last day of the twelfth (12<sup>th</sup>) calendar month following the calendar month during which such Change in Control occurred. Anything in this Agreement to the contrary notwithstanding, if a Change in Control occurs, and if the date of termination with respect to Executive's employment by CapStar occurs prior to the date on which the Change in Control occurs, unless it is reasonably demonstrated by CapStar that such termination of employment (i) was not at the request of a third party who has taken steps reasonably calculated to effect the Change in Control and (ii) did not otherwise arise in connection with or in anticipation of the Change in Control, then for all purposes of this Agreement the "Protection Period" shall be deemed to have commenced on the date immediately preceding the date of termination of Executive.

(e) "**Qualifying Termination**" means:

- (i) an involuntary termination of Executive's employment by CapStar (or any successor to CapStar after the Change in Control) for reasons other than Cause (and other than on account of Executive's Disability); or
- (ii) a voluntary termination of employment by Executive for Good Reason.

13. COBRA Health Insurance Coverage. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be interpreted to require CapStar to extend COBRA health insurance coverage benefits to Executive in violation of applicable law. In the event that, following termination of Executive's employment with CapStar, Executive shall be entitled to receive extended insurance benefits pursuant to the terms of this Agreement, Executive shall be required to elect COBRA health insurance coverage and, thereafter, CapStar shall be financially responsible for such coverage to Executive through a COBRA subsidy; provided, however, that at such time as CapStar is no longer permitted to extend COBRA health insurance coverage benefits to Executive under applicable law, CapStar shall provide a cash payment to Executive in lieu of such subsidy (with each cash payment being equal to the amount of the last COBRA subsidy provided to Executive prior to Executive's termination pursuant to the terms hereof), and Executive shall elect and obtain his own health insurance coverage.

14. Remedies. Executive acknowledges and agrees that the breach or threatened breach of any of the provisions of Sections 8, 9, 10 or 11 of this Agreement will cause irreparable harm to CapStar which cannot be adequately compensated by the payment of damages. Accordingly, Executive covenants and agrees that CapStar, in addition to any other rights or remedies which CapStar may have, shall be entitled to such equitable and injunctive relief as may be available from any court of competent jurisdiction to restrain Executive from breaching or threatening to breach any of the provisions of this Agreement, without the requirement that CapStar post bond or other surety. Such right to obtain injunctive relief may be exercised at the option of CapStar in addition to, concurrently with, prior to, after, or in lieu of the exercise of any other rights or remedies which CapStar may have as a result of any such breach or threatened breach.

15. Entire Agreement. CapStar and Executive agree that this Agreement contains the complete agreement concerning the employment arrangement, written or oral, between them and that this Agreement supersedes all prior negotiations, practices and/or agreements, including the Prior Agreement. Neither party has made any representations that are not contained herein on which either party has relied in entering into this Agreement.

16. Assignment. It is agreed that CapStar shall have the right to assign this Agreement to any purchaser of the business of or substantially all of the assets of CapStar. This is a personal services contract, and may not be assigned by Executive.

17. Modification. This Agreement shall not be modified or amended except by a writing duly executed by both parties. No waiver of any provision of this Agreement shall be effective unless the waiver is in writing and duly executed by both parties.

18. Waiver of Breach. The waiver by a party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same of any other provision hereof by that party.

19. Severability. The provisions of this Agreement shall be severable, and the invalidity of any provisions or portion thereof shall not affect the validity of the other provisions.

20. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

21. Notice. Any notice required or authorized hereunder shall be deemed delivered when delivered to Executive or to an executive officer of CapStar, or when deposited, postage prepaid, in the United States mail certified, with return receipt requested, addressed to the parties as follows:

Executive: Rob Anderson  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CapStar: CapStar Financial Holdings, Inc.  
201 4th Ave. North, Suite 950  
Nashville, TN 37219  
Attn.: Secretary

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

Waller Lansden Dortch & Davis LLP  
Attn. Chase Cole, Esq.  
511 Union Street, Suite 2700  
Nashville, TN 37219

22. Survival. The provisions of Sections 8, 9, 10, 11, 14 and 18 of this Agreement shall survive any termination of this Agreement.

23. Withholding. CapStar shall be entitled to withhold from amounts payable to Executive hereunder such amounts as may be required by applicable law.

*(Signature Page Follows.)*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and date first written above.

**CAPSTAR:**

CapStar Bank and CapStar Financial Holdings, Inc.

By: /s/ Claire W. Tucker  
Claire Tucker, Chief Executive Officer

**EXECUTIVE:**

/s/ Robert Anderson  
Robert Anderson

**CAPSTAR FINANCIAL HOLDINGS, INC.  
RESTRICTED STOCK AGREEMENT**

This Restricted Stock Agreement (this “Agreement”) is entered into by and between CapStar Financial Holdings, Inc., a Tennessee corporation (the “Company”), and Robert B. Anderson (the “Participant”) on December 28, 2018.

**W I T N E S S E T H:**

1. Grant of Restricted Stock. The Company hereby grants (the “Grant”) to the Participant, subject to the terms and conditions herein set forth, 5,600 restricted shares of its common stock (each a “Share” and collectively, the “Restricted Stock”).

2. Terms and Conditions. It is understood and agreed that the Shares are granted to the Participant and this Agreement entered into pursuant to the CapStar Financial Holdings, Inc. Stock Incentive Plan (the “Plan”) and are subject to and limited by the provisions of the Plan the following terms and conditions:

(a) Restrictions. Until the restrictions contained herein and in the Plan have lapsed as to all or a portion of the Shares specified in such restriction, the Shares shall not be sold, transferred or otherwise disposed of and shall not be pledged, assigned or otherwise hypothecated or encumbered, nor shall they be delivered to the Participant. The term “vest” as used in this Agreement means the lapsing of the restrictions contained in this Agreement or the Plan with respect to the Shares or a specified portion of the Shares.

(b) Purchase Price. The purchase price payable by the Participant for the Shares shall be Zero Dollars (\$0.00) per Share, payable in full in cash upon Grant.

(c) Vesting. The Shares shall vest as follows, provided the Participant is then, and since the date of the Grant has continuously been, employed by the Company or a Subsidiary.

The Shares of Restricted Stock shall be fully vested on December 28, 2018.

(d) Change in Control. Notwithstanding the terms of the Plan, a Change in Control will not be deemed to occur unless and until the Board takes action to confirm that an event or transaction that is described as a Change in Control under the Plan has resulted in an actual change in control of the Company, as determined by the Board in its sole discretion. If the Board deems a Change in Control Event to have occurred, the Participant’s rights to unvested Shares of Restricted Stock will be determined by the Committee in accordance with terms of the Plan.

(e) Effect of a Termination of Employment.

(1) Except as provided in subsection (2) below, if the Participant’s employment with the Company is terminated for any reason other than a Change in Control prior to the vesting of any Shares then held by the Participant, such Shares shall thereupon be forfeited immediately by the Participant and returned to the Company.

(2) The Committee may determine, in its sole discretion, if the Participant's employment with the Company is terminated other than for Cause, that some or all of the Shares of Restricted Stock granted pursuant to this Agreement that have not been previously forfeited shall immediately vest.

(3) The Participant hereby (i) irrevocably authorizes the Company to take such actions as may be necessary or appropriate to effectuate a transfer of the record ownership of any such Shares that are unvested and forfeited hereunder, and (ii) agrees to sign such documents and take such actions as the Company may reasonably request to accomplish the transfer or forfeiture of any unvested Shares that are forfeited hereunder.

3. Compliance with Laws and Regulations. This Agreement and the obligations of the Company hereunder shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any government or regulatory agency as may be required.

4. Legend. Certificates representing unvested Shares, if any, shall be held by the Company, and any such certificate (and, to the extent determined by the Company, any other evidence of ownership of unvested Shares) shall contain the following legend:

THE TRANSFERABILITY OF THIS CERTIFICATE AND THE SHARES OF STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE) OF A RESTRICTED STOCK AGREEMENT ENTERED INTO BETWEEN THE REGISTERED OWNER AND CAPSTAR FINANCIAL HOLDINGS, INC., COPIES OF WHICH ARE ON FILE IN THE OFFICES OF CAPSTAR FINANCIAL HOLDINGS, INC.

As soon as practicable following the vesting of any such Shares the Company shall any such certificate or certificates covering such Shares for a certificate that does not contain the aforesaid legend, subject to the payment of any withholding taxes due in connection with such vesting, and deliver to the undersigned. The Company may, at its election, hold unvested Shares in book entry form.

5. Withholding. Upon the vesting of any Shares of Restricted Stock, the Company shall withhold an amount sufficient to satisfy any federal, state and local tax withholding requirements in the form of Shares of Stock, unless the Participant makes alternate withholding arrangements with the Company. The Company shall withhold a number of Shares that is sufficient to cover the minimum required tax withholdings due on vesting, based on the Fair Market Value of Stock upon the date that Restricted Stock becomes vested.

6. Participant Bound by Plan. The Grant is subject to and the Participant agrees to be bound by all of the terms and provisions of the Plan. The terms that are defined in the Plan shall have the same meanings when used herein, except where the context clearly requires otherwise. A copy of the Plan is attached hereto and made a part hereof as if fully set out herein.

7. General. This Agreement shall be construed and interpreted according to the laws of the State of Tennessee. The foregoing contains the entire and only agreement between the parties respecting the subject matter hereof, and any representation, promise, or condition in connection therewith not incorporated herein shall not be binding upon either party. The headings of the various sections of this Agreement are for convenience of reference only, and shall not modify, define, limit or expand the express provisions of this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company.

8. Acknowledgment. Participant acknowledges receipt of a copy of the Plan, a copy of which is attached hereto, and represents that Participant is familiar with the terms and provisions thereof. Participant agrees to accept as binding, conclusive, and final all decisions and interpretations of the Committee on any questions arising under the Plan.

*[Execution Page follows]*

**EXECUTION PAGE**

**IN WITNESS WHEREOF**, this Restricted Stock Agreement has been executed by a duly authorized officer of the Company and the Participant has executed this Agreement, in each case as of the date first written above.

**CAPSTAR FINANCIAL HOLDINGS, INC.**

By: /s/ Claire W. Tucker

Name: Claire W. Tucker

Title: President and Chief Executive Officer

**PARTICIPANT:**

By: /s/ Robert B. Anderson

Name: Robert B. Anderson

Title: Chief Financial Officer and  
Chief Administrative Officer

## PROMISSORY NOTE

December 28, 2018

\$29,600.00

FOR VALUE RECEIVED, Robert B. Anderson (the "**Borrower**"), promises and agrees to pay to the order of CAPSTAR BANK, a Tennessee state banking corporation (the "**Lender**"), at its offices in Nashville, TN, or at such other place as may be designated in writing by the holder, in lawful money of the United States of America and, the principal sum of Twenty Nine Thousand Six Hundred dollars and no/100 (\$29,600.00), together with interest from the date hereof on the unpaid principal balance outstanding from time to time hereon computed at a variable rate of interest equal to Lender's Prime Rate. As used herein, "**Lender's Prime Rate**" means a base rate of interest which Lender establishes from time to time and which serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto. Any change in the rate of interest on this Note due to a change in Lender's Prime Rate shall become effective on the date each change in its Prime Rate is announced by Lender. Lender's Prime Rate is distinct to Lender and may or may not correspond with the Federal Funds Target Rate, the Composite Prime Rate set forth in the Wall Street Journal, or any other financial institution's prime rate (the "**Index**"). All interest under this Note shall be computed based upon a 360 day year for the actual number of days elapsed.

This Note is issued in connection with, and subject to the terms and provisions of, the certain Letter Agreement by and between Borrower and Lender dated December 28, 2018 (the "**Letter Agreement**"), a copy of which is attached hereto as Exhibit A. Without limiting the generality of the foregoing, the Letter Agreement specifically includes provisions related to repayment of this Note.

This Note shall be payable as follows: (a) on December 28, 2019 and December 28, 2020, Borrower shall pay to Lender a principal reduction payment equal to \$9,866.66, plus all accrued and unpaid interest; and (b) this Note shall mature on December 28, 2021 (the "**Maturity Date**"), at which time Borrower shall pay to Lender an amount equal to all outstanding principal, plus all accrued and unpaid interest, along with any additional fees and expenses as may be due hereunder.

This Note may be prepaid in whole or in part without premium or penalty.

Any of the following events shall be considered an "**Event of Default**" hereunder:

(a) Principal and Interest Payments. Borrower fails to pay any installment of principal or interest on this Note, or any other amount due hereunder or under any other agreement executed in connection herewith or related hereto, within 10 calendar days of the applicable due date; or

(b) For Cause Termination. Lender terminates its employment of Borrower for cause (cause being defined as, but not limited to, fraud, theft, embezzlement, dishonesty, disloyalty, willful neglect of duties, insubordination or any other act of comparable misconduct), as described in more detail within the Letter Agreement; or

(c) Resignation. Borrower voluntarily resigns from his employment with Lender prior to the Maturity Date, as described in more detail within the Letter Agreement.

Upon the occurrence of an Event of Default, the entire indebtedness evidenced hereby shall automatically be immediately due and payable, without notice. Lender may waive any Event of Default before or after the same has been declared and restore this Note to full force and effect without impairing any rights hereunder, such right of waiver being a continuing one, but one waiver shall not imply any additional or subsequent waiver.

All amounts received for payment shall, at the option of the Lender, be applied first to any unpaid expenses due Lender under this Note or under any other documents evidencing or securing the obligations or indebtedness of Borrower to Lender, then to all other accrued but unpaid interest due under this Note, and finally, to the reduction of outstanding principal due under this Note.

The makers, endorsers, guarantors and all parties to this Note, and all who may become liable for same, jointly and severally waive presentment for payment, protest, notice of protest, notice of nonpayment of this Note, demand and all legal diligence in enforcing collection, and any and all rights under the laws of any state to claim or recover any special, exemplary, punitive, consequential or other damages other than actual direct damages. Additionally, the makers, endorsers, guarantors and all parties to this Note, and all who may become liable for same, hereby expressly agree that the lawful owner or holder of this Note may defer or postpone collection of the whole or any part thereof, either principal and/or interest, or may extend or renew the whole or any part thereof, either principal and/or interest, or may accept additional collateral or security for the payment of this Note, or may release the whole or any part of any collateral security and/or liens given to secure the payment of this Note, or may release from liability on account of this Note any one or more of the makers, endorsers, guarantors and/or other parties thereto, all without notice to them or any of them; and such deferment, postponement, renewal, extension, acceptance of additional collateral or security and/or release shall not in any way affect or change the obligation of any such maker, endorser, guarantor or other party to this Note, or of any who may become liable for the payment thereof.

This Note is an unsecured promissory note.

This Note has been executed and delivered in, and shall be governed by and construed according to the laws of the State of Tennessee except to the extent pre-empted by applicable laws of the United States of America. If any provision of this Note should for any reason be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

Borrower irrevocably consents to the service of process of any such courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, return receipt requested, to Borrower at the address opposite its signature below or to such other address as Borrower may have furnished to Lender in writing, and agrees that such service shall become effective thirty (30) days after such mailing. However, nothing herein shall affect the right of Lender or Borrower to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Lender or Borrower in any other jurisdiction.

TIME IS OF THE ESSENCE WITH REGARDS TO EACH AND EVERY PROVISION OF THIS NOTE.

BORROWER HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS LOCATED IN DAVIDSON COUNTY, TENNESSEE, INCLUDING WITHOUT LIMITATION FEDERAL COURTS SITTING IN THE MIDDLE DISTRICT OF TENNESSEE AND THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE, FOR ANY SUIT BROUGHT OR ACTION COMMENCED IN CONNECTION WITH THIS NOTE.

BORROWER AND LENDER HEREBY KNOWINGLY, WILLINGLY AND IRREVOCABLY WAIVE THEIR RIGHT TO DEMAND A JURY TRIAL IN ANY ACTION OR PROCEEDING INVOLVING THIS NOTE.

This Note may not be changed or terminated without the prior written approval of the Borrower and the Lender. No waiver of any term or provision hereof shall be valid unless in writing signed by the holder.

Executed as of the date first above written.

**BORROWER:**

By: /s/ Robert B. Anderson

Robert B. Anderson

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**Exhibit A**

**Letter Agreement**

See attached.

**FOURTH AMENDED AND RESTATED  
EXECUTIVE EMPLOYMENT AGREEMENT**

**THIS FOURTH AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT** (this “**Agreement**”) made and entered into on this 28th day of December, 2018 (the “**Effective Date**”), between **CapStar Financial Holdings**, a Tennessee corporation established to be a bank holding company, headquartered in Nashville, Davidson County, Tennessee, (the “**Company**”) and CapStar Bank, a Tennessee banking corporation headquartered in Nashville, Davidson County, Tennessee, (the “**Bank**”) (the Company and Bank together referred to herein as “**CapStar**”) and **Robert Anderson**, hereinafter referred to as “**Executive**.”

WITNESSETH

WHEREAS, Executive has been employed by Bank as its Chief Financial Officer since December 17, 2012 and has been CapStar’s Chief Financial Officer and Chief Administrative Officer since February 6, 2016; and

WHEREAS, Executive and Bank previously entered into a Third Amended and Restated Executive Employment Agreement on May 31, 2016, as amended by a First and Second Amendment to same (collectively, the “**Prior Agreement**”) regarding the rendering of services for the periods set forth in the Prior Agreement; and

WHEREAS, the parties desires to amend and restate the Prior Agreement to provide for the continued employment of Executive by the Company and the Bank to render services to it for the periods and upon the terms and conditions provided for in this Agreement; and

WHEREAS, Executive wishes to serve in the employ of CapStar for the period and upon the terms and conditions provided for in this Agreement.

NOW, THEREFORE, for the reasons set forth above and in consideration for the mutual promises and agreements set forth herein, CapStar and Executive agree as follows:

1. Amendment of Prior Agreement. The parties hereby amend and restate the Prior Agreement in its entirety, and hereby substitute this Agreement for the Prior Agreement.

2. Employment. Subject to continued approval of the Tennessee Department of Financial Institutions and other bank regulatory agencies having jurisdiction over the operations of Bank, CapStar hereby agrees that effective on the Effective Date, Executive shall be employed by as the Chief Financial Officer and Chief Administrative Officer of CapStar pursuant to the terms of this Agreement. Executive agrees to devote his best efforts and his full-time employment to CapStar’s business, operations and strategic planning and perform such other related activities and duties as the board of directors of the Company (the “**Board**”), or its designee, and the board of directors of the Bank may, from time to time, determine and assign to Executive. Executive’s services and decisions shall be subject to the review, modification and control of the Board or its designee.

3. Compensation. During the term of Executive's employment hereunder:

(a) Salary. Effective January 1, 2019, for the services provided for herein, CapStar shall pay to Executive, and Executive shall accept from CapStar, a base salary of Three Hundred Fifty Five Thousand and No/100 Dollars (\$355,000.00) per annum (Executive's "**Base Salary**"), subject to any and all withholdings and deductions required by law, payable in accordance with the customary payroll practices of CapStar. During the term of this Agreement, Executive's Base Salary shall be reviewed from time to time by the Board, and may be increased, but not decreased below the Base Salary, from time to time by the Board, based upon such factors as it may establish from time to time.

(b) Bonus. For the services provided for herein, Executive shall be eligible to receive an annual bonus of up to 40% of Executive's Base Salary, subject to the terms and conditions set forth annually by the Board at its sole discretion or pursuant to any bonus plan that may be adopted.

(c) Benefits. CapStar shall provide to Executive, consistent with the terms and conditions of the respective plans, and pay the cost of, such employee benefits as are provided to Executive Officers of CapStar generally under benefit plans adopted by CapStar from time to time (such benefit plans of CapStar in effect from time to time, "**Employee Benefit Plans**"). The Employee Benefit Plans may include vacation days, sick days or other types of paid or unpaid leave, insurance programs, pension plans, profit sharing plans, bonus plans, stock option plans, restricted stock plans or other stock-based incentive plans, and other employee benefit plans. Provision of such benefit plans by CapStar is within the sole discretion of CapStar, and any such benefits may be amended, modified or discontinued at any time by CapStar.

(d) Reimbursements. Upon timely and well-documented requests by Executive submitted within one month from the payment of such expenses by Executive, CapStar shall reimburse Executive for Executive's costs and expenses incurred in connection with the performance of Executive's duties or otherwise for the benefit of CapStar, specifically including any business expenses incurred with the prior approval of the Board. Such reimbursements shall be made in accordance with the policies established by CapStar from time to time, recognizing that CapStar may have different reimbursement policies for executive officers, and likewise may have different reimbursement policies for Executive as Chief Financial Officer of CapStar. Such reimbursements may be approved by CapStar on a one-time basis for a particular expenditure, or on an ongoing basis, and may include automobile expense reimbursements, among others; provided, that such ongoing approvals shall be subject to change from time to time.

(e) Restricted Stock Award. As additional consideration for Executive's services to Bank, Bank will take action to cause Executive to receive an award of 5,600 shares of the common stock of CapStar Financial Holdings, Inc. Such award will be fully vested upon issuance and subject to the terms of the CapStar Financial Holdings, Inc. Stock Incentive Plan and a separate Restricted Stock Agreement between Executive and CapStar Financial Holdings, Inc. Bank will advance funds necessary for payment of all taxes and withholdings due upon the issuance of the award under a three-year forgivable loan described in a separate Promissory Loan Agreement. If, however, Executive is terminated by Bank for Cause, as defined in Section 5(a), or if Executive voluntarily resigns before three years following the Effective Date, Executive shall be liable for repayment to Bank a pro rata portion of the forgivable loan, calculated as the percentage of the three-year period of actual service completed by the Executive following the Effective Date, and repayment to Bank of a pro rata portion of the cash value of the stock award (to be calculated by dividing Employee's length of service following the effective date of this agreement by three years).

4. Term of Employment; Renewal. The initial extended term of Executive's employment pursuant to this Agreement shall commence on the Effective Date and shall end on May 31, 2021 (the "**Renewal Term**"). The Term of Executive's employment pursuant to this Agreement may be renewed and the term thereof extended by one (1) additional year (each, an "**Extended Term**") at the end of the Renewal Term and at the end of each Extended Term, by mutual agreement of the parties, which shall be evidenced by each party giving notice of renewal to the other party at least ninety (90) days prior to the expiration of the then-current Extended Term. The initial term, Renewal Term and all Extended Terms are collectively referred to herein as the "**Term.**"

5. Termination of Employment.

(a) Termination By CapStar. Notwithstanding any of the foregoing provisions in this Agreement, CapStar, by action of the Board, may terminate or elect not to extend the employment of Executive hereunder without notice at any time, for Cause or without Cause. For purposes of this Agreement "**Cause**" includes, but is not limited to: (i) any material breach of the terms of this Agreement which negatively impacts Bank; (ii) personal dishonesty, fraud, disloyalty, or theft; (iii) disclosure of Bank's confidential information except in the course of performing his duties while employed by Bank; (iv) willful illegal or disruptive conduct which impairs the reputation, goodwill or business position of Bank; (v) willful failure to cooperate fully with a bona fide internal investigation or an investigation of Bank by regulatory or law enforcement authorities whether or not related to your employment with Bank (an "Investigation"), after being instructed by the Board to cooperate or Executive's willful destruction of or knowing and intentional failure to preserve documents of other material known by Executive to be relevant to any Investigation; or (vi) breach of fiduciary duty involving personal profit; (vii) any order or request for removal of Executive by any regulatory authority having jurisdiction over Bank; or (viii) Executive's disability, as defined in any disability insurance policy of Bank with benefits payable to Executive, or if there is no such disability insurance policy, then as defined in Bank's established policy applicable to executive officers ("**Disability**"). Notwithstanding the foregoing, Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to Executive a copy of a resolution duly adopted by the affirmative vote of a majority of the members of the Board at a duly constituted meeting of the Board, finding that in the good faith opinion of the Board, Executive was guilty of conduct justifying Termination for Cause and specifying the reasons therefor. Executive shall have the right to appear and defend himself at any meeting of the Board at which such a resolution is under consideration.

(b) For Cause; Nonrenewal. In the event of termination of Executive by CapStar for Cause or election by CapStar or Executive not to renew or extend the Term, Executive shall be entitled to receive only the compensation that has been earned and accrued as of the date of termination but no other monies or benefits except that: (A) in the case of Executive's Disability, if no disability plan or disability insurance policy is in place, Executive shall receive fifty per cent (50%) of his Base Salary for a period not to exceed twenty four (24) weeks following the date of termination; and (B) subject to Section 13 hereof, Executive shall be entitled to receive any extended benefits provided to all employees of CapStar or required by law, such as, for example, COBRA health insurance coverage.

(c) Without Cause. In the event that: (A) CapStar terminates Executive's employment hereunder without cause; or (B) CapStar engages in conduct that constitutes Good Reason, Executive shall be entitled (i) to resign from his employment with CapStar, (ii) to continue to receive his Base Salary, payable as before such termination, for a period of two (2) years after the effective date of such termination, (iii) subject to Section 13 hereof, be provided, for a period of twenty-four (24) months after such termination, with life, medical, dental and disability coverage substantially identical to the coverage maintained by the CapStar for Executive prior to Executive's severance, and (iv) to receive all benefits and reimbursements accrued and payable to Executive at the time of termination of his

employment hereunder, including any stock or payments to which Executive is entitled under, and subject to the terms of, all incentive plans in which Executive participates (including and subject to the terms of each and any individual grant or award agreement), including stock option plans, restricted stock plans, performance share plans, and any other stock-based or cash-based incentive plans and the individual grant or award agreements under such plans (collectively, Executive's "**Severance Pay**"); provided, however, that if CapStar offers and Executive voluntarily accepts terms of employment that would otherwise constitute Good Reason, then Executive shall be deemed to have waived his right to resign and receive Severance Pay. Upon termination of Executive's employment hereunder for any reason (other than by CapStar for Cause), whether voluntarily by Executive or by termination by CapStar without Cause, by non-renewal, or otherwise, Executive shall continue to be bound by the provisions contained in Sections 8, 9, 10 and 11 hereof. In the event Executive's employment hereunder is terminated by CapStar for Cause, Executive shall not be bound by the covenant not to compete set forth in Section 9 hereof.

(d) By Executive. Notwithstanding any of the foregoing provisions in this Agreement, Executive may terminate or elect not to extend his employment hereunder without notice at any time. In the event of a termination or election not to extend the Term by Executive for any reason other than Good Reason, including the death or Disability of Executive, Executive shall be entitled to receive only the compensation that has been earned and benefits and reimbursements that have accrued as of the date of termination and any extended benefits required by law, but no other monies or benefits other than continuing benefits under any retirement plan, disability insurance policy, or life insurance policy payable by virtue of the retirement, death or disability of Executive having occurred prior to such termination of employment. Upon termination of Executive's employment by Executive for whatever reason, Executive shall continue to be bound by the provisions set forth in Sections 8, 9, 10 and 11 hereof.

6. Change in Control. Capitalized terms used in this Section 6 or in Section 7 but not otherwise defined in this Section 6 or in Section 7 shall have the meanings ascribed to them in Section 12.

(a) Entitlement to Benefits upon Termination. Subject to Section 13 hereof, if during the Protection Period a Qualifying Termination of Executive's employment occurs, CapStar shall pay to Executive the Change in Control benefits described in this Section 6. Change in Control benefits shall not be payable if Executive's employment is terminated (i) for Cause, (ii) by Executive voluntarily without Good Reason or (iii) by reason of Disability. In addition, the Change in Control benefits shall not be payable if Executive's employment is terminated for any or no reason prior to or following the Protection Period.

(b) Change in Control Payment and Benefits. Executive shall be entitled to receive a cash payment equal to two (2) times Executive's Base Salary in effect immediately prior to the date of termination (the "**Change in Control Payment**"), which shall be paid in twenty-four (24) equal monthly payments commencing on the first business day of the first month following the date of termination. Subject to Section 13 hereof, if a Qualifying Termination of Executive's employment occurs during the Protection Period, CapStar shall maintain for the remaining duration of the Protection Period Executive's health insurance coverage under any applicable Employee Benefit Plans, including any insurance policy held by CapStar, and pay CapStar's portion of such coverage, with the intent of the parties being that Executive shall continue to receive such health insurance coverage for a period of twenty-four (24) months following a Change in Control. Subject to Section 13 hereof, Executive shall have the right to continue COBRA health insurance coverage at the end of the Protection Period.

## 7. Compliance with Section 409A.

(a) Executive shall not have any right to make any election regarding the time or form of any payment due under this Agreement.

(b) A payment of any amount or benefit hereunder that is (i) subject to Code Section 409A, and (ii) to be made because of a termination of employment shall not be made unless such termination is also a "separation from service" within the meaning of Code Section 409A and the regulations promulgated thereunder and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment," "resignation" or like terms shall mean "separation from service" within the meaning of Code Section 409A. Notwithstanding any provision of this Agreement to the contrary, if at the time of Executive's "separation from service" Executive is a "specified employee" (within the meaning of Code Section 409A), then to the extent that any amount to which Executive is entitled in connection with his separation from service is subject to Code Section 409A, payments of such amounts to which Executive would otherwise be entitled during the six month period following the separation from service will be accumulated and paid in a lump sum on the earlier of (i) the first day of the seventh month after the date of the separation from service, or (ii) the date of Executive's death. This paragraph shall apply only to the extent required to avoid Executive's incurrence of any additional tax or interest under section 409A or any regulations or Treasury guidance promulgated thereunder.

(c) Notwithstanding any provision of this Agreement or any other arrangement to the contrary, to the extent that any payment to Executive under the terms of this Agreement or any other arrangement would constitute an impermissible acceleration or deferral of payments under Code Section 409A of the or any regulations or Treasury guidance promulgated thereunder, or under the terms of any applicable plan, program, arrangement or policy of Company, such payments shall be made no earlier or later than at such times allowed under Code Section 409A or the terms of such plan, program, arrangement or policy.

(d) Any payments provided in this Agreement or any other arrangement subject to Code Section 409A as an installment of payments or benefits, is intended to constitute a separately identified "payment" for purposes of Treas. Reg. § 1.409A-2(b)(2)(i).

8. Confidentiality. Executive shall not, at any time or in any manner, during or after the Term, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner, whatsoever, any material information concerning any matters affecting or relating to the business of CapStar, except in the course of performing his duties while employed by CapStar This includes, without limitation, the name of CapStar's clients, customers or suppliers, the terms and conditions of any contract to which CapStar is a party or any other information concerning the business of CapStar, its manner or operations or its plans for the future without regard to whether all of the foregoing matters will be deemed confidential, material or important. This does not include Executive's ability to disclose the details of this Agreement to his spouse, attorneys, accountants, or lenders as needed for financial or tax purposes. Executive further agrees that he shall continue to be bound by the provisions of this Section 8 following any termination of Executive's employment pursuant to this Agreement.

9. Covenant Not to Compete. Executive agrees that for a period of one (1) year following the termination of his employment with CapStar for any reason (other than by CapStar for Cause), whether voluntarily by Executive or by termination by CapStar without Cause, by non-renewal, or otherwise, and whether before or after a Change in Control, Executive agrees that Executive shall not be employed by, consult with, or directly or indirectly own, become interested in, or become involved in any manner whatsoever in any business (including any bank or other financial institution in organization) which is or will be similar to or competitive with any aspect of the business of CapStar which operates a

bank branch or other business location in Davidson, Sumner or Williamson Counties, Tennessee, or in any other county in which CapStar operates a bank branch or other business location, determined as of the date of termination of Executive's employment with CapStar. Executive agrees that should a court find the geographical scope of this covenant unreasonably broad, such court should nevertheless enforce this covenant to the extent that it deems reasonable. Executive specifically acknowledges and agrees that the foregoing restriction on competition with CapStar will not prevent Executive from obtaining gainful employment following termination of employment with CapStar and is a reasonable restriction upon Executive's ability to compete with CapStar and to secure such gainful employment. In the event Executive's employment hereunder is terminated by CapStar for Cause, Executive shall not be bound by the covenant not to compete in this Section 9.

10. Non-Solicitation Covenant. Executive agrees that for a period of one (1) years following the termination of his employment with CapStar, he shall not contact or solicit, directly or indirectly, any customer or account that was a customer or account of CapStar within twelve (12) months prior to the termination of Executive's employment with CapStar. Executive further agrees that for a period of two (2) years following the termination of his employment with CapStar, he shall not contact or solicit, directly or indirectly, any employee or person who was an employee of CapStar within twelve (12) months prior to the termination of Executive's employment with CapStar. The parties agree that these covenants are intended to prohibit Executive from engaging in such proscribed activities as an owner, partner, director, officer, executive, consultant, stockholder, agent, salesperson, or in any other capacity for any person, partnership, firm, corporation or other entity (including any financial institution in organization) unless he receives the express written consent of the Board. Executive specifically acknowledges and agrees that the foregoing restriction on competition with CapStar will not prevent Executive from obtaining gainful employment following termination of his employment with CapStar and is a reasonable restriction upon Executive's ability to compete with CapStar and to secure such gainful employment.

11. No Enticement of Officers. Executive shall not, directly or indirectly, entice or induce, or attempt to entice or induce any Officer of CapStar to leave such employment during the term of this Agreement or within one (1) years thereafter.

12. Certain Definitions. Whenever used in this Agreement and not otherwise defined herein, the following terms shall have the meanings set forth below:

(a) "**Change in Control**" means a transaction or circumstance in which any of the following have occurred, provided that the board of directors of the Company (the "**Company Board**") shall have determined that any such transaction or circumstance has resulted in a Change in Control, as defined in this paragraph, which determination shall be made in a manner consistent with Treas. Reg. § 1.409A-3(i)(5):

- (i) the date that any person, or persons acting as a group, as described in Treas. Reg. § 1.409A-3(i)(5) (a "Person"), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation controlling the Company or owned directly or indirectly by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company, becomes the beneficial owner (as defined in Rule 13d-3 under the Securities and Exchange Act of 1934, as amended), directly or indirectly, of securities of the Company representing more than 40% of the total voting power represented by the Company's then outstanding voting securities (as defined below);

- (ii) the merger, acquisition or consolidation of the Company or the Bank with any corporation pursuant to which the other corporation immediately after such merger, acquisition or consolidation owns more than 50% of the voting securities (defined as any securities which vote generally in the election of its directors) of the Company or the Bank outstanding immediately prior thereto or more than 50% of the Company's or the Bank's total fair market value immediately prior thereto; or
- (iii) the date that a majority of the members of the Company Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Company Board before the date of the appointment or election.

(b) "**Code**" means the Internal Revenue Code of 1986, as the same may be from time to time amended.

(c) "**Good Reason**" means any of the following:

- (i) Executive's then current base salary is reduced;
- (ii) Executive's work or reporting responsibilities are materially diminished, or
- (iii) Executive is relocated to a work location more than thirty (30) miles from the Executive's then current work location.

(d) "**Protection Period**" means the period commencing on the date that a Change in Control occurs, and ending on the last day of the twelfth (12<sup>th</sup>) calendar month following the calendar month during which such Change in Control occurred. Anything in this Agreement to the contrary notwithstanding, if a Change in Control occurs, and if the date of termination with respect to Executive's employment by CapStar occurs prior to the date on which the Change in Control occurs, unless it is reasonably demonstrated by CapStar that such termination of employment (i) was not at the request of a third party who has taken steps reasonably calculated to effect the Change in Control and (ii) did not otherwise arise in connection with or in anticipation of the Change in Control, then for all purposes of this Agreement the "Protection Period" shall be deemed to have commenced on the date immediately preceding the date of termination of Executive.

(e) "**Qualifying Termination**" means:

- (i) an involuntary termination of Executive's employment by CapStar (or any successor to CapStar after the Change in Control) for reasons other than Cause (and other than on account of Executive's Disability); or
- (ii) a voluntary termination of employment by Executive for Good Reason.

13. COBRA Health Insurance Coverage. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be interpreted to require CapStar to extend COBRA health insurance coverage benefits to Executive in violation of applicable law. In the event that, following termination of Executive's employment with CapStar, Executive shall be entitled to receive extended insurance benefits pursuant to the terms of this Agreement, Executive shall be required to elect COBRA health insurance coverage and, thereafter, CapStar shall be financially responsible for such coverage to Executive through a COBRA subsidy; provided, however, that at such time as CapStar is no longer permitted to extend COBRA health insurance coverage benefits to Executive under applicable law, CapStar shall provide a cash payment to Executive in lieu of such subsidy (with each cash payment being equal to the amount of the last COBRA subsidy provided to Executive prior to Executive's termination pursuant to the terms hereof), and Executive shall elect and obtain his own health insurance coverage.

14. Remedies. Executive acknowledges and agrees that the breach or threatened breach of any of the provisions of Sections 8, 9, 10 or 11 of this Agreement will cause irreparable harm to CapStar which cannot be adequately compensated by the payment of damages. Accordingly, Executive covenants and agrees that CapStar, in addition to any other rights or remedies which CapStar may have, shall be entitled to such equitable and injunctive relief as may be available from any court of competent jurisdiction to restrain Executive from breaching or threatening to breach any of the provisions of this Agreement, without the requirement that CapStar post bond or other surety. Such right to obtain injunctive relief may be exercised at the option of CapStar in addition to, concurrently with, prior to, after, or in lieu of the exercise of any other rights or remedies which CapStar may have as a result of any such breach or threatened breach.

15. Entire Agreement. CapStar and Executive agree that this Agreement contains the complete agreement concerning the employment arrangement, written or oral, between them and that this Agreement supersedes all prior negotiations, practices and/or agreements, including the Prior Agreement. Neither party has made any representations that are not contained herein on which either party has relied in entering into this Agreement.

16. Assignment. It is agreed that CapStar shall have the right to assign this Agreement to any purchaser of the business of or substantially all of the assets of CapStar. This is a personal services contract, and may not be assigned by Executive.

17. Modification. This Agreement shall not be modified or amended except by a writing duly executed by both parties. No waiver of any provision of this Agreement shall be effective unless the waiver is in writing and duly executed by both parties.

18. Waiver of Breach. The waiver by a party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same of any other provision hereof by that party.

19. Severability. The provisions of this Agreement shall be severable, and the invalidity of any provisions or portion thereof shall not affect the validity of the other provisions.

20. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

21. Notice. Any notice required or authorized hereunder shall be deemed delivered when delivered to Executive or to an executive officer of CapStar, or when deposited, postage prepaid, in the United States mail certified, with return receipt requested, addressed to the parties as follows:

Executive: Rob Anderson  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CapStar: CapStar Financial Holdings, Inc.  
201 4th Ave. North, Suite 950  
Nashville, TN 37219  
Attn.: Secretary

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

Waller Lansden Dortch & Davis LLP  
Attn. Chase Cole, Esq.  
511 Union Street, Suite 2700  
Nashville, TN 37219

22. Survival. The provisions of Sections 8, 9, 10, 11, 14 and 18 of this Agreement shall survive any termination of this Agreement.

23. Withholding. CapStar shall be entitled to withhold from amounts payable to Executive hereunder such amounts as may be required by applicable law.

*(Signature Page Follows.)*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and date first written above.

**CAPSTAR:**

CapStar Bank and CapStar Financial Holdings, Inc.

By: /s/ Claire W. Tucker  
Claire Tucker, Chief Executive Officer

**EXECUTIVE:**

/s/ Robert Anderson  
Robert Anderson

**SECOND AMENDED AND RESTATED  
EXECUTIVE EMPLOYMENT AGREEMENT**

**THIS SECOND AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT** (this “**Agreement**”) made and entered into on this 28th day of December, 2018 (the “**Effective Date**”), between **CapStar Bank**, a Tennessee banking corporation headquartered in Nashville, Davidson County, Tennessee, hereinafter referred to as “**Bank**,” and **Christopher Tietz**, hereinafter referred to as “Executive.”

WITNESSETH

WHEREAS, the Bank is a wholly-owned subsidiary of CapStar Financial Holdings, Inc., a Tennessee corporation established to be a bank holding company, (the “**Company**”) and Executive has been employed by Bank as its Chief Credit Officer since March 1, 2016; and

WHEREAS, Executive and Bank previously entered into a First Amended and Restated Executive Employment Agreement on April 5, 2018 (the “**Prior Agreement**”) regarding the rendering of services for the periods set forth in the Prior Agreement; and

WHEREAS, Bank desires to amend and restate the Prior Agreement in order to continue to employ Executive to render services to it for the periods and upon the terms and conditions provided for in this Agreement; and

NOW, THEREFORE, for the reasons set forth above and in consideration for the mutual promises and agreements set forth herein, Bank and Executive agree as follows:

1. Amendment of Prior Agreement. The parties hereby amend and restate the Prior Agreement in its entirety, and hereby substitute this Agreement for the Prior Agreement.

2. Employment. Subject to continued approval of the Tennessee Department of Financial Institutions and other bank regulatory agencies having jurisdiction over the operations of Bank, Bank hereby agrees that effective on the Effective Date, Executive shall continue to be employed by Bank as its Chief Credit Officer pursuant to the terms of this Agreement. Executive agrees to devote his best efforts and his full-time employment to Bank’s business, operations and strategic planning and perform such other related activities and duties as the board of directors of Bank (the “**Board**”), or its designee, may, from time to time, determine and assign to Executive. Executive’s services and decisions shall be subject to the review, modification and control of the Board or its designee.

3. Compensation. During the term of Executive’s employment hereunder:

(a) Salary. Effective January 1, 2019, for the services provided for herein, Bank shall pay to Executive, and Executive shall accept from Bank, a base salary of Three Hundred Fifteen Thousand and No/100 Dollars (\$315,000.00) per annum (Executive’s “**Base Salary**”), subject to any and all withholdings and deductions required by law, payable in accordance with the customary payroll practices of Bank. During the term of this Agreement, Executive’s Base Salary shall be reviewed from time to time by the Board, and may be increased, but not decreased below the Base Salary, from time to time by the Board, based upon such factors as it may establish from time to time.

(b) Bonus. For the services provided for herein, Executive shall be eligible to receive an annual bonus of up to 40% of Executive's Base Salary, subject to the terms and conditions set forth annually by the Board at its sole discretion or pursuant to any bonus plan that may be adopted.

(c) Benefits. Bank shall provide to Executive, consistent with the terms and conditions of the respective plans, and pay the cost of, such employee benefits as are provided to Executive Officers of Bank generally under benefit plans adopted by Bank from time to time (such benefit plans of Bank in effect from time to time, "**Employee Benefit Plans**"). The Employee Benefit Plans may include vacation days, sick days or other types of paid or unpaid leave, insurance programs, pension plans, profit sharing plans, bonus plans, stock option plans, restricted stock plans or other stock-based incentive plans, and other employee benefit plans. Provision of such benefit plans by Bank is within the sole discretion of Bank, and any such benefits may be amended, modified or discontinued at any time by Bank.

(d) Reimbursements. Upon timely and well-documented requests by Executive submitted within one month from the payment of such expenses by Executive, Bank shall reimburse Executive for Executive's costs and expenses incurred in connection with the performance of Executive's duties or otherwise for the benefit of bank, specifically including any business expenses incurred with the prior approval of the Board. Such reimbursements shall be made in accordance with the policies established by Bank from time to time, recognizing that Bank may have different reimbursement policies for executive officers, and likewise may have different reimbursement policies for Executive as Chief Financial Officer of Bank. Such reimbursements may be approved by Bank on a one-time basis for a particular expenditure, or on an ongoing basis, and may include automobile expense reimbursements, among others; provided, that such ongoing approvals shall be subject to change from time to time.

(e) Restricted Stock Award. As additional consideration for Executive's services to Bank, Bank will take action to cause Executive to receive an award of 13,800 shares of the common stock of CapStar Financial Holdings, Inc. Such award will be fully vested upon issuance and subject to the terms of the CapStar Financial Holdings, Inc. Stock Incentive Plan and a separate Restricted Stock Agreement between Executive and CapStar Financial Holdings, Inc. Bank will advance funds necessary for payment of all taxes and withholdings due upon the issuance of the award under a three-year forgivable loan described in a separate Promissory Loan Agreement. If, however, Executive is terminated by Bank for Cause, as defined in Section 5(a), or if Executive voluntarily resigns on or before three years following the Effective Date, Executive shall be liable for repayment to Bank a pro rata portion of the forgivable loan, calculated as the percentage of the three-year period of actual service completed by the Executive following the Effective Date, and repayment to Bank of a pro rata portion of the cash value of the stock award (to be calculated by dividing Employee's length of service following the effective date of this agreement by three years)

4. Term of Employment; Renewal. The initial extended term of Executive's employment pursuant to this Agreement shall commence on the Effective Date and shall end on May 31, 2021 (the "**Initial Term**"). The Term of Executive's employment pursuant to this Agreement may be renewed and the term thereof extended by one (1) additional year (each, an "**Extended Term**") at the end of the Initial Term and at the end of each Extended Term, by mutual agreement of the parties, which shall be evidenced by each party giving notice of renewal to the other party at least ninety (90) days prior to the expiration of the then-current Extended Term. The Initial term and all Extended Terms are collectively referred to herein as the "**Term**."

## 5. Termination of Employment.

(a) Termination By Bank. Notwithstanding any of the foregoing provisions in this Agreement, Bank, by action of the Board, may terminate or elect not to extend the employment of Executive hereunder without notice at any time, for Cause or without Cause. For purposes of this Agreement, "Cause" includes, but is not limited to: (i) any material breach of the terms of this Agreement which negatively impacts Bank; (ii) personal dishonesty, fraud, disloyalty, or theft; (iii) disclosure of Bank's confidential information except in the course of performing his duties while employed by Bank; (iv) willful illegal or disruptive conduct which impairs the reputation, goodwill or business position of Bank; (v) willful failure to cooperate fully with a bona fide internal investigation or an investigation of Bank by regulatory or law enforcement authorities whether or not related to your employment with Bank (an "Investigation"), after being instructed by the Board to cooperate or Executive's willful destruction of or knowing and intentional failure to preserve documents of other material known by Executive to be relevant to any Investigation; or (vi) breach of fiduciary duty involving personal profit; (vii) any order or request for removal of Executive by any regulatory authority having jurisdiction over Bank; or (viii) Executive's disability, as defined in any disability insurance policy of Bank with benefits payable to Executive, or if there is no such disability insurance policy, then as defined in Bank's established policy applicable to executive officers ("**Disability**"). Notwithstanding the foregoing, Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to Executive a copy of a resolution duly adopted by the affirmative vote of a majority of the members of the Board at a duly constituted meeting of the Board, finding that in the good faith opinion of the Board, Executive was guilty of conduct justifying Termination for Cause and specifying the reasons therefor. Executive shall have the right to appear and defend himself at any meeting of the Board at which such a resolution is under consideration.

(b) For Cause; Nonrenewal. In the event of termination of Executive by Bank for Cause or election by Bank or Executive not to renew or extend the Term, Executive shall be entitled to receive only the compensation that has been earned and accrued as of the date of termination but no other monies or benefits except that: (A) in the case of Executive's Disability, if no disability plan or disability insurance policy is in place, Executive shall receive fifty percent (50%) of his Base Salary for a period not to exceed twenty four (24) weeks following the date of termination; and (B) subject to Section 12 hereof, Executive shall be entitled to receive any extended benefits provided to all employees of Bank or required by law, such as, for example, COBRA health insurance coverage.

(c) Without Cause. In the event that: (A) Bank terminates Executive's employment hereunder without cause; or (B) Bank engages in conduct that constitutes Good Reason, Executive shall be entitled (i) to resign from his employment with Bank, (ii) to continue to receive his Base Salary, payable as before such termination, for a period of one (1) year after the effective date of such termination, (iii) subject to Section 13 hereof, be provided, for a period of twelve (12) months after such termination, with life, medical, dental and disability coverage substantially identical to the coverage maintained by the Bank for Executive prior to Executive's severance, and (iv) to receive all benefits and reimbursements accrued and payable to Executive at the time of termination of his employment hereunder, including any stock or payments to which Executive is entitled under, and subject to the terms of, all incentive plans in which Executive participates (including and subject to the terms of each and any individual grant or award agreement), including stock option plans, restricted stock plans, performance share plans, and any other stock-based or cash-based incentive plans and the individual grant or award agreements under such plans (collectively, Executive's "**Severance Pay**"); provided, however, that if Bank offers and Executive voluntarily accepts terms of employment that would otherwise constitute Good reason, then Executive shall be deemed to have waived his right to resign and receive Severance Pay. Upon termination of Executive's employment hereunder for any reason (other than by Bank for Cause), whether voluntarily by Executive or by termination by Bank without Cause, by non-renewal, or otherwise, Executive shall continue to be bound by the provisions contained in Sections 7, 8, 9, and 10 hereof. In the event Executive's employment hereunder is terminated by Bank for Cause, Executive shall not be bound by the covenant not to compete set forth in Section 8 hereof.

(d) By Executive. Notwithstanding any of the foregoing provisions in this Agreement, Executive may terminate or elect not to extend his employment hereunder without notice at any time. In the event of a termination or election not to extend the Term by Executive for any reason other than Good Reason, including the death or Disability of Executive, Executive shall be entitled to receive only the compensation that has been earned and benefits and reimbursements that have accrued as of the date of termination and any extended benefits required by law, but no other monies or benefits other than continuing benefits under any retirement plan, disability insurance policy, or life insurance policy payable by virtue of the retirement, death or disability of Executive having occurred prior to such termination of employment. Upon termination of Executive's employment by Executive for whatever reason, Executive shall continue to be bound by the provisions set forth in Sections 8, 9, 10, and 11 hereof.

6. Change in Control. Capitalized terms used in this Section 6 or in Section 7 but not otherwise defined in this Section 6 or in Section 7 shall have the meanings ascribed to them in Section 12.

(a) Entitlement to Benefits upon Termination. Subject to Section 13 hereof, if during the Protection Period a Qualifying Termination of Executive's employment occurs, Bank shall pay to Executive the Change in Control benefits described in this Section 6. Change in Control benefits shall not be payable if Executive's employment is terminated (i) for Cause, (ii) by Executive voluntarily without Good Reason or (iii) by reason of Disability. In addition, the Change in Control benefits shall not be payable if Executive's employment is terminated for any or no reason prior to or following the Protection Period.

(b) Change in Control Payment and Benefits. Executive shall be entitled to receive a cash payment equal to two (2) times Executive's Base Salary in effect immediately prior to the date of termination (the "**Change in Control Payment**"), which shall be paid in twenty-four (24) equal monthly payments commencing on the first business day of the first month following the date of termination. Subject to Section 13 hereof, if a Qualifying Termination of Executive's employment occurs during the Protection Period, Bank shall maintain for the remaining duration of the Protection Period Executive's health insurance coverage under any applicable Employee Benefit Plans, including any insurance policy held by Bank, and pay Bank's portion of such coverage, with the intent of the parties being that Executive shall continue to receive such health insurance coverage for a period of twenty-four (24) months following a Change in Control. Subject to Section 13 hereof, Executive shall have the right to continue COBRA health insurance coverage at the end of the Protection Period.

#### 7. Compliance with Section 409A.

(a) Executive shall not have any right to make any election regarding the time or form of any payment due under this Agreement.

(b) A payment of any amount or benefit hereunder that is (i) subject to Code Section 409A, and (ii) to be made because of a termination of employment shall not be made unless such termination is also a "separation from service" within the meaning of Code Section 409A and the regulations promulgated thereunder and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment," "resignation" or like terms shall mean "separation from service" within the meaning of Code Section 409A. Notwithstanding any provision of this Agreement to the contrary, if at the time of Executive's "separation from service" Executive is a "specified employee" (within the meaning of Code Section 409A), then to the extent that any amount to which Executive is

entitled in connection with his separation from service is subject to Code Section 409A, payments of such amounts to which Executive would otherwise be entitled during the six month period following the separation from service will be accumulated and paid in a lump sum on the earlier of (i) the first day of the seventh month after the date of the separation from service, or (ii) the date of Executive's death. This paragraph shall apply only to the extent required to avoid Executive's incurrance of any additional tax or interest under section 409A or any regulations or Treasury guidance promulgated thereunder.

(c) Notwithstanding any provision of this Agreement or any other arrangement to the contrary, to the extent that any payment to Executive under the terms of this Agreement or any other arrangement would constitute an impermissible acceleration or deferral of payments under Code Section 409A of the or any regulations or Treasury guidance promulgated thereunder, or under the terms of any applicable plan, program, arrangement or policy of Company, such payments shall be made no earlier or later than at such times allowed under Code Section 409A or the terms of such plan, program, arrangement or policy.

(d) Any payments provided in this Agreement or any other arrangement subject to Code Section 409A as an installment of payments or benefits, is intended to constitute a separately identified "payment" for purposes of Treas. Reg. § 1.409A-2(b)(2)(i).

8. Confidentiality. Executive shall not, at any time or in any manner, during or after the Term, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner, whatsoever, any material information concerning any matters affecting or relating to the business of Bank, except in the course of performing his duties while employed by Bank This includes, without limitation, the name of Bank's clients, customers or suppliers, the terms and conditions of any contract to which Bank is a party or any other information concerning the business of Bank, its manner or operations or its plans for the future without regard to whether all of the foregoing matters will be deemed confidential, material or important. This does not include Executive's ability to disclose the details of this Agreement to his spouse, attorneys, accountants, or lenders as needed for financial or tax purposes. Executive further agrees that he shall continue to be bound by the provisions of this Section 8 following any termination of Executive's employment pursuant to this Agreement.

9. Covenant Not to Compete. Employee agrees that for a period of one (1) year following the termination of his employment with Bank for any reason (other than by Bank for Cause), whether voluntarily by Executive or by termination by Bank without Cause, by non renewal, or otherwise, and whether before or after a Change in Control, Executive agrees that Executive shall not be employed by, consult with, or directly or indirectly own, become interested in, or become involved in any manner whatsoever in any business (including any bank or other financial institution in organization) which is or will be similar to or competitive with any aspect of the business of Bank which operates a bank branch or other business location in Davidson, Sumner or Williamson Counties, Tennessee, or in any other county in which Bank operates a bank branch, determined as of the date of termination of Executive's employment with Bank. Executive agrees that should a court find the geographical scope of this covenant unreasonably broad, such court should nevertheless enforce this covenant to the extent that it deems reasonable. Executive specifically acknowledges and agrees that the foregoing restriction on competition with Bank will not prevent Executive from obtaining gainful employment following termination of employment with Bank and is a reasonable restriction upon Executive's ability to compete with Bank and to secure such gainful employment. In the event Executive's employment hereunder is terminated by Bank for Cause, Executive shall not be bound by the covenant not to compete in this Section 9.

10. Non-Solicitation Covenant. Executive agrees that for a period of one (1) year following the termination of his employment with Bank, he shall not contact and solicit, directly or indirectly, any customer or account that was a customer or account of Bank within twelve (12) months prior to the termination of Executive's employment with Bank. Executive further agrees that for a period of one (1) year following the termination of his employment with Bank, he shall not contact and solicit, directly or indirectly, any employee or person who was an employee of Bank within twelve (12) months prior to the termination of Executive's employment with Bank. The parties agree that these covenants are intended to prohibit Executive from engaging in such proscribed activities as an owner, partner, director, officer, executive, consultant, stockholder, agent, salesperson, or in any other capacity for any person, partnership, firm, corporation or other entity (including any financial institution in organization) unless he receives the express written consent of the Board. Executive specifically acknowledges and agrees that the foregoing restriction on competition with Bank will not prevent Executive from obtaining gainful employment following termination of his employment with Bank and is a reasonable restriction upon Executive's ability to compete with Bank and to secure such gainful employment.

11. No Enticement of Officers. Executive shall not, directly or indirectly, entice or induce, or attempt to entice or induce any Officer of Bank to leave such employment during the term of this Agreement or within one (1) year thereafter.

12. Certain Definitions. Whenever used in this Agreement and not otherwise defined herein, the following terms shall have the meanings set forth below:

- (a) **"Change in Control"** means a transaction or circumstance in which any of the following have occurred, provided that the board of directors of the Company (the **"Company Board"**) shall have determined that any such transaction or circumstance has resulted in a Change in Control, as defined in this paragraph, which determination shall be made in a manner consistent with Treas. Reg. § 1.409A-3(i)(5):
- (i) the date that any person, or persons acting as a group, as described in Treas. Reg. § 1.409A-3(i)(5) (a "Person"), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation controlling the Company or owned directly or indirectly by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company, becomes the beneficial owner (as defined in Rule 13d-3 under the Securities and Exchange Act of 1934, as amended), directly or indirectly, of securities of the Company representing more than 40% of the total voting power represented by the Company's then outstanding voting securities (as defined below);
  - (ii) the merger, acquisition or consolidation of the Company or the Bank with any corporation pursuant to which the other corporation immediately after such merger, acquisition or consolidation owns more than 50% of the voting securities (defined as any securities which vote generally in the election of its directors) of the Company or the Bank outstanding immediately prior thereto or more than 50% of the Company's or the Bank's total fair market value immediately prior thereto; or
  - (iii) the date that a majority of the members of the Company Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Company Board before the date of the appointment or election.

(b) “**Code**” means the Internal Revenue Code of 1986, as the same may be from time to time amended.

(c) “**Good Reason**” means any of the following:

- (i) Executive’s then current base salary is reduced;
- (ii) Executive’s work or reporting responsibilities are materially diminished, or
- (iii) Executive is relocated to a work location more than thirty (30) miles from the Executive’s then current work location.

(d) “**Protection Period**” means the period commencing on the date that a Change in Control occurs, and ending on the last day of the twelfth (12<sup>th</sup>) calendar month following the calendar month during which such Change in Control occurred. Anything in this Agreement to the contrary notwithstanding, if a Change in Control occurs, and if the date of termination with respect to Executive’s employment by Bank occurs prior to the date on which the Change in Control occurs, unless it is reasonably demonstrated by Bank that such termination of employment (i) was not at the request of a third party who has taken steps reasonably calculated to effect the Change in Control and (ii) did not otherwise arise in connection with or in anticipation of the Change in Control, then for all purposes of this Agreement the “Protection Period” shall be deemed to have commenced on the date immediately preceding the date of termination of Executive.

(e) “**Qualifying Termination**” means:

- (i) an involuntary termination of Executive’s employment by Bank (or any successor to Bank after the Change in Control) for reasons other than Cause (and other than on account of Executive’s Disability); or
- (ii) a voluntary termination of employment by Executive for Good Reason.

13. **COBRA Health Insurance Coverage.** Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be interpreted to require Bank to extend COBRA health insurance coverage benefits to Executive in violation of applicable law. In the event that, following termination of Executive’s employment with Bank, Executive shall be entitled to receive extended insurance benefits pursuant to the terms of this Agreement, Executive shall be required to elect COBRA health insurance coverage and, thereafter, Bank shall be financially responsible for such coverage to Executive through a COBRA subsidy; provided, however, that at such time as Bank is no longer permitted to extend COBRA health insurance coverage benefits to Executive under applicable law, Bank shall provide a cash payment to Executive in lieu of such subsidy (with each cash payment being equal to the amount of the last COBRA subsidy provided to Executive prior to Executive’s termination pursuant to the terms hereof), and Executive shall elect and obtain his own health insurance coverage.

14. Remedies. Executive acknowledges and agrees that the breach or threatened breach of any of the provisions of Sections 8, 9, 10, or 11 of this Agreement will cause irreparable harm to Bank which cannot be adequately compensated by the payment of damages. Accordingly, Executive covenants and agrees that Bank, in addition to any other rights or remedies which Bank may have, shall be entitled to such equitable and injunctive relief as may be available from any court of competent jurisdiction to restrain Executive from breaching or threatening to breach any of the provisions of this Agreement, without the requirement that Bank post bond or other surety. Such right to obtain injunctive relief may be exercised at the option of Bank in addition to, concurrently with, prior to, after, or in lieu of the exercise of any other rights or remedies which Bank may have as a result of any such breach or threatened breach.

15. Entire Agreement. Bank and Executive agree that this Agreement contains the complete agreement concerning the employment arrangement, written or oral, between them and that this Agreement supersedes all prior negotiations, practices and/or agreements. Neither party has made any representations that are not contained herein on which either party has relied in entering into this Agreement.

16. Assignment. It is agreed that Bank shall have the right to assign this Agreement to any purchaser of the business of or substantially all of the assets of Bank. This is a personal services contract, and may not be assigned by Executive.

17. Modification. This Agreement shall not be modified or amended except by a writing duly executed by both parties. No waiver of any provision of this Agreement shall be effective unless the waiver is in writing and duly executed by both parties.

18. Waiver of Breach. The waiver by a party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same of any other provision hereof by that party.

19. Severability. The provisions of this Agreement shall be severable, and the invalidity of any provisions or portion thereof shall not affect the validity of the other provisions.

20. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

21. Notice. Any notice required or authorized hereunder shall be deemed delivered when delivered to Executive or to an executive officer of Bank, or when deposited, postage prepaid, in the United States mail certified, with return receipt requested, addressed to the parties as follows:

Executive: Christopher Tietz  
111 W. Tyne Drive  
Nashville, TN 37205

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

Rowan Leathers, Esq.  
150 3<sup>rd</sup> Ave So, Suite 1600  
Nashville, TN 37201

Bank: CapStar Bank  
1201 Demonbreun Street  
Suite 700  
Nashville, TN 37219  
Attn.: Secretary

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

Waller Lansden Dortch & Davis LLP  
Attn. Chase Cole, Esq.

511 Union Street, Suite 2700  
Nashville, TN 37219

22. Survival. The provisions of Sections 8, 9, 10, 11, and 14 of this Agreement shall survive any termination of this Agreement.

23. Withholding. Bank shall be entitled to withhold from amounts payable to Executive hereunder such amounts as may be required by applicable law.

*(Signature Page Follows.)*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and date first written above.

**BANK:**

CapStar Bank

**EXECUTIVE:**

/s/ Christopher Tietz

Christopher Tietz

By: /s/ Claire W. Tucker

Claire Tucker, Chief Executive Officer

**CAPSTAR FINANCIAL HOLDINGS, INC.  
RESTRICTED STOCK AGREEMENT**

This Restricted Stock Agreement (this "Agreement") is entered into by and between CapStar Financial Holdings, Inc., a Tennessee corporation (the "Company"), and Christopher Tietz (the "Participant") on December 28, 2018.

**W I T N E S S E T H:**

1. Grant of Restricted Stock. The Company hereby grants (the "Grant") to the Participant, subject to the terms and conditions herein set forth, 13,800 shares of its common stock (each a "Share" and collectively, the "Restricted Stock").

2. Terms and Conditions. It is understood and agreed that the Shares are granted to the Participant and this Agreement entered into pursuant to the CapStar Financial Holdings, Inc. Stock Incentive Plan (the "Plan") and are subject to and limited by the provisions of the Plan the following terms and conditions:

(a) Restrictions. Until the restrictions contained herein and in the Plan have lapsed as to all or a portion of the Shares specified in such restriction, the Shares shall not be sold, transferred or otherwise disposed of and shall not be pledged, assigned or otherwise hypothecated or encumbered, nor shall they be delivered to the Participant. The term "vest" as used in this Agreement means the lapsing of the restrictions contained in this Agreement or the Plan with respect to the Shares or a specified portion of the Shares.

(b) Purchase Price. The purchase price payable by the Participant for the Shares shall be Zero Dollars (\$0.00) per Share, payable in full in cash upon Grant.

(c) Vesting. The Shares shall vest as follows, provided the Participant is then, and since the date of the Grant has continuously been, employed by the Company or a Subsidiary.

The Shares of Restricted Stock shall be fully vested on December 28, 2018.

(d) Change in Control. Notwithstanding the terms of the Plan, a Change in Control will not be deemed to occur unless and until the Board takes action to confirm that an event or transaction that is described as a Change in Control under the Plan has resulted in an actual change in control of the Company, as determined by the Board in its sole discretion. If the Board deems a Change in Control Event to have occurred, the Participant's rights to unvested Shares of Restricted Stock will be determined by the Committee in accordance with terms of the Plan.

(e) Effect of a Termination of Employment.

(1) Except as provided in subsection (2) below, if the Participant's employment with the Company is terminated for any reason other than a Change in Control prior to the vesting of any Shares then held by the Participant, such Shares shall thereupon be forfeited immediately by the Participant and returned to the Company.

(2) The Committee may determine, in its sole discretion, if the Participant's employment with the Company is terminated other than for Cause, that some or all of the Shares of Restricted Stock granted pursuant to this Agreement that have not been previously forfeited shall immediately vest.

(3) The Participant hereby (i) irrevocably authorizes the Company to take such actions as may be necessary or appropriate to effectuate a transfer of the record ownership of any such Shares that are unvested and forfeited hereunder, and (ii) agrees to sign such documents and take such actions as the Company may reasonably request to accomplish the transfer or forfeiture of any unvested Shares that are forfeited hereunder.

3. Compliance with Laws and Regulations. This Agreement and the obligations of the Company hereunder shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any government or regulatory agency as may be required.

4. Legend. Certificates representing unvested Shares, if any, shall be held by the Company, and any such certificate (and, to the extent determined by the Company, any other evidence of ownership of unvested Shares) shall contain the following legend:

THE TRANSFERABILITY OF THIS CERTIFICATE AND THE SHARES OF STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE) OF A RESTRICTED STOCK AGREEMENT ENTERED INTO BETWEEN THE REGISTERED OWNER AND CAPSTAR FINANCIAL HOLDINGS, INC., COPIES OF WHICH ARE ON FILE IN THE OFFICES OF CAPSTAR FINANCIAL HOLDINGS, INC.

As soon as practicable following the vesting of any such Shares the Company shall any such certificate or certificates covering such Shares for a certificate that does not contain the aforesaid legend, subject to the payment of any withholding taxes due in connection with such vesting, and deliver to the undersigned. The Company may, at its election, hold unvested Shares in book entry form.

5. Withholding. Upon the vesting of any Shares of Restricted Stock, the Company shall withhold an amount sufficient to satisfy any federal, state and local tax withholding requirements in the form of Shares of Stock, unless the Participant makes alternate withholding arrangements with the Company. The Company shall withhold a number of Shares that is sufficient to cover the minimum required tax withholdings due on vesting, based on the Fair Market Value of Stock upon the date that Restricted Stock becomes vested.

6. Participant Bound by Plan. The Grant is subject to and the Participant agrees to be bound by all of the terms and provisions of the Plan. The terms that are defined in the Plan shall have the same meanings when used herein, except where the context clearly requires otherwise. A copy of the Plan is attached hereto and made a part hereof as if fully set out herein.

7. General. This Agreement shall be construed and interpreted according to the laws of the State of Tennessee. The foregoing contains the entire and only agreement between the parties respecting the subject matter hereof, and any representation, promise, or condition in connection therewith not incorporated herein shall not be binding upon either party. The headings of the various sections of this Agreement are for convenience of reference only, and shall not modify, define, limit or expand the express provisions of this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company.

8. Acknowledgment. Participant acknowledges receipt of a copy of the Plan, a copy of which is attached hereto, and represents that Participant is familiar with the terms and provisions thereof. Participant agrees to accept as binding, conclusive, and final all decisions and interpretations of the Committee on any questions arising under the Plan.

*[Execution Page follows]*

**EXECUTION PAGE**

**IN WITNESS WHEREOF**, this Restricted Stock Agreement has been executed by a duly authorized officer of the Company and the Participant has executed this Agreement, in each case as of the date first written above.

**CAPSTAR FINANCIAL HOLDINGS, INC.**

By: /s/ Robert B. Anderson  
Name: Robert B. Anderson  
Title: Chief Financial Officer and  
Chief Administrative Officer

**PARTICIPANT:**

By: /s/ Christopher Tietz  
Name: Christopher Tietz  
Title: Chief Credit Officer, CapStar Bank

## PROMISSORY NOTE

December 28, 2018

\$67,062.00

FOR VALUE RECEIVED, Christopher Tietz (the "**Borrower**"), promises and agrees to pay to the order of CAPSTAR BANK, a Tennessee state banking corporation (the "**Lender**"), at its offices in Nashville, TN, or at such other place as may be designated in writing by the holder, in lawful money of the United States of America and, the principal sum of Sixty Seven Thousand Sixty Two dollars and No/100 (\$67,062.00), together with interest from the date hereof on the unpaid principal balance outstanding from time to time hereon computed at a variable rate of interest equal to Lender's Prime Rate. As used herein, "**Lender's Prime Rate**" means a base rate of interest which Lender establishes from time to time and which serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto. Any change in the rate of interest on this Note due to a change in Lender's Prime Rate shall become effective on the date each change in its Prime Rate is announced by Lender. Lender's Prime Rate is distinct to Lender and may or may not correspond with the Federal Funds Target Rate, the Composite Prime Rate set forth in the Wall Street Journal, or any other financial institution's prime rate (the "**Index**"). All interest under this Note shall be computed based upon a 360 day year for the actual number of days elapsed.

This Note is issued in connection with, and subject to the terms and provisions of, the certain Letter Agreement by and between Borrower and Lender dated December 28, 2018 (the "**Letter Agreement**"), a copy of which is attached hereto as Exhibit A. Without limiting the generality of the foregoing, the Letter Agreement specifically includes provisions related to repayment of this Note.

This Note shall be payable as follows: (a) on December 28, 2019 and December 28, 2020 Borrower shall pay to Lender a principal reduction payment equal to \$22,354.00, plus all accrued and unpaid interest; and (b) this Note shall mature on December 28, 2021 (the "**Maturity Date**"), at which time Borrower shall pay to Lender an amount equal to all outstanding principal, plus all accrued and unpaid interest, along with any additional fees and expenses as may be due hereunder.

This Note may be prepaid in whole or in part without premium or penalty.

Any of the following events shall be considered an "**Event of Default**" hereunder:

(a) Principal and Interest Payments. Borrower fails to pay any installment of principal or interest on this Note, or any other amount due hereunder or under any other agreement executed in connection herewith or related hereto, within 10 calendar days of the applicable due date; or

(b) For Cause Termination. Lender terminates its employment of Borrower for cause (cause being defined as, but not limited to, fraud, theft, embezzlement, dishonesty, disloyalty, willful neglect of duties, insubordination or any other act of comparable misconduct), as described in more detail within the Letter Agreement; or

(c) Resignation. Borrower voluntarily resigns from his employment with Lender prior to the Maturity Date as described in more detail within the Letter Agreement.

Upon the occurrence of an Event of Default, the entire indebtedness evidenced hereby shall automatically be immediately due and payable, without notice. Lender may waive any Event of Default before or after the same has been declared and restore this Note to full force and effect without impairing any rights hereunder, such right of waiver being a continuing one, but one waiver shall not imply any additional or subsequent waiver.

All amounts received for payment shall, at the option of the Lender, be applied first to any unpaid expenses due Lender under this Note or under any other documents evidencing or securing the obligations or indebtedness of Borrower to Lender, then to all other accrued but unpaid interest due under this Note, and finally, to the reduction of outstanding principal due under this Note.

The makers, endorsers, guarantors and all parties to this Note, and all who may become liable for same, jointly and severally waive presentment for payment, protest, notice of protest, notice of nonpayment of this Note, demand and all legal diligence in enforcing collection, and any and all rights under the laws of any state to claim or recover any special, exemplary, punitive, consequential or other damages other than actual direct damages. Additionally, the makers, endorsers, guarantors and all parties to this Note, and all who may become liable for same, hereby expressly agree that the lawful owner or holder of this Note may defer or postpone collection of the whole or any part thereof, either principal and/or interest, or may extend or renew the whole or any part thereof, either principal and/or interest, or may accept additional collateral or security for the payment of this Note, or may release the whole or any part of any collateral security and/or liens given to secure the payment of this Note, or may release from liability on account of this Note any one or more of the makers, endorsers, guarantors and/or other parties thereto, all without notice to them or any of them; and such deferment, postponement, renewal, extension, acceptance of additional collateral or security and/or release shall not in any way affect or change the obligation of any such maker, endorser, guarantor or other party to this Note, or of any who may become liable for the payment thereof.

This Note is an unsecured promissory note.

This Note has been executed and delivered in, and shall be governed by and construed according to the laws of the State of Tennessee except to the extent pre-empted by applicable laws of the United States of America. If any provision of this Note should for any reason be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

Borrower irrevocably consents to the service of process of any such courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, return receipt requested, to Borrower at the address opposite its signature below or to such other address as Borrower may have furnished to Lender in writing, and agrees that such service shall become effective thirty (30) days after such mailing. However, nothing herein shall affect the right of Lender or Borrower to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Lender or Borrower in any other jurisdiction.

TIME IS OF THE ESSENCE WITH REGARDS TO EACH AND EVERY PROVISION OF THIS NOTE.

BORROWER HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS LOCATED IN DAVIDSON COUNTY, TENNESSEE, INCLUDING WITHOUT LIMITATION FEDERAL COURTS SITTING IN THE MIDDLE DISTRICT OF TENNESSEE AND THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE, FOR ANY SUIT BROUGHT OR ACTION COMMENCED IN CONNECTION WITH THIS NOTE.

BORROWER AND LENDER HEREBY KNOWINGLY, WILLINGLY AND IRREVOCABLY WAIVE THEIR RIGHT TO DEMAND A JURY TRIAL IN ANY ACTION OR PROCEEDING INVOLVING THIS NOTE.

This Note may not be changed or terminated without the prior written approval of the Borrower and the Lender. No waiver of any term or provision hereof shall be valid unless in writing signed by the holder.

Executed as of the date first above written.

**BORROWER:**

By: /s/ Christopher Tietz

\_\_\_\_\_  
Christopher Tietz

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**Exhibit A**  
**Letter Agreement**

See attached.

**SECOND AMENDED AND RESTATED  
EXECUTIVE EMPLOYMENT AGREEMENT**

**THIS SECOND AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT** (this “**Agreement**”) made and entered into on this 28th day of December, 2018 (the “**Effective Date**”), between **CapStar Bank**, a Tennessee banking corporation headquartered in Nashville, Davidson County, Tennessee, hereinafter referred to as “**Bank**,” and **Christopher Tietz**, hereinafter referred to as “Executive.”

WITNESSETH

WHEREAS, the Bank is a wholly-owned subsidiary of CapStar Financial Holdings, Inc., a Tennessee corporation established to be a bank holding company, (the “**Company**”) and Executive has been employed by Bank as its Chief Credit Officer since March 1, 2016; and

WHEREAS, Executive and Bank previously entered into a First Amended and Restated Executive Employment Agreement on April 5, 2018 (the “**Prior Agreement**”) regarding the rendering of services for the periods set forth in the Prior Agreement; and

WHEREAS, Bank desires to amend and restate the Prior Agreement in order to continue to employ Executive to render services to it for the periods and upon the terms and conditions provided for in this Agreement; and

NOW, THEREFORE, for the reasons set forth above and in consideration for the mutual promises and agreements set forth herein, Bank and Executive agree as follows:

1. Amendment of Prior Agreement. The parties hereby amend and restate the Prior Agreement in its entirety, and hereby substitute this Agreement for the Prior Agreement.

2. Employment. Subject to continued approval of the Tennessee Department of Financial Institutions and other bank regulatory agencies having jurisdiction over the operations of Bank, Bank hereby agrees that effective on the Effective Date, Executive shall continue to be employed by Bank as its Chief Credit Officer pursuant to the terms of this Agreement. Executive agrees to devote his best efforts and his full-time employment to Bank’s business, operations and strategic planning and perform such other related activities and duties as the board of directors of Bank (the “**Board**”), or its designee, may, from time to time, determine and assign to Executive. Executive’s services and decisions shall be subject to the review, modification and control of the Board or its designee.

3. Compensation. During the term of Executive’s employment hereunder:

(a) Salary. Effective January 1, 2019, for the services provided for herein, Bank shall pay to Executive, and Executive shall accept from Bank, a base salary of Three Hundred Fifteen Thousand and No/100 Dollars (\$315,000.00) per annum (Executive’s “**Base Salary**”), subject to any and all withholdings and deductions required by law, payable in accordance with the customary payroll practices of Bank. During the term of this Agreement, Executive’s Base Salary shall be reviewed from time to time by the Board, and may be increased, but not decreased below the Base Salary, from time to time by the Board, based upon such factors as it may establish from time to time.

(b) Bonus. For the services provided for herein, Executive shall be eligible to receive an annual bonus of up to 40% of Executive's Base Salary, subject to the terms and conditions set forth annually by the Board at its sole discretion or pursuant to any bonus plan that may be adopted.

(c) Benefits. Bank shall provide to Executive, consistent with the terms and conditions of the respective plans, and pay the cost of, such employee benefits as are provided to Executive Officers of Bank generally under benefit plans adopted by Bank from time to time (such benefit plans of Bank in effect from time to time, "**Employee Benefit Plans**"). The Employee Benefit Plans may include vacation days, sick days or other types of paid or unpaid leave, insurance programs, pension plans, profit sharing plans, bonus plans, stock option plans, restricted stock plans or other stock-based incentive plans, and other employee benefit plans. Provision of such benefit plans by Bank is within the sole discretion of Bank, and any such benefits may be amended, modified or discontinued at any time by Bank.

(d) Reimbursements. Upon timely and well-documented requests by Executive submitted within one month from the payment of such expenses by Executive, Bank shall reimburse Executive for Executive's costs and expenses incurred in connection with the performance of Executive's duties or otherwise for the benefit of bank, specifically including any business expenses incurred with the prior approval of the Board. Such reimbursements shall be made in accordance with the policies established by Bank from time to time, recognizing that Bank may have different reimbursement policies for executive officers, and likewise may have different reimbursement policies for Executive as Chief Financial Officer of Bank. Such reimbursements may be approved by Bank on a one-time basis for a particular expenditure, or on an ongoing basis, and may include automobile expense reimbursements, among others; provided, that such ongoing approvals shall be subject to change from time to time.

(e) Restricted Stock Award. As additional consideration for Executive's services to Bank, Bank will take action to cause Executive to receive an award of 13,800 shares of the common stock of CapStar Financial Holdings, Inc. Such award will be fully vested upon issuance and subject to the terms of the CapStar Financial Holdings, Inc. Stock Incentive Plan and a separate Restricted Stock Agreement between Executive and CapStar Financial Holdings, Inc. Bank will advance funds necessary for payment of all taxes and withholdings due upon the issuance of the award under a three-year forgivable loan described in a separate Promissory Loan Agreement. If, however, Executive is terminated by Bank for Cause, as defined in Section 5(a), or if Executive voluntarily resigns on or before three years following the Effective Date, Executive shall be liable for repayment to Bank a pro rata portion of the forgivable loan, calculated as the percentage of the three-year period of actual service completed by the Executive following the Effective Date, and repayment to Bank of a pro rata portion of the cash value of the stock award (to be calculated by dividing Employee's length of service following the effective date of this agreement by three years)

4. Term of Employment; Renewal. The initial extended term of Executive's employment pursuant to this Agreement shall commence on the Effective Date and shall end on May 31, 2021 (the "**Initial Term**"). The Term of Executive's employment pursuant to this Agreement may be renewed and the term thereof extended by one (1) additional year (each, an "**Extended Term**") at the end of the Initial Term and at the end of each Extended Term, by mutual agreement of the parties, which shall be evidenced by each party giving notice of renewal to the other party at least ninety (90) days prior to the expiration of the then-current Extended Term. The Initial term and all Extended Terms are collectively referred to herein as the "**Term**."

## 5. Termination of Employment.

(a) Termination By Bank. Notwithstanding any of the foregoing provisions in this Agreement, Bank, by action of the Board, may terminate or elect not to extend the employment of Executive hereunder without notice at any time, for Cause or without Cause. For purposes of this Agreement, “Cause” includes, but is not limited to: (i) any material breach of the terms of this Agreement which negatively impacts Bank; (ii) personal dishonesty, fraud, disloyalty, or theft; (iii) disclosure of Bank’s confidential information except in the course of performing his duties while employed by Bank; (iv) willful illegal or disruptive conduct which impairs the reputation, goodwill or business position of Bank; (v) willful failure to cooperate fully with a bona fide internal investigation or an investigation of Bank by regulatory or law enforcement authorities whether or not related to your employment with Bank (an “Investigation”), after being instructed by the Board to cooperate or Executive’s willful destruction of or knowing and intentional failure to preserve documents of other material known by Executive to be relevant to any Investigation; or (vi) breach of fiduciary duty involving personal profit; (vii) any order or request for removal of Executive by any regulatory authority having jurisdiction over Bank; or (viii) Executive’s disability, as defined in any disability insurance policy of Bank with benefits payable to Executive, or if there is no such disability insurance policy, then as defined in Bank’s established policy applicable to executive officers (“**Disability**”). Notwithstanding the foregoing, Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to Executive a copy of a resolution duly adopted by the affirmative vote of a majority of the members of the Board at a duly constituted meeting of the Board, finding that in the good faith opinion of the Board, Executive was guilty of conduct justifying Termination for Cause and specifying the reasons therefor. Executive shall have the right to appear and defend himself at any meeting of the Board at which such a resolution is under consideration.

(b) For Cause; Nonrenewal. In the event of termination of Executive by Bank for Cause or election by Bank or Executive not to renew or extend the Term, Executive shall be entitled to receive only the compensation that has been earned and accrued as of the date of termination but no other monies or benefits except that: (A) in the case of Executive’s Disability, if no disability plan or disability insurance policy is in place, Executive shall receive fifty percent (50%) of his Base Salary for a period not to exceed twenty four (24) weeks following the date of termination; and (B) subject to Section 12 hereof, Executive shall be entitled to receive any extended benefits provided to all employees of Bank or required by law, such as, for example, COBRA health insurance coverage.

(c) Without Cause. In the event that: (A) Bank terminates Executive’s employment hereunder without cause; or (B) Bank engages in conduct that constitutes Good Reason, Executive shall be entitled (i) to resign from his employment with Bank, (ii) to continue to receive his Base Salary, payable as before such termination, for a period of one (1) year after the effective date of such termination, (iii) subject to Section 13 hereof, be provided, for a period of twelve (12) months after such termination, with life, medical, dental and disability coverage substantially identical to the coverage maintained by the Bank for Executive prior to Executive’s severance, and (iv) to receive all benefits and reimbursements accrued and payable to Executive at the time of termination of his employment hereunder, including any stock or payments to which Executive is entitled under, and subject to the terms of, all incentive plans in which Executive participates (including and subject to the terms of each and any individual grant or award agreement), including stock option plans, restricted stock plans, performance share plans, and any other stock-based or cash-based incentive plans and the individual grant or award agreements under such plans (collectively, Executive’s “**Severance Pay**”); provided, however, that if Bank offers and Executive voluntarily accepts terms of employment that would otherwise constitute Good reason, then Executive shall be deemed to have waived his right to resign and receive Severance Pay. Upon termination of Executive’s employment hereunder for any reason (other than by Bank for Cause), whether voluntarily by Executive or by termination by Bank without Cause, by non-renewal, or otherwise, Executive shall continue to be bound by the provisions contained in Sections 7, 8, 9, and 10 hereof. In the event Executive’s employment hereunder is terminated by Bank for Cause, Executive shall not be bound by the covenant not to compete set forth in Section 8 hereof.

(d) By Executive. Notwithstanding any of the foregoing provisions in this Agreement, Executive may terminate or elect not to extend his employment hereunder without notice at any time. In the event of a termination or election not to extend the Term by Executive for any reason other than Good Reason, including the death or Disability of Executive, Executive shall be entitled to receive only the compensation that has been earned and benefits and reimbursements that have accrued as of the date of termination and any extended benefits required by law, but no other monies or benefits other than continuing benefits under any retirement plan, disability insurance policy, or life insurance policy payable by virtue of the retirement, death or disability of Executive having occurred prior to such termination of employment. Upon termination of Executive's employment by Executive for whatever reason, Executive shall continue to be bound by the provisions set forth in Sections 8, 9, 10, and 11 hereof.

6. Change in Control. Capitalized terms used in this Section 6 or in Section 7 but not otherwise defined in this Section 6 or in Section 7 shall have the meanings ascribed to them in Section 12.

(a) Entitlement to Benefits upon Termination. Subject to Section 13 hereof, if during the Protection Period a Qualifying Termination of Executive's employment occurs, Bank shall pay to Executive the Change in Control benefits described in this Section 6. Change in Control benefits shall not be payable if Executive's employment is terminated (i) for Cause, (ii) by Executive voluntarily without Good Reason or (iii) by reason of Disability. In addition, the Change in Control benefits shall not be payable if Executive's employment is terminated for any or no reason prior to or following the Protection Period.

(b) Change in Control Payment and Benefits. Executive shall be entitled to receive a cash payment equal to two (2) times Executive's Base Salary in effect immediately prior to the date of termination (the "**Change in Control Payment**"), which shall be paid in twenty-four (24) equal monthly payments commencing on the first business day of the first month following the date of termination. Subject to Section 13 hereof, if a Qualifying Termination of Executive's employment occurs during the Protection Period, Bank shall maintain for the remaining duration of the Protection Period Executive's health insurance coverage under any applicable Employee Benefit Plans, including any insurance policy held by Bank, and pay Bank's portion of such coverage, with the intent of the parties being that Executive shall continue to receive such health insurance coverage for a period of twenty-four (24) months following a Change in Control. Subject to Section 13 hereof, Executive shall have the right to continue COBRA health insurance coverage at the end of the Protection Period.

#### 7. Compliance with Section 409A.

(a) Executive shall not have any right to make any election regarding the time or form of any payment due under this Agreement.

(b) A payment of any amount or benefit hereunder that is (i) subject to Code Section 409A, and (ii) to be made because of a termination of employment shall not be made unless such termination is also a "separation from service" within the meaning of Code Section 409A and the regulations promulgated thereunder and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment," "resignation" or like terms shall mean "separation from service" within the meaning of Code Section 409A. Notwithstanding any provision of this Agreement to the contrary, if at the time of Executive's "separation from service" Executive is a "specified employee" (within the meaning of Code Section 409A), then to the extent that any amount to which Executive is

entitled in connection with his separation from service is subject to Code Section 409A, payments of such amounts to which Executive would otherwise be entitled during the six month period following the separation from service will be accumulated and paid in a lump sum on the earlier of (i) the first day of the seventh month after the date of the separation from service, or (ii) the date of Executive's death. This paragraph shall apply only to the extent required to avoid Executive's incurrance of any additional tax or interest under section 409A or any regulations or Treasury guidance promulgated thereunder.

(c) Notwithstanding any provision of this Agreement or any other arrangement to the contrary, to the extent that any payment to Executive under the terms of this Agreement or any other arrangement would constitute an impermissible acceleration or deferral of payments under Code Section 409A of the or any regulations or Treasury guidance promulgated thereunder, or under the terms of any applicable plan, program, arrangement or policy of Company, such payments shall be made no earlier or later than at such times allowed under Code Section 409A or the terms of such plan, program, arrangement or policy.

(d) Any payments provided in this Agreement or any other arrangement subject to Code Section 409A as an installment of payments or benefits, is intended to constitute a separately identified "payment" for purposes of Treas. Reg. § 1.409A-2(b)(2)(i).

8. Confidentiality. Executive shall not, at any time or in any manner, during or after the Term, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner, whatsoever, any material information concerning any matters affecting or relating to the business of Bank, except in the course of performing his duties while employed by Bank This includes, without limitation, the name of Bank's clients, customers or suppliers, the terms and conditions of any contract to which Bank is a party or any other information concerning the business of Bank, its manner or operations or its plans for the future without regard to whether all of the foregoing matters will be deemed confidential, material or important. This does not include Executive's ability to disclose the details of this Agreement to his spouse, attorneys, accountants, or lenders as needed for financial or tax purposes. Executive further agrees that he shall continue to be bound by the provisions of this Section 8 following any termination of Executive's employment pursuant to this Agreement.

9. Covenant Not to Compete. Employee agrees that for a period of one (1) year following the termination of his employment with Bank for any reason (other than by Bank for Cause), whether voluntarily by Executive or by termination by Bank without Cause, by non renewal, or otherwise, and whether before or after a Change in Control, Executive agrees that Executive shall not be employed by, consult with, or directly or indirectly own, become interested in, or become involved in any manner whatsoever in any business (including any bank or other financial institution in organization) which is or will be similar to or competitive with any aspect of the business of Bank which operates a bank branch or other business location in Davidson, Sumner or Williamson Counties, Tennessee, or in any other county in which Bank operates a bank branch, determined as of the date of termination of Executive's employment with Bank. Executive agrees that should a court find the geographical scope of this covenant unreasonably broad, such court should nevertheless enforce this covenant to the extent that it deems reasonable. Executive specifically acknowledges and agrees that the foregoing restriction on competition with Bank will not prevent Executive from obtaining gainful employment following termination of employment with Bank and is a reasonable restriction upon Executive's ability to compete with Bank and to secure such gainful employment. In the event Executive's employment hereunder is terminated by Bank for Cause, Executive shall not be bound by the covenant not to compete in this Section 9.

10. Non-Solicitation Covenant. Executive agrees that for a period of one (1) year following the termination of his employment with Bank, he shall not contact and solicit, directly or indirectly, any customer or account that was a customer or account of Bank within twelve (12) months prior to the termination of Executive's employment with Bank. Executive further agrees that for a period of one (1) year following the termination of his employment with Bank, he shall not contact and solicit, directly or indirectly, any employee or person who was an employee of Bank within twelve (12) months prior to the termination of Executive's employment with Bank. The parties agree that these covenants are intended to prohibit Executive from engaging in such proscribed activities as an owner, partner, director, officer, executive, consultant, stockholder, agent, salesperson, or in any other capacity for any person, partnership, firm, corporation or other entity (including any financial institution in organization) unless he receives the express written consent of the Board. Executive specifically acknowledges and agrees that the foregoing restriction on competition with Bank will not prevent Executive from obtaining gainful employment following termination of his employment with Bank and is a reasonable restriction upon Executive's ability to compete with Bank and to secure such gainful employment.

11. No Enticement of Officers. Executive shall not, directly or indirectly, entice or induce, or attempt to entice or induce any Officer of Bank to leave such employment during the term of this Agreement or within one (1) year thereafter.

12. Certain Definitions. Whenever used in this Agreement and not otherwise defined herein, the following terms shall have the meanings set forth below:

- (a) **"Change in Control"** means a transaction or circumstance in which any of the following have occurred, provided that the board of directors of the Company (the **"Company Board"**) shall have determined that any such transaction or circumstance has resulted in a Change in Control, as defined in this paragraph, which determination shall be made in a manner consistent with Treas. Reg. § 1.409A-3(i)(5):
- (i) the date that any person, or persons acting as a group, as described in Treas. Reg. § 1.409A-3(i)(5) (a "Person"), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation controlling the Company or owned directly or indirectly by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company, becomes the beneficial owner (as defined in Rule 13d-3 under the Securities and Exchange Act of 1934, as amended), directly or indirectly, of securities of the Company representing more than 40% of the total voting power represented by the Company's then outstanding voting securities (as defined below);
  - (ii) the merger, acquisition or consolidation of the Company or the Bank with any corporation pursuant to which the other corporation immediately after such merger, acquisition or consolidation owns more than 50% of the voting securities (defined as any securities which vote generally in the election of its directors) of the Company or the Bank outstanding immediately prior thereto or more than 50% of the Company's or the Bank's total fair market value immediately prior thereto; or
  - (iii) the date that a majority of the members of the Company Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Company Board before the date of the appointment or election.

(b) “**Code**” means the Internal Revenue Code of 1986, as the same may be from time to time amended.

(c) “**Good Reason**” means any of the following:

- (i) Executive’s then current base salary is reduced;
- (ii) Executive’s work or reporting responsibilities are materially diminished, or
- (iii) Executive is relocated to a work location more than thirty (30) miles from the Executive’s then current work location.

(d) “**Protection Period**” means the period commencing on the date that a Change in Control occurs, and ending on the last day of the twelfth (12<sup>th</sup>) calendar month following the calendar month during which such Change in Control occurred. Anything in this Agreement to the contrary notwithstanding, if a Change in Control occurs, and if the date of termination with respect to Executive’s employment by Bank occurs prior to the date on which the Change in Control occurs, unless it is reasonably demonstrated by Bank that such termination of employment (i) was not at the request of a third party who has taken steps reasonably calculated to effect the Change in Control and (ii) did not otherwise arise in connection with or in anticipation of the Change in Control, then for all purposes of this Agreement the “Protection Period” shall be deemed to have commenced on the date immediately preceding the date of termination of Executive.

(e) “**Qualifying Termination**” means:

- (i) an involuntary termination of Executive’s employment by Bank (or any successor to Bank after the Change in Control) for reasons other than Cause (and other than on account of Executive’s Disability); or
- (ii) a voluntary termination of employment by Executive for Good Reason.

13. **COBRA Health Insurance Coverage.** Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be interpreted to require Bank to extend COBRA health insurance coverage benefits to Executive in violation of applicable law. In the event that, following termination of Executive’s employment with Bank, Executive shall be entitled to receive extended insurance benefits pursuant to the terms of this Agreement, Executive shall be required to elect COBRA health insurance coverage and, thereafter, Bank shall be financially responsible for such coverage to Executive through a COBRA subsidy; provided, however, that at such time as Bank is no longer permitted to extend COBRA health insurance coverage benefits to Executive under applicable law, Bank shall provide a cash payment to Executive in lieu of such subsidy (with each cash payment being equal to the amount of the last COBRA subsidy provided to Executive prior to Executive’s termination pursuant to the terms hereof), and Executive shall elect and obtain his own health insurance coverage.

14. Remedies. Executive acknowledges and agrees that the breach or threatened breach of any of the provisions of Sections 8, 9, 10, or 11 of this Agreement will cause irreparable harm to Bank which cannot be adequately compensated by the payment of damages. Accordingly, Executive covenants and agrees that Bank, in addition to any other rights or remedies which Bank may have, shall be entitled to such equitable and injunctive relief as may be available from any court of competent jurisdiction to restrain Executive from breaching or threatening to breach any of the provisions of this Agreement, without the requirement that Bank post bond or other surety. Such right to obtain injunctive relief may be exercised at the option of Bank in addition to, concurrently with, prior to, after, or in lieu of the exercise of any other rights or remedies which Bank may have as a result of any such breach or threatened breach.

15. Entire Agreement. Bank and Executive agree that this Agreement contains the complete agreement concerning the employment arrangement, written or oral, between them and that this Agreement supersedes all prior negotiations, practices and/or agreements. Neither party has made any representations that are not contained herein on which either party has relied in entering into this Agreement.

16. Assignment. It is agreed that Bank shall have the right to assign this Agreement to any purchaser of the business of or substantially all of the assets of Bank. This is a personal services contract, and may not be assigned by Executive.

17. Modification. This Agreement shall not be modified or amended except by a writing duly executed by both parties. No waiver of any provision of this Agreement shall be effective unless the waiver is in writing and duly executed by both parties.

18. Waiver of Breach. The waiver by a party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same of any other provision hereof by that party.

19. Severability. The provisions of this Agreement shall be severable, and the invalidity of any provisions or portion thereof shall not affect the validity of the other provisions.

20. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

21. Notice. Any notice required or authorized hereunder shall be deemed delivered when delivered to Executive or to an executive officer of Bank, or when deposited, postage prepaid, in the United States mail certified, with return receipt requested, addressed to the parties as follows:

Executive: Christopher Tietz  
111 W. Tyne Drive  
Nashville, TN 37205

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

Rowan Leathers, Esq.  
150 3<sup>rd</sup> Ave So, Suite 1600  
Nashville, TN 37201

Bank: CapStar Bank  
1201 Demonbreun Street  
Suite 700  
Nashville, TN 37219  
Attn.: Secretary

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

Waller Lansden Dortch & Davis LLP  
Attn. Chase Cole, Esq.

511 Union Street, Suite 2700  
Nashville, TN 37219

22. Survival. The provisions of Sections 8, 9, 10, 11, and 14 of this Agreement shall survive any termination of this Agreement.

23. Withholding. Bank shall be entitled to withhold from amounts payable to Executive hereunder such amounts as may be required by applicable law.

*(Signature Page Follows.)*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and date first written above.

**BANK:**

CapStar Bank

**EXECUTIVE:**

/s/ Christopher Tietz

Christopher Tietz

By: /s/ Claire W. Tucker

Claire Tucker, Chief Executive Officer