

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 28, 2022

CAPSTAR FINANCIAL HOLDINGS, INC.

(Exact name of Registrant as Specified in Its Charter)

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

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:

- 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$1.00 par value per share	CSTR	NASDAQ Global Select Market

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

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.

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

On October 28, 2022, CapStar Financial Holdings, Inc. (the "Company") announced that John A. Davis, Chief Operations and Technology Officer resigned. The effective date of the resignation will be November 11, 2022.

On October 31, 2022, the Company appointed Kenneth E. Webb as the Company's Interim EVP of Bank Operations. Mr. Webb was one of the original management team members that founded the company in 2007 and initially served as our Chief Development Officer and most recently as our Middle Tennessee Market Chairman. Mr. Webb is an experienced executive with over 46 years of banking experience. Mr. Webb is a graduate of Middle Tennessee State University.

Employment Agreement with Kenneth E. Webb

The Company had previously entered into an Employment Agreement with Mr. Webb on June 1, 2022, which will remain in effect during his time in the role of Interim EVP of Bank Operations. The Employment Agreement is effective June 1, 2022 and the term of the Employment Agreement extends until June 1, 2025 (the "Employment Period"), provided that at the end of each month of the Employment Period, the Employment Period shall extend automatically for an additional month, such that Employment Period shall expire on the third anniversary of such extension date, until any party provides the other party advance written notice of its desire to cease extending the Employment Period. Pursuant to the Employment Agreement, the base salary for Mr. Webb will be \$244,500 per annum and he will be eligible to receive an annual target bonus of not less than 40% of his base salary with a threshold of 50% of the target bonus opportunity and maximum of 150% of the target bonus opportunity, subject to satisfying applicable performance goals. Mr. Webb also will be entitled to participate in the Company's equity award plan and in other employment benefit plans and programs of the Company that are generally applicable to other employees. Additional terms provided for under the Employment Agreement include the following:

- Mr. Webb's employment may be terminated during the Employment Period at any time by the Company, with or without cause (as defined in the Employment Agreement), or by Mr. Webb with or without good reason (as defined in the Employment Agreement) and is subject to the potential for severance payments as discussed below.
- In the event, during the Employment Period, that the Company terminates Mr. Webb's employment without cause or he resigns for good reason, he will be entitled to:
 - o The sum of (A) the portion of the annual base salary due for the period through the date of termination to the extent not theretofore paid and (B) business expenses that have not been reimbursed by the Company as of the date of termination.
 - o Any unpaid annual bonus earned by the he in respect of the fiscal year of the Company that was completed on or prior to the date of termination.
 - o An amount equal to the product of the greater of (A) the target annual bonus opportunity for the fiscal year in which the date of termination occurs and (B) the average of the annual bonuses paid or payable to Mr. Webb in respect of the last three full fiscal years prior to the date of termination multiplied by a fraction, the numerator of which is the number of days in the fiscal year in which the date of termination occurs through the date of termination, and the denominator of which is 365.
 - o An amount payable in lump sum equal to one times the annual base salary and bonus amount.
 - o An amount equal to 125% of the monthly premiums for coverage under the Company's health care and life insurance plans for one year.
 - o The vesting of any unvested equity awards held by Mr. Webb as of the date of termination shall be determined in discussion with the Board of Directors of the Company and Mr. Webb considering the circumstances of the termination.
- The Employment Agreement provides for various customary business protection provisions, including non-competition, non-solicitation, non-disparagement, and confidentiality provisions.

The above summary of the Employment Agreement is qualified by reference in its entirety to the full Employment Agreement, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Change in Control Continuity Agreement with Kenneth E. Webb

The Company had previously entered into a Change in Control Continuity Agreement ("CIC Agreement") with Mr. Webb ("Executive") on June 1, 2022, which will remain in effect during his time in the role of Interim EVP of Bank Operations. Pursuant to the CIC Agreement, in the event of a termination of the Executive's employment within three years following, or in

anticipation of, a Change in Control (as defined in the CIC Agreement) (a) by the Company without Cause (as defined in the CIC Agreement) or (b) by the Executive for Good Reason (as defined in the CIC Agreement), the Executive is entitled to a general entitlement of:

- a lump sum payment equal to the Executive's unpaid annual Base Salary through the date of termination
- the Executive's annual bonus payments earned but not yet paid for any calendar year prior to the year of termination
- the Executive's pro rata annual bonus for the year of termination
- a change-in-control entitlement consisting of
 - o a lump sum payment equal to the product of (I) the Severance Multiple of one as defined in the CIC Agreement, multiplied by (II) the sum of (x) Executive's annual base salary and (y) the annual bonus amount.
 - o any equity-based awards held by Executive as of the Date of Termination shall vest in full (with any performance goals deemed satisfied at the target level) and shall be settled within thirty (30) days following the Date of Termination.
 - o an amount equal to the Company's contributions under the tax-qualified defined contribution plan and any excess or supplemental defined contribution plans sponsored by the Company, in which Executive participates as of immediately prior to the Date of Termination (subject to the terms and qualifications outlined in the CIC Agreement).
 - o immediate and unconditional vesting of any unvested stock options and stock grants previously granted to the Executive and the right, for one year following such termination, to exercise any stock options or stock grants held by the Executive.
 - o an amount equal to the product of (A) the sum of (x) 125% of the monthly premiums for coverage under the Company's health care plans for purposes of continuation coverage under Section 4980B of the Internal Revenue Code with respect to the maximum level of coverage in effect for Executive and Executive's dependents as of immediately prior to the date of termination, and (y) 125% of the monthly premium for coverage (based on the rate paid by the Company for active employees) under the life insurance plans of the Company, in each case, based on the plans and at the levels of participation in which Executive participates as of immediately prior to the date of termination, multiplied by (B) the number of months in the Severance Period (as defined by the CIC Agreement); and subject to Executive's payment of any applicable premiums, to the extent administratively practicable, Company shall permit Executive and Executive's spouse and dependents to continue to participate, at their own cost, in such health care plans during the Severance Period.
 - o the Company shall, at its sole expense as incurred, provide Executive with outplacement services the scope and provider of which shall be selected by Executive in Executive's sole discretion, but the cost thereof shall not exceed \$25,000.

The above summary of the CIC Agreement is qualified in its entirety by the full text of the form of the CIC Agreement, which is attached hereto as Exhibit 10.2 to this Current Report on Form 8-K.

Mr. Webb does not have any family relationships with any director, executive officer, or person nominated to become a director or executive officer of the Company and there are no arrangements or understandings between Mr. Webb and any other person pursuant to which Mr. Webb was appointed as Interim EVP of Bank Operations. There are no transactions in which Mr. Webb had or will have an interest that would be required to be disclosed pursuant to Item 404(a) of Regulation S-K under the Securities Exchange Act of 1934.

Item 7.01 Regulation FD Disclosure

Timothy K. Schools, President and Chief Executive Officer, will participate in the Hovde Financial Services Conference on November 3-4, 2022. A copy of the presentation that will be used in the investor meetings is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Employment Agreement Dated June 1, 2022 By and Among CapStar Financial Holdings, CapStar Bank and Kenneth E. Webb
10.2	Change in Control Continuity Agreement Dated June 1, 2022 By and Among Capstar Financial Holdings, CapStar Bank and Kenneth E. Webb
99.1	Presentation by CapStar Financial Holdings, Inc. on November 3-4, 2022
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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 thereunto duly authorized.

CAPSTAR FINANCIAL HOLDINGS, INC.

Date: November 3, 2022

By: /s/ Timothy K. Schools
Timothy K. Schools
Chief Executive Officer

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “**Agreement**”) is made and entered into, as of June 1, 2022, by and among CapStar Financial Holdings, a Tennessee corporation (the “**Company**”), CapStar Bank, a Tennessee banking corporation and a direct, wholly-owned subsidiary of the Company (the “**Bank**” and, together with the Company, “**CapStar**”) and **Ken Webb** (“**Executive**”).

WHEREAS, the Company and the Bank desire to retain Executive’s services in the role of Middle Tennessee Market Chairman

WHEREAS, the Company, the Bank and Executive desire to enter into this Agreement to set forth the terms of Executive’s service to the Company and the Bank.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Certain Definitions.**

(a) “**Affiliate**” shall mean an entity controlled by, controlling or under common control with another entity (for the avoidance of doubt, the Company is an Affiliate of the Bank and vice versa).

(b) “**Code**” shall mean the Internal Revenue Code of 1986, as amended, together with the regulations and other guidance promulgated thereunder.

(c) “**Severance Multiple**” shall mean **1**

(d) “**Severance Period**” shall mean a number of years following the Date of Termination equal to the Severance Multiple.

2. **Employment Period.** CapStar shall employ Executive, and Executive shall serve CapStar and its Affiliates, subject to the terms and conditions of this Agreement, for the period commencing on June 1, 2022 (the “**Effective Date**”) and ending on the third anniversary of the Effective Date (the “**Employment Period**”), provided that at the end of each month of the Employment Period, the Employment Period shall extend automatically for an additional month, such that Employment Period shall expire on the third anniversary of such extension date, until any party provides the other parties advance written notice of its desire to cease extending the Employment Period. Notwithstanding the foregoing, the Employment Period shall terminate upon any termination of Executive’s employment with CapStar pursuant to Section 5. If the Employment Period expires by its terms due to either CapStar’s or Executive’s non-renewal, all parties’ obligations under this Agreement shall cease upon expiration of the Employment Period.

3. **Position and Duties; Location; Standard of Services.**

(a) **Position and Duties.** During the Employment Period, Executive shall serve as Middle Tennessee Market Chairman of the Company and the Bank and shall perform

customary and appropriate duties as may be reasonably assigned to Executive from time to time by the Board of Directors of the Company (the “**Board**”), the Board of Directors of the Bank (the “**Bank Board**”), the Chief Executive Officer of CapStar (the “**CEO**”) or any other officer to whom Executive reports. Executive shall have such responsibilities, power and authority as those normally associated with such position in public companies of a similar stature; provided, however, Executive’s position and duties shall be subject to the review, modification and control of the Board, the Bank Board, the CEO or any other officer to whom Executive reports.

(b) **Location.** During the Employment Period, Executive’s principal place of employment shall be CapStar’s principal executive offices, which are located in Nashville Tennessee, subject to business travel at CapStar’s request.

(c) **Standard of Services.** During the Employment Period, Executive shall devote Executive’s full business attention and time to the business and affairs of CapStar and Affiliates and use Executive’s best efforts to perform faithfully and efficiently such responsibilities. During the Employment Period, Executive may serve on civic, charitable or other not-for-profit boards or committees, deliver lectures, fulfill speaking engagements or teach at educational institutions, manage personal investments and, subject to the prior written approval of the Board or a committee thereof (which approval the Board or such committee may withhold in their sole discretion), serve on boards of for-profit entities, in each case, so long as such activities do not interfere with the performance of Executive’s responsibilities in accordance with this Agreement and Executive complies with applicable provisions of any codes of business conduct and ethics of CapStar and its Affiliates, as in effect from time to time.

4. **Compensation and Employee Benefits.**

(a) **Annual Base Salary.** During the Employment Period, Executive shall receive an annual base salary (the “**Annual Base Salary**”) of no less than \$244,500.00, payable in accordance with CapStar’s regular payroll practices. The Annual Base Salary shall be reviewed annually by the Board or an appropriate committee thereof (the Board or such committee, the “**Committee**”) for possible increase, as determined in the discretion of the Committee. The term “Annual Base Salary” as used in this Agreement shall refer to the Annual Base Salary as it may be so adjusted from time to time.

(b) **Annual Bonus.** During the Employment Period, Executive shall have the opportunity to earn, for each fiscal year of CapStar, an annual bonus (the “**Annual Bonus**”) with a target opportunity (the “**Target Annual Bonus Opportunity**”) of no less than 40% of Executive’s Annual Base Salary, with the actual amount of the Annual Bonus determined based on satisfaction of the applicable performance goals. The range of Annual Bonus is subject to change but at the time of the Effective Date the threshold opportunity (which shall be subject to satisfying applicable performance goals at the threshold level) is 50% of Target Annual Bonus (Threshold) and the maximum opportunity (which shall be subject to satisfying applicable performance goals at the maximum level) is 150% of Target Annual Bonus (Maximum). The Annual Bonus shall be payable at the same time as bonuses are generally payable to similarly situated employees of CapStar subject to Executive’s continued employment with CapStar or its Affiliates through such date.

(c) **Equity Incentive Awards.** During the Employment Period, Executive shall be eligible to participate in CapStar's equity incentive plans and programs, as in effect from time to time (an award thereunder, an "Equity Award").

(d) **Employee Benefit Plans.** During the Employment Period, Executive shall be eligible to participate in the employee benefit plans, programs, policies and practices, as in effect from time to time, that are generally applicable to similarly situated employees of CapStar, including vacation, retirement, deferred compensation, health and welfare and life insurance benefits.

(e) **Business Expenses.** During the Employment Period, CapStar shall pay or reimburse Executive's business expenses on terms that are consistent with CapStar's expense reimbursement policies, as in effect from time to time.

5. **Termination of Employment.**

(a) **Death or Disability.** Executive's employment shall terminate automatically upon Executive's death during the Employment Period. If the Board determines in good faith that the Disability of Executive has occurred during the Employment Period (pursuant to the definition of Disability set forth below), it may provide Executive with written notice in accordance with Section 11(b) of its intention to terminate Executive's employment. In such event, Executive's employment with CapStar and its Affiliates shall terminate effective on the thirtieth (30th) day after Executive's receipt of such notice (the "Disability Effective Date"), provided that, within the thirty (30) days after such receipt, Executive shall not have returned to full-time performance of Executive's duties. For purposes of this Agreement, "Disability" shall mean the absence of Executive from Executive's duties with CapStar and its Affiliates on a full-time basis for ninety (90) consecutive days, or for one hundred twenty (120) days (which need not be consecutive) within a one-year period, as a result of incapacity due to mental or physical illness.

(b) **Cause.** CapStar may terminate Executive's employment during the Employment Period either with or without Cause. For purposes of this Agreement, "Cause" shall mean:

(i) Executive's willful misconduct that demonstrably results in material injury to CapStar or its Affiliates;

(ii) Executive's fraud, dishonesty or willful breach of fiduciary duty that is injurious to CapStar or its Affiliates;

(iii) Executive's conviction or plea of guilty or *nolo contendere* to any felony or crime involving fraud or dishonesty;

(iv) Executive's willful violation of any law, rule or regulation (other than traffic violations, misdemeanors or similar offenses) or cease-and-desist order, court order, judgment or supervisory agreement that demonstrably results in material injury to CapStar or its Affiliates; or

(v) A material breach by Executive of (A) Executive's obligations under this Agreement, including any breach of the provisions of Section 8, or (B) any material written policy of CapStar or its Affiliates and, if the breach is curable, Executive shall not have cured such material breach after reasonable written demand for cure has been delivered by CapStar specifically identifying the material breach, and Executive has been given a reasonable opportunity (not less than fifteen (15) days) to cure any such material breach (to the extent curable).

For purposes of this Agreement, no act or failure to act on the part of Executive shall be considered "willful" unless it is done, or omitted to be done, by Executive in bad faith or without reasonable belief that Executive's action or omission was in the best interests of CapStar and its Affiliates. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board, the Bank Board (or a committee of either board) or based upon the written advice of counsel for CapStar or its Affiliates shall be conclusively presumed to be done, or omitted to be done, by Executive in good faith and in the best interests of CapStar. Any such determination must be made the affirmative vote of a majority of the entire membership of the Board at a meeting of the Board called and held for that purpose (after reasonable notice is provided to Executive and Executive is given an opportunity, together with counsel for Executive, to be heard before the Board), finding that, in the good-faith opinion of the Board, Executive is guilty of the conduct constituting grounds for termination for "Cause", and specifying the particulars thereof in detail. Termination for Cause shall be effected by a Notice of Termination (as described in Section 5(d)) to Executive setting forth with particularity the grounds for termination.

(c) **Good Reason.** Executive's employment may be terminated by Executive either with or without Good Reason. For purposes of this Agreement, "**Good Reason**" shall mean Executive's voluntary resignation after any of the following actions are taken by CapStar or its Affiliates without Executive's written consent:

(i) The assignment to Executive of duties materially inconsistent with Executive's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or a material diminution in such position, authority, duties or responsibilities;

(ii) A material diminution in Executive's Annual Base Salary or Target Annual Bonus Opportunity;

(iii) The requirement that Executive be based at (A) any office or location other than as provided in Section 3(b) resulting in a material increase in Executive's commute to and from Executive's primary residence (for this purpose an increase in Executive's commute by twenty (20) miles or more shall be deemed material); or (B) a location other than the principal executive offices of CapStar if Executive was employed at such location as of the Effective Date; or

(iv) Any other action or inaction that constitutes a material breach by CapStar or its Affiliates of this Agreement.

In order to invoke a termination for Good Reason, Executive shall provide written notice to CapStar of the existence of one or more of the conditions described in clauses (i) through (iv) within ninety (90) days following the initial existence of such condition or conditions, specifying in reasonable detail the conditions constituting Good Reason, and CapStar and its Affiliates shall have thirty (30) days following receipt of such written notice (the “**Cure Period**”) during which it may remedy the condition. In the event that CapStar and its Affiliates fail to remedy the condition constituting Good Reason during the applicable Cure Period, Executive’s “separation from service” (within the meaning of Section 409A of the Code) must occur, if at all, within thirty (30) days following such Cure Period in order for such termination as a result of such condition to constitute a termination for Good Reason.

(d) **Notice of Termination.** Any termination by CapStar with or without Cause, or by Executive with or without Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 11(b). For purposes of this Agreement, a “**Notice of Termination**” means a written notice that (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive’s employment under the provision so indicated and (iii) specifies the Date of Termination (as defined below), which date shall be not more than thirty (30) days after the delivery of such notice, or the end of any Cure Period referenced in such notice, as applicable.

(e) **Date of Termination.** For purposes of this Agreement, the “**Date of Termination**” means (i) if Executive’s employment is terminated by CapStar with or without Cause, or by Executive for Good Reason, the date of receipt of the Notice of Termination or any later date specified therein within thirty (30) days following such notice, (ii) if Executive’s employment is terminated voluntarily without Good Reason, the thirtieth (30th) day following the date of receipt of the Notice of Termination, provided that CapStar may in its discretion accelerate the Date of Termination, or (iii) if Executive’s employment is terminated by reason of death or Disability, the Date of Termination shall be the date of death of Executive or the Disability Effective Date, as the case may be.

(f) **Resignation from Other Positions.** Upon the termination of Executive’s employment for any reason (unless otherwise agreed in writing by CapStar and Executive), Executive shall be deemed to have resigned, without any further action by Executive, from any and all officer and director positions that Executive, immediately prior to such termination, held with (i) CapStar or its Affiliates and (ii) any other entities at the direction of, or as a result of Executive’s affiliation with, CapStar or its Affiliates. If for any reason this Section 5(f) is deemed to be insufficient to effectuate such resignations, then Executive shall, upon CapStar’s request, execute any documents or instruments that CapStar may deem necessary or desirable to effectuate such resignations. In addition, Executive hereby designates the Secretary or any Assistant Secretary of CapStar or its Affiliates to execute any such documents or instruments as Executive’s attorney-in-fact to effectuate such resignations if deemed by CapStar to be a more expedient means to effectuate such resignation or resignations.

6. **Obligations of CapStar upon Termination.**

(a) **Without Cause; Resignation for Good Reason.** If, during the Employment Period, (x) CapStar and its Affiliates terminate Executive's employment other than for Cause and other than due to Executive's death or Disability, or (y) Executive terminates employment for Good Reason, then, subject to Executive's execution within fifty (50) days following the Date of Termination, and non-revocation, of a release of claims in the form attached as **Exhibit A** (the "Release"), CapStar shall pay to Executive the following:

(i) the sum of (A) the portion of the Annual Base Salary due for the period through the Date of Termination to the extent not theretofore paid and (B) Executive's business expenses that have not been reimbursed by CapStar as of the Date of Termination that were incurred by Executive prior to the Date of Termination in accordance with the applicable policy of CapStar (the sum of the amounts described in clauses (A) and (B) shall be hereinafter referred to as the "Accrued Obligations"), which Accrued Obligations shall be paid as soon as practicable following the Date of Termination, but in any event within sixty (60) days following the Date of Termination;

(ii) any unpaid Annual Bonus earned by Executive in respect of the fiscal year of CapStar that was completed on or prior to the Date of Termination (the "Unpaid Annual Bonus"), which Unpaid Annual Bonus shall be paid in a lump sum in cash within sixty (60) days following the Date of Termination (other than any portion of such Unpaid Annual Bonus that was deferred, which portion shall instead be paid in accordance with the applicable deferral arrangement and any election thereunder);

(iii) an amount equal to the product of (x) the greater of (A) the Target Annual Bonus Opportunity for the fiscal year in which the Date of Termination occurs and (B) the average of the annual bonuses paid or payable to Executive in respect of the last three full fiscal years prior to the Date of Termination (or, if Executive was first employed by CapStar after the beginning of the earliest of such three fiscal years, the average of the bonuses paid or payable under such plan(s) in respect of the fiscal years ending before the Date of Termination during which Executive was employed by CapStar, with such bonus being annualized with respect to any such fiscal year if Executive was not employed by CapStar for the whole of such fiscal year) (such greater amount, the "Annual Bonus Amount") multiplied by (y) a fraction, the numerator of which is the number of days in the fiscal year in which the Date of Termination occurs through the Date of Termination, and the denominator of which is 365, payable in a lump sum within sixty (60) days following the Date of Termination;

(iv) an amount equal to the product of (A) the Severance Multiple multiplied by (B) the Annual Base Salary and Annual Bonus Amount, which shall be paid in a lump sum within sixty (60) days following the Date of Termination;

(v) an amount equal to the product of (A) the sum of (x) 125% of the monthly premiums for coverage under CapStar's or and its Affiliates' health care plans for purposes of continuation coverage under Section 4980B of the Code with respect to the maximum level of coverage in effect for Executive and Executive's dependents as of immediately prior to the Date of Termination, and (y) 125% of the monthly premium for coverage (based on the rate paid by CapStar and its Affiliates for active employees) under the life insurance plans of CapStar and its Affiliates, in each case, based on the plans and at the

levels of participation in which Executive participates as of immediately prior to the Date of Termination, *multiplied by* (B) the number of months in the Severance Period; and subject to Executive's payment of any applicable premiums, to the extent administratively practicable, CapStar shall permit Executive and Executive's spouse and dependents to continue to participate, at their own cost, in such health care plans during the Severance Period;

(vi) in order to maintain flexibility, the vesting of any unvested Equity Awards held by Executive as of the Date of Termination shall be determined in discussion with the Board and Executive considering the circumstances of the termination, it being understood that such treatment shall not be less favorable to Executive than that provided by the applicable plan and award agreements (the "**Equity Award Treatment**"); and

(vii) to the extent not theretofore paid or provided, CapStar shall timely pay or provide, in accordance with the terms of the applicable plan, program, policy, practice or contract, to Executive any other amounts or benefits required to be paid or provided or that Executive is eligible to receive under any plan, program, policy, practice or contract of CapStar or its Affiliates through the Date of Termination (such other amounts and benefits shall be hereinafter referred to as the "**Other Benefits**").

For the avoidance of doubt, if applicable, any amount payable pursuant to this Section 6(a) shall be determined without regard to any reduction in compensation that resulted in Executive's termination of employment for Good Reason. If Executive does not execute the Release within fifty (50) days following the Date of Termination, or if Executive revokes the Release, Executive shall be entitled to only the compensation and benefits contemplated by Sections 6(a)(i) and (vii). Other than as set forth in this Section 6(a), in the event of a termination of Executive's employment by CapStar without Cause (other than due to death or Disability), CapStar and its Affiliates shall have no further obligation to Executive under this Agreement.

(b) **Death; Disability.** If Executive's employment is terminated by reason of Executive's death or Disability during the Employment Period, this Agreement shall terminate without further obligations to Executive, other than for payment of the Accrued Obligations and the Unpaid Annual Bonus, provision of the Equity Award Treatment and the timely payment or provision of the Other Benefits. The Accrued Obligations and the Unpaid Annual Bonus shall be paid to Executive's estate (in the event of death) or Executive or Executive's legal representative (in the event of Disability), as applicable, on the same schedule as contemplated by Sections 6(a)(i)-(ii).

(c) **Other Termination.** If Executive's employment is terminated during the Employment Period for a reason other than those governed by Section 6(a) or (b) (including upon the expiration of the Employment Period following a Notice of Non-Renewal), this Agreement shall terminate without further obligations to Executive under this Agreement, other than for payment of the Accrued Obligations within sixty (60) days following the Date of Termination and the timely payment or provision of the Other Benefits.

(d) **Full Settlement.** The payments and benefits provided under this Section 6 shall be in full satisfaction of the obligations of CapStar and its Affiliates to Executive under this Agreement or any other plan, agreement, policy or arrangement of CapStar and its Affiliates

upon Executive's termination of employment, and in no event shall Executive be entitled to severance pay or benefits beyond those specified in this Section 6.

7. **No Mitigation.** In no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of any amounts payable to Executive under Section 6 and such amounts shall not be reduced whether or not Executive obtains other employment.

8. **Restrictive Covenants.** In consideration for Executive's continued employment and the compensation and benefits payable hereunder, Executive agrees to the covenants set forth below.

(a) **Confidential Information.** Executive shall hold in a fiduciary capacity for the benefit of CapStar all secret or confidential information, knowledge or data relating to CapStar or its Affiliates, and their respective businesses, which shall have been obtained by Executive during Executive's employment by CapStar or its Affiliates and which shall not be or become public knowledge (other than by acts by Executive or representatives of Executive in violation of this Agreement) (collectively, "**Confidential Information**"). After termination of Executive's employment with CapStar and its Affiliates, Executive shall not, without the prior written consent of CapStar or as may otherwise be required by law or legal process, communicate or divulge any such Confidential Information to anyone other than CapStar or its Affiliates and those designated by them. Notwithstanding the foregoing, "Confidential Information" shall not include (i) information that at the time of disclosure is already known to the receiving party without any restriction on its disclosure; (ii) information that is or subsequently comes into the possession of the receiving party from a third party without violation of any contractual or legal obligation; (iii) information that is independently developed by the receiving party without the use of Confidential Information or breach of this Agreement; or (iv) information that is otherwise required to be disclosed under applicable laws or regulations or in connection with a judicial or regulatory process.

(b) **Inventions and Patents.** Executive agrees that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information that relate to the actual or anticipated business, research and development or existing or future products or services of CapStar or its Affiliates, and that are conceived, developed or made by Executive during Executive's employment with CapStar or its Affiliates ("**Work Product**") belong to CapStar and its Affiliates. Executive shall promptly disclose such Work Product to CapStar and its Affiliates and perform all actions reasonably requested by CapStar and its Affiliates (whether during or after the Employment Period) to establish and confirm such ownership (including assignments, consents, powers of attorney and other instruments). To the fullest extent permitted by applicable law, all intellectual property (including patents, trademarks and copyrights) that are made, developed or acquired by Executive in the course of Executive's employment with CapStar or its Affiliates shall be and remain the absolute property of CapStar and its Affiliates, and Executive shall assist CapStar and its Affiliates in perfecting and defending their rights to such intellectual property.

(c) **Noncompetition.** Executive acknowledges that, in the course of Executive's employment with CapStar and its Affiliates, Executive has become familiar, or will

become familiar, with CapStar's and its Affiliates' trade secrets and with other Confidential Information concerning CapStar and its Affiliates, and that Executive's services have been and will be of special, unique and extraordinary value to CapStar and its Affiliates. Therefore, Executive agrees that, during the period commencing on the Effective Date and ending on the first anniversary of the Date of Termination (the "**Restricted Period**"), Executive shall not, directly or indirectly, own, become interested in, or become involved in any manner whatsoever in any business (including any bank, mortgage company or other financial institution) that is or will be similar to or competitive with any aspect of the business of CapStar or its Affiliates, which operates a bank branch or other business location, or otherwise competes, within fifty (50) miles of any bank branch or other business location of CapStar or its Affiliates, determined as of the date of termination of Executive's employment with CapStar and its Affiliates. Nothing herein shall prohibit Executive from being a passive owner of not more than 4.9% of the outstanding equity interest in any entity which is publicly traded, so long as Executive has no active participation in the business of such entity.

(d) **Nonsolicitation.** During the Restricted Period, Executive shall not directly or indirectly, except in the good faith performance of Executive's duties to CapStar or its Affiliates: (i) induce or attempt to induce any employee or independent contractor of CapStar or its Affiliates to leave CapStar or such Affiliate, or in any way interfere with the relationship between CapStar or such Affiliate, on the one hand, and any employee or independent contractor thereof, on the other hand; (ii) hire any person who was an employee or independent contractor of CapStar or its Affiliates until 12 months after such individual's relationship with CapStar or such Affiliate has been terminated; or (iii) induce or attempt to induce any customer (whether former or current), supplier, licensee or other business relation of CapStar or its Affiliates to cease doing business with CapStar or such Affiliate, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation, on the one hand, and CapStar or its Affiliates, on the other hand. Notwithstanding the foregoing, nothing in this Section 8(d) shall prohibit any advertisement or general solicitation (or hiring as a result thereof) that is not specifically targeted at CapStar's or its Affiliates' employees or other service providers.

(e) **Nondisparagement.** From and following the Effective Date, (i) Executive shall not make, either directly or by or through another person, any oral or written negative, disparaging or adverse statements or representations of or concerning CapStar or its Affiliates or their respective businesses, and (ii) CapStar and its Affiliates shall not make, either directly or by or through another person, any oral or written negative, disparaging or adverse statements or representations of or concerning Executive; provided, however, that, subject to Section 8(a), nothing herein shall prohibit either party from disclosing truthful information if legally required (whether by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process).

(f) **Return of Property.** Executive acknowledges that all documents, records, files, lists, equipment, computer, software or other property (including intellectual property) relating to the businesses of CapStar or any of its Affiliates, in whatever form (including electronic), and all copies thereof, that have been or are received or created by Executive while an employee of CapStar or its Affiliates are and shall remain the property of CapStar and its Affiliates, and Executive shall return such property to CapStar upon the Date of Termination and, in any event, at CapStar's request.

(g) **Trade Secrets; Whistleblower Rights.** CapStar hereby informs Executive that, notwithstanding any provision of this Agreement to the contrary, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. In addition, notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall impair Executive's rights under the whistleblower provisions of any applicable federal law or regulation or, for the avoidance of doubt, limit Executive's right to receive an award for information provided to any government authority under such law or regulation.

(h) **Executive Covenants Generally.**

(i) Executive's covenants as set forth in this Section 8 are from time to time referred to herein as the "**Executive Covenants.**" If any of the Executive Covenants is finally held to be invalid, illegal or unenforceable (whether in whole or in part), such Executive Covenant shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining Executive Covenants shall not be affected thereby; provided, however, that if any of the Executive Covenants is finally held to be invalid, illegal or unenforceable because it exceeds the maximum scope determined to be acceptable to permit such provision to be enforceable, such Executive Covenant shall be deemed to be modified to the minimum extent necessary to modify such scope in order to make such provision enforceable hereunder.

(ii) Executive acknowledges that CapStar and its Affiliates have (A) expended and will continue to expend substantial amounts of time, money and effort to develop business strategies, employee, customer and other relationships and goodwill to build an effective organization, and (B) a legitimate business interest in and right to protect their Confidential Information, goodwill and employee, customer and other relationships.

(iii) Executive understands that the Executive Covenants may limit Executive's ability to earn a livelihood in a business similar to the business of CapStar, and Executive represents that Executive's experience and capabilities are such that Executive has other opportunities to earn a livelihood and adequate means of support for Executive and Executive's dependents.

(iv) Any termination of Executive's employment, the Employment Period or this Agreement shall have no effect on the continuing operation of this Section 8.

(v) Executive acknowledges that CapStar would be irreparably injured by a violation of this Section 8 and that it is impossible to measure in money the damages that will accrue to CapStar by reason of a failure by Executive to perform any of Executive's

obligations under this Section 8. Accordingly, if CapStar institutes any action or proceeding to enforce any of the provisions of this Section 8, to the extent permitted by applicable law, Executive hereby waives the claim or defense that CapStar has an adequate remedy at law, and Executive shall not urge in any such action or proceeding the defense that any such remedy exists at law. Furthermore, in addition to other remedies that may be available, CapStar shall be entitled (without the necessity of showing economic loss or other actual damage) to specific performance and other injunctive relief, without the requirement to post bond, in any court of competent jurisdiction for any actual or threatened breach of any of the covenants set forth in this Section 8. The Restricted Period shall be tolled during (and shall be deemed automatically extended by) any period during which Executive is in violation of the provisions of Section 8(c) or (d), as applicable.

9. **Change in Control.** If a “Change in Control” (as defined in the Change in Control Continuity Agreement, entered into by and between Capstar and Executive (the “**CIC Agreement**”)) occurs while Executive is employed by the Company or its Affiliates, the CIC Agreement shall supersede and replace this Agreement; provided, however, the terms of Section 8 of this Agreement shall continue to apply following such Change in Control.

10. **Indemnification.** CapStar shall indemnify Executive and hold Executive harmless to the fullest extent permitted by applicable law against and in respect of any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses, losses, and damages resulting from Executive’s good faith performance of Executive’s duties and obligations with CapStar and its Affiliates. CapStar shall cover Executive under directors’ and officers’ liability insurance both during and, while potential liability exists, after employment in the same amount and to the same extent as CapStar covers its other officers and directors. These obligations shall survive the termination of Executive’s employment with CapStar and its Affiliates.

11. **Miscellaneous.**

(a) **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to principles of conflict of laws. The parties irrevocably submit to the jurisdiction of any state or federal court sitting in or for Nashville, Tennessee with respect to any dispute arising out of or relating to this Agreement, and each party irrevocably agrees that all claims in respect of such dispute or proceeding shall be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the venue of any dispute arising out of or relating to this Agreement or the transactions contemplated hereby brought in such court or any defense of inconvenient forum for the maintenance of such dispute or proceeding. Each party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. **THE PARTIES HEREBY WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT OR ASSERTED BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.**

(a) **Notices.** All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive: To the most recent address on file with CapStar.

If to CapStar: CapStar Financial Holdings, Inc.
1201 Demonbreun St. Suite 700
Nashville, TN 37203
Attention: Secretary

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(b) **Acknowledgements.** Prior to execution of this Agreement, Executive was advised by CapStar of Executive's right to seek independent advice from an attorney of Executive's own selection and at Executive's own expense regarding this Agreement. Executive acknowledges that Executive has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. Executive further represents that, in entering into this Agreement, Executive is not relying on any statements or representations made by any of the directors, officers, employees or agents of CapStar that are not expressly set forth herein, and that Executive is relying only upon Executive's own judgment and any advice provided by Executive's attorney.

(c) **Cooperation.** Executive agrees that upon the request of CapStar or its Affiliates following Executive's termination of employment, Executive shall use reasonable efforts to assist and cooperate with CapStar and its Affiliates in connection with the defense or prosecution of any claim that may be made against or by CapStar or its Affiliates, or in connection with any ongoing or future investigation or dispute or claim of any kind involving CapStar or its Affiliates, including any proceedings before any arbitral, administrative, regulatory, judicial, legislative or other body or agency.

(d) **Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(e) **Survivability.** The provisions of this Agreement that by their terms call for performance subsequent to the termination of either Executive's employment or this Agreement (including the terms of Sections 6, 8, 9 and 10) shall so survive such termination.

(f) **Section Headings; Construction.** The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection

with, the interpretation hereof. For purposes of this Agreement, the term “including” shall mean “including, without limitation.”

(g) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(h) **Tax Withholding.** CapStar may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(i) **Section 409A.**

(i) **General.** It is intended that payments and benefits made or provided under this Agreement shall not result in penalty taxes or accelerated taxation pursuant to Section 409A of the Code. Any payments that qualify for the “short-term deferral” exception, the separation pay exception or another exception under Section 409A of the Code shall be paid under the applicable exception. For purposes of the limitations on nonqualified deferred compensation under Section 409A of the Code, each payment of compensation under this Agreement shall be treated as a separate payment of compensation. All payments to be made upon a termination of employment under this Agreement may only be made upon a “separation from service” under Section 409A of the Code to the extent necessary in order to avoid the imposition of penalty taxes on Executive pursuant to Section 409A of the Code. In no event may Executive, directly or indirectly, designate the calendar year of any payment under this Agreement, and to the extent required by Section 409A of the Code, any payment that may be paid in more than one taxable year (depending on the time that Executive executes the Release) shall be paid in the later taxable year.

(ii) **Reimbursements and In-Kind Benefits.** Notwithstanding anything to the contrary in this Agreement, all reimbursements and in-kind benefits provided under this Agreement that are subject to Section 409A of the Code shall be made in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (A) any reimbursement is for expenses incurred during Executive’s lifetime (or during a shorter period of time specified in this Agreement); (B) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year; (C) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred; and (D) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(iii) **Delay of Payments.** Notwithstanding any other provision of this Agreement to the contrary, if Executive is considered a “specified employee” for purposes of Section 409A of the Code (as determined in accordance with the methodology established by CapStar and its Affiliates as in effect on the Termination Date), any payment that constitutes nonqualified deferred compensation within the meaning of Section 409A of the Code that is otherwise due to Executive under this Agreement during the six-month period immediately following Executive’s separation from service (as determined in accordance with Section 409A

of the Code) on account of Executive's separation from service shall be accumulated and paid to Executive on the first business day of the seventh month following Executive's separation from service (the "**Delayed Payment Date**"), to the extent necessary to prevent the imposition of tax penalties on Executive under Section 409A of the Code. If Executive dies during the postponement period, the amounts and entitlements delayed on account of Section 409A of the Code shall be paid to the personal representative of Executive's estate on the first to occur of the Delayed Payment Date or 30 calendar days after the date of Executive's death.

(j). **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto in respect of the terms and conditions of Executive's employment with CapStar and its Affiliates, including Executive's severance entitlements, and, as of the Effective Date, supersedes and cancels in their entirety all prior understandings, agreements and commitments, whether written or oral, relating to the terms and conditions of employment between Executive, on the one hand, and CapStar or its Affiliates, on the other hand. For the avoidance of doubt, the Employment Agreement between the Company, the Bank, and Executive, dated as of September 14, 2021 shall terminate as of immediately prior to the Effective Date and be of no further force or effect.

(k). **Amendments.** No provision of this Agreement shall be modified or amended except by an instrument in writing duly executed by the parties hereto. No custom, act, payment, favor or indulgence shall grant any additional right to Executive or be deemed a waiver by CapStar of any of Executive's obligations hereunder or release Executive therefrom or impose any additional obligation upon CapStar. No waiver by any party of any breach by the other party of any term or provision hereof shall be deemed to be an assent or waiver by any party to or of any succeeding breach of the same or any other term or provision.

(l). **Successors.** This Agreement is personal to Executive and without the prior written consent of CapStar shall not be assignable by Executive other than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives. This Agreement shall inure to the benefit of and be binding upon CapStar and its successors and assigns. As used in this Agreement, "Company" and "Bank" shall mean the Company and the Bank as hereinbefore defined and any successor to their respective businesses and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

[Signature page follows]

IN WITNESS WHEREOF, the Company, the Bank and Executive have caused this Agreement to be duly executed and delivered, effective as of the Effective Date.

/s/ Kenneth E. Webb
Kenneth E. Webb

CAPSTAR FINANCIAL HOLDINGS

By: /s/ Jennie O'Bryan
Jennie O'Bryan
Chief Administrative Officer

CAPSTAR BANK

By: /s/ Jennie O'Bryan
Jennie O'Bryan
Chief Administrative Officer

GENERAL RELEASE OF CLAIMS

THIS GENERAL RELEASE OF CLAIMS (this “**Release**”) is executed by Ken Webb (“**Executive**”) as of the date set forth on the signature page hereto. For purposes of this Release, reference is made to the Employment Agreement (the “**Employment Agreement**”), dated as of June 1, 2022, by and among CapStar Financial Holdings, a Tennessee corporation (the “**Company**”), CapStar Bank, a Tennessee banking corporation and a direct, wholly-owned subsidiary of the Company (the “**Bank**” and, together with the Company, “**CapStar**”) and Executive. Terms that are capitalized but not defined herein shall have the meanings set forth in the Employment Agreement.

1. **General Release and Waiver of Claims.**

(m). **Release.** In consideration of the payments and benefits afforded under the Employment Agreement, and after consultation with counsel, Executive and each of Executive’s respective heirs, executors, administrators, representatives, agents, successors and assigns (collectively, the “**Releasers**”) hereby irrevocably and unconditionally release and forever discharge CapStar and its Affiliates and each of its officers, employees, directors and agents (“**Releasees**”) from any and all claims, actions, causes of action, rights, judgments, obligations, damages, demands, accountings or liabilities of whatever kind or character (collectively, “**Claims**”) that the Releasers may have arising out of Executive’s employment relationship with and service as an employee, officer or director of CapStar and its Affiliates, and the termination of any such relationship or service, in each case up to and including the date Executive executes this Release. Executive acknowledges that the foregoing sentence includes Claims arising under Federal, state or local laws, statutes, orders or regulations that relate to the employment relationship or prohibiting employment discrimination, including Claims under Title VII of the Civil Rights Act of 1964; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act of 1974; the Immigration Reform and Control Act; the Sarbanes-Oxley Act of 2002; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act; the Equal Pay Act; the Fair Credit Reporting Act; Occupational Safety and Health Act; the federal Fair Labor Standards Act; and any other federal, state or local civil, human rights, bias, whistleblower, discrimination, retaliation, compensation, employment, labor or other local, state or federal law, regulation or ordinance.

(n). **Exceptions to Release.** Notwithstanding anything contained herein to the contrary, this Release specifically excludes and shall not affect: (i) the obligations of CapStar or its Affiliates set forth in the Employment Agreement and to be performed after the date hereof, including without limitation under in Sections 6, 9 and 10 thereof, or under any other benefit plan, agreement, arrangement or policy of CapStar or its Affiliates that is applicable to Executive and that, in each case, by its terms, contains obligations that are to be performed after the date hereof by CapStar or its Affiliates; (ii) any indemnification or similar rights Executive has as a current or former officer, director, employee or agent of CapStar or its Affiliates, including, without limitation, any and all rights thereto under applicable law, the certificate of incorporation, bylaws or other governance documents or such entities, or any rights with respect to coverage under any directors’ and officers’ insurance policies and/or indemnification agreements; (iii) any Claim the Releasers may have as the holder or beneficial owners of

securities of CapStar or its Affiliates; (iv) rights to accrued but unpaid salary, paid time off, vacation or other compensation due through the date of termination of employment; (v) any unreimbursed business expenses; (vi) benefits or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; and (vii) any Claims that may arise in the future from events or actions occurring after the date Executive executes this Release or that Executive may not by law release through an agreement such as this.

(o) **Specific Release of ADEA Claims.** In further consideration of the payments and benefits provided to Executive under the Employment Agreement, the Releasers hereby unconditionally release and forever discharge the Releasees from any and all Claims that the Releasers may have as of the date Employee signs this Release arising under the Federal Age Discrimination in Employment Act of 1967, as amended, and the applicable rules and regulations promulgated thereunder ("ADEA"). By signing this Release, Executive hereby acknowledges and confirms the following: (i) Executive was advised by CapStar in connection with Executive's termination of employment to consult with an attorney of Executive's choice prior to signing this Release and to have such attorney explain to Executive the terms of this Release, including, without limitation, the terms relating to Executive's release of claims arising under ADEA, and Executive has in fact consulted with an attorney; (ii) Executive was given a period of not fewer than **[twenty-one (21)] [forty-five (45)]** calendar days to consider the terms of this Release and to consult with an attorney of Executive's choosing with respect thereto; and (iii) Executive knowingly and voluntarily accepts the terms of this Release. Executive also understands that Executive has seven (7) calendar days following the date on which Executive signs this Release within which to revoke the release contained in this Section 1(c), by providing CapStar with a written notice of Executive's revocation of the release and waiver contained in this Section 1(c).

(p) **No Assignment.** Executive represents and warrants that Executive has not assigned any of the Claims being released under this Release.

2. **Proceedings.** Executive has not filed, and agrees not to initiate or cause to be initiated on Executive's behalf, any complaint, charge, claim or proceeding against the Releasees with respect to any Claims released under Section 1(a) or (c) before any local, state or federal agency, court or other body (each, individually, a "**Proceeding**"), and agrees not to participate voluntarily in any Proceeding involving such Claims; provided, however, and subject to the immediately following sentence, nothing set forth here in intended to or shall interfere with Executive's right to participate in a Proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws, nor shall this Release prohibit Executive from cooperating with any such agency in its investigation. Executive waives any right Executive may have to benefit in any manner from any relief (whether monetary or otherwise) arising out of any Proceeding involving such Claims, provided that the foregoing shall not apply to any legally protected whistleblower rights (including under Rule 21F under the Securities Exchange Act of 1934, as amended). For the avoidance of doubt, the term Proceeding shall not include any complaint, charge, claim or proceeding with respect to the obligations of CapStar to Executive under the Employment Agreement or in respect of any other matter described in Section 1(b), and Executive retains all of Executive's rights in connection with the same.

3. **Severability.** In the event any provision or part of this Release is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Release, will be inoperative.

4. **No Admission.** Nothing contained in this Release will be deemed or construed as an admission of wrongdoing or liability on the part of the Releasees.

5. **Governing Law and Venue.** All matters affecting this Release, including the validity thereof, are to be governed by, and interpreted and construed in accordance with, the laws of the State of Tennessee applicable to contracts executed in and to be performed in that State.

6. **Counterparts.** This Release may be executed in counterparts and each counterpart will be deemed an original.

7. **Notices.** All notices, requests, demands or other communications under this Release shall be in writing and shall be deemed to have been duly given when delivered in person or deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, to the party to whom such notice is being given as follows:

As to Employee: Executive's last address on the books and records of CapStar

As to CapStar: [ADDRESS AS OF DATE OF RELEASE]

Any party may change his, her or its address or the name of the person to whose attention the notice or other communication shall be directed from time to time by serving notice thereof upon the other party as provided herein.

EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS READ THIS RELEASE AND THAT EXECUTIVE FULLY KNOWS, UNDERSTANDS AND APPRECIATES ITS CONTENTS, AND THAT EXECUTIVE HEREBY EXECUTES THE SAME AND MAKES THIS RELEASE AND THE RELEASE PROVIDED FOR HEREIN VOLUNTARILY AND OF EXECUTIVE'S OWN FREE WILL.

IN WITNESS WHEREOF, Executive has executed this Release on the date set forth below.

Webb _____ Ken

Date of Execution: _____

CHANGE IN CONTROL CONTINUITY AGREEMENT

THIS CHANGE IN CONTROL CONTINUITY AGREEMENT (this “**Agreement**”) is made and entered into, as of June 1, 2022, by and among CapStar Financial Holdings, a Tennessee corporation (the “**Company**”), CapStar Bank, a Tennessee banking corporation and a direct, wholly-owned subsidiary of the Company (the “**Bank**” and, together with the Company, “**CapStar**”) and **Ken Webb** (“**Executive**”).

WHEREAS, the Board of Directors of the Company (the “**Board**”) and the Board of Directors of the Bank (the “**Bank Board**”) have determined that it is in the best interests of the Company, the Bank and their respective stockholders to assure that CapStar will have the continued dedication of Executive, notwithstanding the possibility, threat or occurrence of a Change in Control (as defined below); and

WHEREAS, the Board and the Bank Board believe it is imperative to diminish the inevitable distraction of Executive by virtue of the personal uncertainties and risks created by a pending or threatened Change in Control and to encourage Executive’s full attention and dedication to CapStar and in the event of any threatened or pending Change in Control, and to provide Executive with compensation and benefits arrangements upon a Change in Control that are competitive with those of other companies.

NOW, THEREFORE, in order to accomplish the foregoing objectives and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows.

1. **Certain Definitions.**

(a) “**Affiliate**” shall mean an entity controlled by, controlling or under common control with another entity (for the avoidance of doubt, the Company is an Affiliate of the Bank and vice versa).

(b) “**Change in Control**” shall mean:

(i) An acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended, or any successor thereto (the “**Exchange Act**”) (a “**Person**”) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (1) the then outstanding shares of common stock of the Company (the “**Outstanding Company Common Stock**”) or (2) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the “**Outstanding Company Voting Securities**”); provided, however, that for purposes of this subsection (i), the following acquisitions shall not constitute a Change in Control: (A) any acquisition directly from the Company; (B) any acquisition by the Company; (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company;

or (D) any acquisition by any entity pursuant to a transaction that complies with clauses (A), (B) and (C) of subsection (iii) of this Section 1(b);

(ii) A change in the composition of the Board such that the individuals who, as of the date of this Agreement, constitute the Board (the “**Incumbent Board**”) cease for any reason to constitute at least a majority of the Board; provided, however, that, any individual who becomes a member of the Board subsequent to the date of this Agreement whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least a majority of those individuals who are members of the Board and who were also members of the Incumbent Board (or deemed to be such pursuant to this proviso) shall be considered as though such individual were a member of the Incumbent Board; provided further, that any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board shall not be considered as a member of the Incumbent Board;

(iii) The consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its subsidiaries or sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or securities of another entity by the Company or any of its subsidiaries (a “**Business Combination**”), in each case, unless, following such Business Combination: (A) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock (or, for a noncorporate entity, equivalent securities) and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors (or, for a noncorporate entity, equivalent securities), as the case may be, of the entity resulting from such Business Combination (including an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be; (B) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then outstanding shares of common stock (or, for a noncorporate entity, equivalent securities) of the entity resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such entity except to the extent that such ownership existed prior to the Business Combination; and (C) at least a majority of the members of the board of directors (or, for a noncorporate entity, equivalent body or committee) of the entity resulting from such Business Combination were members of the Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(iv) dissolution of the Company.

The approval by the shareholders of the Company of a complete liquidation or

(c) **“Change in Control Period”** shall mean the period commencing on June 1, 2022 and ending on the third anniversary of the date thereof; provided that at the end of each month of the Change in Control Period, the Change in Control Period shall extend automatically for an additional month, such that Change in Control Period shall expire on the third anniversary of such extension date, until any party provides the other parties advance written notice of its desire to cease extending the Change in Control Period. If the Change in Control Period expires by its terms due to either CapStar’s or Executive’s non-renewal, all parties’ obligations under this Agreement shall cease upon expiration of the Change in Control Period.

(d) **“CIC Effective Date”** shall mean the first date during the Change in Control Period on which a Change in Control occurs. Notwithstanding anything in this Agreement to the contrary, if (i) Executive’s employment with CapStar is terminated by CapStar, (ii) the Date of Termination is prior to the date on which a Change in Control occurs, and (iii) it is reasonably demonstrated by Executive that such termination of employment (A) was at the request of a third party that has taken steps reasonably calculated to effect a Change in Control or (B) otherwise arose in connection with or anticipation of a Change in Control, then for all purposes of this Agreement, the “CIC Effective Date” means the date immediately prior to such Date of Termination.

(e) **“Code”** shall mean the Internal Revenue Code of 1986, as amended, together with the regulations and other guidance promulgated thereunder.

(f) **“Severance Multiple”** shall mean 1

(g) **“Severance Period”** shall mean a number of years following the Date of Termination equal to the Severance Multiple.

2. **Employment Period.** CapStar hereby agrees to continue Executive in its employ, and Executive hereby agrees to remain in the employ of CapStar subject to the terms and conditions of this Agreement, for the period commencing on the CIC Effective Date and ending on the third anniversary of such date (the **“Employment Period”**). The Employment Period shall terminate upon Executive’s termination of employment for any reason.

3. **Terms of Employment.**

(a) **Position and Duties.** (i) During the Employment Period, (A) Executive’s position (including status, offices, titles and reporting requirements), authority, duties and responsibilities shall be at least commensurate in all respects with the most significant of those held, exercised and assigned to Executive at any time during the 120-day period immediately preceding the CIC Effective Date, and (B) Executive’s services shall be performed at [CapStar’s principal executive offices, which are located in Nashville Tennessee, subject to business travel at CapStar’s request].

(i) During the Employment Period, and excluding any periods of vacation and sick leave to which Executive is entitled, Executive agrees to devote reasonable attention and time during normal business hours to the business and affairs of CapStar and, to the extent necessary to discharge the responsibilities assigned to Executive hereunder, to use Executive's reasonable best efforts to perform faithfully and efficiently such responsibilities. During the Employment Period it shall not be a violation of this Agreement for Executive to (A) serve on corporate, civic or charitable boards or committees, (B) deliver lectures, fulfill speaking engagements or teach at educational institutions and (C) manage personal investments, so long as such activities do not significantly interfere with the performance of Executive's responsibilities as an employee of CapStar in accordance with this Agreement. It is expressly understood and agreed that to the extent that any such activities have been conducted by Executive prior to the CIC Effective Date, the continued conduct of such activities (or the conduct of activities similar in nature and scope thereto) subsequent to the CIC Effective Date shall not thereafter be deemed to interfere with the performance of Executive's responsibilities to CapStar.

(b) **Compensation.** (i) **Base Salary.** During the Employment Period, Executive shall receive an annual base salary ("**Annual Base Salary**"), that shall be paid at an annual rate, at least equal to twelve (12) *multiplied by* the highest monthly base salary paid or payable, including any base salary that has been earned but deferred, to Executive by CapStar and its Affiliates in respect of the twelve (12)-month period immediately preceding the month in which the CIC Effective Date occurs. The Annual Base Salary shall be paid at such intervals as CapStar pays executive salaries generally. During the Employment Period, the Annual Base Salary shall be periodically reviewed and increased in the same manner and proportion as the base salaries of other senior executives of CapStar and its Affiliates, but in no event shall such review and adjustment be more than twelve (12) months after the last salary increase awarded to Executive prior to the CIC Effective Date and thereafter at least annually. Any increase in Annual Base Salary shall not serve to limit or reduce any other obligation to Executive under this Agreement. Annual Base Salary shall not be reduced after any such increase and the term Annual Base Salary as utilized in this Agreement shall refer to Annual Base Salary as so increased.

(i) **Annual Bonus.** In addition to Annual Base Salary, Executive shall be awarded, for each fiscal year ending during the Employment Period, an annual bonus (the "**Annual Bonus**") in cash at least equal to the greater of (A) the target annual bonus opportunity for which Executive was eligible as of immediately prior to the CIC Effective Date and (B) the average of the annual bonuses paid or payable to Executive in respect of the last three full fiscal years prior to the CIC Effective Date (or, if Executive was first employed by CapStar after the beginning of the earliest of such three fiscal years, the average of the bonuses paid or payable under such plan(s) in respect of the fiscal years ending before the CIC Effective Date during which Executive was employed by CapStar, with such bonus being annualized with respect to any such fiscal year if Executive was not employed by CapStar for the whole of such fiscal year) (such greater amount, the "**Annual Bonus Amount**"). Each such Annual Bonus shall be paid no later than two and a half months after the end of the fiscal year for which the Annual Bonus is

awarded, unless Executive has elected to defer the receipt of such Annual Bonus pursuant to an arrangement that meets the requirements of Section 409A of the Code.

(i) **Equity Awards.** During the Employment Period, Executive shall be eligible to participate in the equity incentive plans and programs of CapStar and its Affiliates, as in effect from time to time.

(ii) **Savings and Retirement Plans.** During the Employment Period, Executive shall be entitled to participate in all savings and retirement plans, practices, policies and programs applicable generally to other peer executives of CapStar and its Affiliates, but in no event shall such plans, practices, policies and programs provide Executive with savings opportunities and retirement benefit opportunities, in each case, less favorable, in the aggregate, than the most favorable of those provided by CapStar and its Affiliates for Executive under such plans, practices, policies and programs as in effect at any time during the 120-day period immediately preceding the CIC Effective Date or, if more favorable to Executive, those provided generally at any time after the CIC Effective Date to other peer executives of CapStar and its Affiliates.

(iii) **Welfare and Insurance Benefit Plans.** During the Employment Period, Executive and/or Executive's dependents, as the case may be, shall be eligible for participation in and shall receive all benefits under welfare and insurance benefit plans, practices, policies and programs provided by CapStar and its Affiliates, including medical, prescription, dental, disability, salary continuance, employee life, group life, accidental death and travel accident insurance plans and programs ("**CapStar Welfare Benefit Plans**") to the extent applicable generally to other peer executives of CapStar and its Affiliates, but if the CapStar Welfare Benefit Plans provide Executive with benefits that are less favorable, in the aggregate, than the most favorable of such plans, practices, policies and programs in effect for Executive at any time during the 120-day period immediately preceding the CIC Effective Date or, if more favorable to Executive, those provided generally at any time after the CIC Effective Date (the "**Former CapStar Welfare Benefit Plans**"), CapStar shall provide Executive with supplemental arrangements (such as individual insurance coverage purchased by CapStar for Executive) such that the CapStar Welfare Benefit Plans together with such supplemental arrangements provide Executive with benefits that are at least as favorable, in the aggregate, as those provided by the Former CapStar Welfare Benefit Plans.

(iv) **Expenses.** During the Employment Period, Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by Executive in accordance with the most favorable policies, practices and procedures of CapStar and its Affiliates in effect for Executive at any time during the 120-day period immediately preceding the CIC Effective Date or, if more favorable to Executive, as in effect generally at any time thereafter with respect to other peer executives of CapStar and its Affiliates.

(v) **Fringe Benefits.** During the Employment Period, Executive shall be entitled to fringe benefits, including tax and financial planning services, payment of club dues, and, if applicable, use of an automobile and payment of related expenses, in

accordance with the most favorable plans, practices, programs and policies of CapStar and its Affiliates in effect for Executive at any time during the 120-day period immediately preceding the CIC Effective Date or, if more favorable to Executive, as in effect generally at any time thereafter with respect to other peer executives of CapStar and its Affiliates.

(vi) **Office and Support Staff.** During the Employment Period, Executive shall be entitled to an office or offices of a size and with furnishings and other appointments, and to personal secretarial and other assistance, at least equal to the most favorable of the foregoing provided to Executive by CapStar and its Affiliates at any time during the 120-day period immediately preceding the CIC Effective Date or, if more favorable to Executive, as provided generally at any time thereafter with respect to other peer executives of CapStar and its Affiliates.

(vii) **Vacation.** During the Employment Period, Executive shall be entitled to paid vacation, in each case in accordance with the most favorable plans, policies, programs and practices of CapStar and its Affiliates as in effect for Executive at any time during the 365-day period immediately preceding the CIC Effective Date or, if more favorable to Executive, as in effect generally at any time thereafter with respect to other peer executives of CapStar and its Affiliates.

4. **Termination of Employment.**

(a) **Death or Disability.** Executive's employment shall terminate automatically upon Executive's death during the Employment Period. If CapStar determines in good faith that the Disability of Executive has occurred during the Employment Period (pursuant to the definition of Disability set forth below), it may give to Executive written notice in accordance with Section 11(b) of its intention to terminate Executive's employment. In such event, Executive's employment with CapStar shall terminate effective on the 30th day after receipt of such notice by Executive (the "**Disability Date**"), provided that, within the 30 days after such receipt, Executive shall not have returned to full-time performance of Executive's duties. For purposes of this Agreement, "**Disability**" shall mean the absence of Executive from Executive's duties with CapStar on a full-time basis for 180 consecutive business days (or for 180 business days in any consecutive 365 days) as a result of incapacity due to mental or physical illness that is determined to be total and permanent by a physician selected by CapStar or its insurers and acceptable to Executive or Executive's legal representative.

(a) **Cause.** CapStar may terminate Executive's employment during the Employment Period with or without Cause. For purposes of this Agreement, "**Cause**" shall mean:

- (i) Executive's conviction of or plea of guilty or *nolo contendere* to a charge of commission of a felony; or

(ii) the willful engaging by Executive in illegal conduct or gross misconduct in the performance of Executive's duties to CapStar that is materially and demonstrably injurious to CapStar.

For purposes of this provision, no act or failure to act, on the part of Executive, shall be considered "willful" unless it is done, or omitted to be done, by Executive in bad faith or without reasonable belief that Executive's action or omission was in the best interests of CapStar and its Affiliates. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board, Bank Board (or a committee thereof), or if the Company is not the ultimate parent entity of the Company, the board of directors (or, for a non-corporate entity, equivalent governing body) of the ultimate parent of the Company (the "**Applicable Board**"), or based upon the advice of counsel for CapStar and its Affiliates shall be conclusively presumed to be done, or omitted to be done, by Executive in good faith and in the best interests of CapStar and its Affiliates. The cessation of employment of Executive shall not be deemed to be for Cause unless and until there shall have been delivered to Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding Executive if Executive is a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to Executive and Executive is given an opportunity, together with counsel for Executive, to be heard before the Applicable Board), finding that, in the good faith opinion of the Applicable Board, Executive is guilty of the conduct constituting grounds for termination for "Cause", and specifying the particulars thereof in detail.

(b) **Good Reason.** The Executive's employment may be terminated during the Employment Period by Executive for Good Reason or by Executive voluntarily without Good Reason. "**Good Reason**" means actions taken by CapStar or its Affiliates resulting in a material negative change in the employment relationship. For these purposes, a "material negative change in the employment relationship" shall include:

(i) The assignment to Executive of duties materially inconsistent with Executive's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities as contemplated by Section 3(a), or a material diminution in such position, authority, duties or responsibilities;

(ii) A material diminution in the authorities, duties or responsibilities of the person to whom Executive is required to report, including a requirement that Executive report to an officer or employee instead of reporting directly to the Applicable Board;

(iii) The failure to provide, in all material respects, any element of the compensation and benefits required to be provided to Executive in accordance with any of the provisions of Section 3(b), including any decrease in Executive's Annual Base Salary;

(iv) The requirement that Executive be based at (A) any office or location other than as provided in Section 3(a)(i)(B) resulting in a material increase in Executive's commute to and from Executive's primary residence (for this purpose an increase in Executive's commute by twenty (20) miles or more shall be deemed material); or (B) a location other than the principal executive offices of CapStar if Executive was employed at such location immediately preceding the CIC Effective Date;

(v) if Executive was a member of the Board as of immediately prior to the CIC Effective Date, the failure to appoint Executive to the Applicable Board and its Executive Committee (if such committee exists), or to nominate Executive for election by the applicable shareholders to the Applicable Board, or Executive's removal from the Applicable Board or Executive Committee (if such committee exists), as a result of not being reelected or otherwise; or

(vi) Any other action or inaction that constitutes a material breach by CapStar or its Affiliates of this Agreement, including any failure by CapStar to comply with and satisfy Section 11(l)(iii).

In order to invoke a termination for Good Reason, Executive shall provide written notice to CapStar of the existence of one or more of the conditions described in clauses (i) through (vi) within 90 days following Executive's knowledge of the initial existence of such condition or conditions, specifying in reasonable detail the conditions constituting Good Reason, and CapStar shall have 30 days following receipt of such written notice (the "**Cure Period**") during which it may remedy the condition. In the event that CapStar fails to remedy the condition constituting Good Reason during the applicable Cure Period, Executive's "separation from service" (within the meaning of Section 409A of the Code) must occur, if at all, within two years following the initial existence of such condition or conditions in order for such termination as a result of such condition to constitute a termination for Good Reason. The Executive's mental or physical incapacity following the occurrence of an event described above in clauses (i) through (vi) shall not affect Executive's ability to terminate employment for Good Reason and Executive's death following delivery of a Notice of Termination for Good Reason shall not affect Executive's estate's entitlement to severance payments benefits provided hereunder upon a termination of employment for Good Reason.

(c) **Incapacity.** The Executive's mental or physical incapacity following the occurrence of an event described in Section 4(c) shall not affect Executive's ability to terminate employment for Good Reason and Executive's death following delivery of a Notice of Termination for Good Reason shall not affect the entitlement of the estate of Executive to severance payments or benefits provided hereunder upon a termination of employment for Good Reason.

(d) **Notice of Termination.** Any termination of employment by CapStar for Cause, or by Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 11(b). For purposes of this Agreement, a "**Notice of Termination**" means a written notice that (i)

indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated and (iii) if the Date of Termination (as defined below) is other than the date of receipt of such notice, specifies the Date of Termination (which date shall be not more than 30 days after the giving of such notice) (subject to CapStar's right to cure in the case of a resignation for Good Reason). The failure by Executive or CapStar to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of Executive or CapStar, respectively, hereunder or preclude Executive or CapStar, respectively, from asserting such fact or circumstance in enforcing Executive's or CapStar's rights hereunder.

(e) **Date of Termination.** "Date of Termination" means (i) if Executive's employment is terminated by CapStar for Cause, or by Executive for Good Reason, the date of receipt of the Notice of Termination or any later date specified therein, as the case may be, (ii) if Executive's employment is terminated by CapStar other than for Cause or Disability, the date on which CapStar notifies Executive of such termination, (iii) if Executive resigns without Good Reason, the date on which Executive notifies CapStar of such termination and (iv) if Executive's employment is terminated by reason of death or Disability, the date of death of Executive or the Disability Date, as the case may be.

5. **Obligations of CapStar Upon Termination.**

(a) **Without Cause; Resignation for Good Reason.** If, during the Employment Period, (x) CapStar and its Affiliates terminate Executive's employment other than for Cause and other than due to Executive's death or Disability, or (y) Executive terminates employment for Good Reason, then:

(i) subject to Section 11(i), CapStar shall pay to Executive in a lump sum in cash within 30 days after the Date of Termination the aggregate of the following amounts:

(A) the sum of (I) Executive's Annual Base Salary through the Date of Termination to the extent not theretofore paid; (II) Executive's business expenses that are reimbursable pursuant to Section 3(b)(vi) but have not been reimbursed by CapStar as of the Date of Termination; and (III) Executive's Annual Bonus for the fiscal year immediately preceding the fiscal year in which the Date of Termination occurs, if such bonus has been determined but not paid as of the Date of Termination (the sum of the amounts described in subclauses (I), (II) and (III), the "**Accrued Obligations**"); and (IV) an amount equal to the product of (x) the Annual Bonus Amount and (y) a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination, *multiplied by* the denominator of which is 365 (the "**Pro Rata Bonus**"); provided, that notwithstanding the foregoing, if Executive has made an irrevocable election under any deferred compensation

arrangement subject to Section 409A of the Code to defer any portion of the Annual Base Salary or the Annual Bonus described in clause (I) or (III), then for all purposes of this Section 5 (including Sections 5(b) through 5(d)), such deferral election, and the terms of the applicable arrangement shall apply to the same portion of the amount described in such clause (I) or (III), and such portion shall not be considered as part of the “Accrued Obligations” but shall instead be an “Other Benefit” (as defined below); and

(B) the amount equal to the product of (I) the Severance Multiple, *multiplied by* (II) the sum of (x) Executive’s Annual Base Salary and (y) the Annual Bonus Amount;

(ii) any equity-based awards held by Executive as of the Date of Termination shall vest in full (with any performance goals deemed satisfied at the target level) and shall be settled within thirty (30) days following the Date of Termination (or such later date as required by Section 409A of the Code); provided that if the plan or award agreement governing such equity-based award provides for more favorable treatment, the terms of such plan or award agreement shall apply (the “**Equity Award Treatment**”); and

(iii) an amount equal to Company’s and its Affiliates’ contributions under the tax-qualified defined contribution plan and any excess or supplemental defined contribution plans sponsored by CapStar or its Affiliates, in which Executive participates as of immediately prior to the Date of Termination (or, if more favorable to Executive, the plans as in effect immediately prior to the CIC Effective Date) (collectively, the “**Savings Plans**”) that Executive would receive if Executive’s employment continued for the Severance Period, assuming for this purpose that (A) Executive is fully vested in the right to receive employer contributions under such plans; (B) Executive’s compensation during each year of the Severance Period is equal to the Annual Base Salary and the Annual Bonus Amount, and such amounts are paid in equal installments ratably over each year of the Severance Period; (C) Executive received an Annual Bonus with respect to the year in which the Date of Termination occurs equal to the Pro Rata Bonus, unless a contribution in respect of such Annual Bonus has already been credited to Executive under the Savings Plans; (D) the amount of any such employer contributions is equal to the maximum amount that could be provided under the terms of the applicable Savings Plans for the year in which the Date of Termination occurs (or, if more favorable to Executive, or in the event that as of the Date of Termination the amount of any such contributions for such year is not determinable, the amount of contribution that could be provided under the Savings Plans for the plan year ending immediately prior to the CIC Effective Date) for a participant whose compensation is as provided in clauses (B) and (C) above; and (E) to the extent that the employer contributions are determined based on the contributions or deferrals of Executive, disregarding Executive’s actual contributions or deferral elections as of the Date of Termination and assuming that Executive had elected to participate in the Savings Plans and to defer that

percentage of Annual Base Salary and/or Annual Bonus under the Savings Plans that would result in the maximum possible employer contribution;

(iv) an amount equal to the product of (A) the sum of (x) 125% of the monthly premiums for coverage under CapStar's or and its Affiliates' health care plans for purposes of continuation coverage under Section 4980B of the Code with respect to the maximum level of coverage in effect for Executive and Executive's dependents as of immediately prior to the Date of Termination, and (y) 125% of the monthly premium for coverage (based on the rate paid by CapStar and its Affiliates for active employees) under the life insurance plans of CapStar and its Affiliates, in each case, based on the plans and at the levels of participation in which Executive participates as of immediately prior to the Date of Termination (or, if more favorable to Executive, the plans as in effect immediately prior to the CIC Effective Date), *multiplied by* (B) the number of months in the Severance Period; and subject to Executive's payment of any applicable premiums, to the extent administratively practicable, CapStar shall permit Executive and Executive's spouse and dependents to continue to participate, at their own cost, in such health care plans during the Severance Period;

(v) CapStar shall, at its sole expense as incurred, provide Executive with outplacement services the scope and provider of which shall be selected by Executive in Executive's sole discretion, but the cost thereof shall not exceed \$25,000; provided that such outplacement benefits shall end not later than the last day of the second calendar year that begins after the Date of Termination; and

(vi) except as otherwise set forth in the last sentence of Section 6, to the extent not theretofore paid or provided, CapStar and its Affiliates shall timely pay or provide to Executive any other amounts or benefits required to be paid or provided or that Executive is eligible to receive under any plan, program, policy or practice or contract or agreement of CapStar and its Affiliates (such other amounts and benefits shall be hereinafter referred to as the "**Other Benefits**") in accordance with the terms of the underlying plans or agreements.

(b) **Death.** If Executive's employment is terminated by reason of Executive's death during the Employment Period, CapStar shall provide Executive's estate or beneficiaries with the Accrued Obligations, the Pro Rata Bonus, the Equity Award Treatment and the timely payment or delivery of the Other Benefits, and shall have no other severance obligations under this Agreement. The Accrued Obligations and the Pro Rata Bonus shall be paid to Executive's estate or beneficiary, as applicable, in a lump sum in cash within 30 days of the Date of Termination (subject to the proviso set forth in Section 5(a)(i)(A) to the extent applicable). With respect to the provision of the Other Benefits, the term "Other Benefits" as utilized in this Section 5(b) shall include, and Executive's estate and/or beneficiaries shall be entitled to receive, benefits at least equal to the most favorable benefits provided by CapStar and its Affiliates to the estates and beneficiaries of peer executives of CapStar and such Affiliates under such plans, programs, practices and policies relating to death benefits, if any, as in effect with respect

to other peer executives and their beneficiaries at any time during the 120-day period immediately preceding the CIC Effective Date or, if more favorable to Executive's estate and/or Executive's beneficiaries, as in effect on the date of Executive's death with respect to other peer executives of CapStar and its Affiliates and their beneficiaries.

(c) **Disability.** If Executive's employment is terminated by reason of Executive's Disability during the Employment Period, CapStar shall provide Executive with the Accrued Obligations, Pro Rata Bonus and Equity Award Treatment and the timely payment or delivery of the Other Benefits in accordance with the terms of the underlying plans or agreements, and shall have no other severance obligations under this Agreement. The Accrued Obligations and the Pro Rata Bonus shall be paid to Executive in a lump sum in cash within 30 days of the Date of Termination (subject to the proviso set forth in Section 5(a)(i)(A) to the extent applicable). With respect to the provision of the Other Benefits, the term "Other Benefits" as utilized in this Section 5(c) shall include, and Executive shall be entitled after the Disability Date to receive, without limitation, disability and other benefits (either pursuant to a plan, program, practice or policy or an individual arrangement) at least equal to the most favorable of those generally provided by CapStar and its Affiliates to disabled executives and/or their dependents in accordance with such plans, programs, practices and policies relating to disability, if any, as in effect generally with respect to other peer executives and their dependents at any time during the 120-day period immediately preceding the CIC Effective Date or, if more favorable to Executive and/or Executive's dependents, as in effect at any time thereafter generally with respect to other peer executives of CapStar and its Affiliates and their dependents.

(d) **Cause; Other Than for Good Reason.** If Executive's employment is terminated for Cause during the Employment Period, CapStar shall provide Executive with Executive's Annual Base Salary (subject to the proviso set forth in Section 5(a)(i)(A) to the extent applicable) through the Date of Termination, and the timely payment or delivery of the Other Benefits, and shall have no other severance obligations under this Agreement. If Executive voluntarily terminates employment during the Employment Period, excluding a termination for Good Reason, CapStar shall provide to Executive the Accrued Obligations and the timely payment or delivery of the Other Benefits and shall have no other severance obligations under this Agreement. In each case, the Accrued Obligations and the Pro Rata Bonus shall be paid to Executive in a lump sum in cash within 30 days of the Date of Termination (subject to the proviso set forth in Section 5(a)(i)(A) to the extent applicable).

6. **Non-exclusivity of Rights.** Nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any plan, program, policy or practice provided by CapStar or any of its Affiliates and for which Executive may qualify, nor, subject to Section 11(j), shall anything herein limit or otherwise affect such rights as Executive may have under any other contract or agreement with CapStar or its Affiliates. Amounts that are vested benefits or that Executive is otherwise entitled to receive under any plan, policy, practice or program of or any contract or agreement with CapStar or any of its Affiliates at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement except as explicitly modified by this Agreement. Without limiting the

generality of the foregoing, Executive's resignation under this Agreement with or without Good Reason shall in no way affect Executive's ability to terminate employment by reason of Executive's "retirement" under any compensation and benefits plans, programs or arrangements of CapStar or its Affiliates, including any retirement or pension plans or arrangements or to be eligible to receive benefits under any compensation or benefit plans, programs or arrangements of CapStar or any of its Affiliates, including any retirement or pension plan or arrangement of CapStar or any of its Affiliates or substitute plans adopted by CapStar or its successors, and any termination that otherwise qualifies as Good Reason shall be treated as such even if it is also a "retirement" for purposes of any such plan. Notwithstanding the foregoing, if Executive receives payments and benefits pursuant to Section 5(a) of this Agreement, Executive shall not be entitled to any severance pay or benefits under any severance plan, program or policy of CapStar and its Affiliates, unless otherwise specifically provided therein in a specific reference to this Agreement.

7. **Full Settlement; Legal Fees.**

(a) **Full Settlement.** CapStar's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action that CapStar may have against Executive or others. In no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not Executive obtains other employment.

(a) **Legal Fees.** CapStar shall pay as incurred (within ten (10) days following CapStar's receipt of an invoice from Executive), at any time from the CIC Effective Date through Executive's remaining lifetime (or, if longer, through the twentieth (20th) anniversary of the CIC Effective Date) to the full extent permitted by law, all legal fees and expenses that Executive may reasonably incur as a result of any contest (regardless of the outcome thereof) by CapStar, Executive or others of the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof whether such contest is between CapStar and Executive or between either of them and any third party, and (including as a result of any contest by Executive about the amount of any payment pursuant to this Agreement), plus in each case interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code ("**Interest**") determined as of the date such legal fees and expenses were incurred.

8. **Treatment of Certain Payments.**

(a) Anything in the Agreement to the contrary notwithstanding, in the event the Accounting Firm (as defined below) shall determine that receipt of all Payments (as defined below) would subject Executive to the excise tax under Section 4999 of the Code, the Accounting Firm shall determine whether to reduce any of the Payments paid or payable pursuant to the Agreement (the "**Agreement Payments**") so that the Parachute Value (as defined below) of all Payments, in the aggregate, equals the

Safe Harbor Amount (as defined below). The Agreement Payments shall be so reduced only if the Accounting Firm determines that Executive would have a greater Net After-Tax Receipt (as defined below) of aggregate Payments if the Agreement Payments were so reduced. If the Accounting Firm determines that Executive would not have a greater Net After-Tax Receipt (as defined below) of aggregate Payments if the Agreement Payments were so reduced, Executive shall receive all Agreement Payments to which Executive is entitled hereunder.

(b) If the Accounting Firm determines that aggregate Agreement Payments should be reduced so that the Parachute Value of all Payments, in the aggregate, equals the Safe Harbor Amount, CapStar shall promptly give Executive notice to that effect and a copy of the detailed calculation thereof. All determinations made by the Accounting Firm under this Section 8 shall be binding upon CapStar and Executive and shall be made as soon as reasonably practicable and in no event later than 15 days following the date of Termination of Employment. For purposes of reducing the Agreement Payments so that the Parachute Value of all Payments, in the aggregate, equals the Safe Harbor Amount, only amounts payable under the Agreement (and no other Payments) shall be reduced. The reduction of the amounts payable hereunder, if applicable, shall be made by reducing the payments and benefits under the following sections in the following order: (i) cash payments that may not be valued under Treas. Reg. § 1.280G-1, Q&A-24(c) (“**24(c)**”); (ii) equity-based payments that may not be valued under 24(c); (iii) cash payments that may be valued under 24(c); (iv) equity-based payments that may be valued under 24(c); and (v) other types of benefits. With respect to each category of the foregoing, such reduction shall occur first with respect to amounts that are not “deferred compensation” within the meaning of Section 409A of the Code and next with respect to payments that are deferred compensation, in each case, beginning with payments or benefits that are to be paid the farthest in time from the Accounting Firm’s determination. All fees and expenses of the Accounting Firm shall be borne solely by CapStar.

(c) To the extent requested by Executive, CapStar shall cooperate with Executive in good faith in valuing, and the Accounting Firm shall take into account the value of, services provided or to be provided by Executive (including Executive’s agreeing to refrain from performing services pursuant to a covenant not to compete or similar covenant, before, on or after the date of a change in ownership or control of CapStar (within the meaning of Q&A-2(b) of the final regulations under Section 280G of the Code), such that payments in respect of such services may be considered reasonable compensation within the meaning of Q&A-9 and Q&A-40 to Q&A-44 of the final regulations under Section 280G of the Code and/or exempt from the definition of the term “parachute payment” within the meaning of Q&A-2(a) of the final regulations under Section 280G of the Code in accordance with Q&A-5(a) of the final regulations under Section 280G of the Code.

(d) The following terms shall have the following meanings for purposes of this Section 8:

(i) “**Accounting Firm**” shall mean a nationally recognized certified public accounting firm or other professional organization that is a certified public accounting firm recognized as an expert in determinations and calculations for purposes of Section 280G of the Code that is selected by CapStar prior to a Change in Control for purposes of making the applicable determinations hereunder and is reasonably acceptable to Executive, which firm shall not, without Executive’s consent, be a firm serving as accountant or auditor for the individual, entity or group effecting the Change in Control.

(ii) “**Net After-Tax Receipt**” shall mean the present value (as determined in accordance with Sections 280G(b)(2)(A)(ii) and 280G(d)(4) of the Code) of a Payment net of all taxes imposed on Executive with respect thereto under Sections 1 and 4999 of the Code and under applicable state and local laws, determined by applying the highest marginal rate under Section 1 of the Code and under state and local laws which applied to Executive’s taxable income for the immediately preceding taxable year, or such other rate(s) as the Accounting Firm determines to be likely to apply to Executive in the relevant tax year(s).

(iii) “**Parachute Value**” of a Payment shall mean the present value as of the date of the change of control for purposes of Section 280G of the Code of the portion of such Payment that constitutes a “parachute payment” under Section 280G(b)(2) of the Code, as determined by the Accounting Firm for purposes of determining whether and to what extent the excise tax under Section 4999 of the Code will apply to such Payment.

(iv) “**Payment**” shall mean any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of Executive, whether paid or payable pursuant to the Agreement or otherwise.

(v) “**Safe Harbor Amount**” shall mean 2.99 multiplied by Executive’s “base amount,” within the meaning of Section 280G(b)(3) of the Code.

(e) The provisions of this Section 8 shall survive the expiration of the Agreement.

9. **Restrictive Covenants.** Section 8 of the Employment Agreement, dated as of June 1, 2022 by and among the Company, the Bank and Executive (the “**Employment Agreement**”) is hereby incorporated into this Agreement *mutatis mutandis*.

10. **Indemnification.** CapStar shall indemnify Executive and hold Executive harmless to the fullest extent permitted by applicable law against and in respect of any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses, losses, and damages resulting from Executive’s good faith performance of Executive’s duties and obligations with CapStar and its Affiliates. CapStar shall cover

Executive under directors' and officers' liability insurance both during and, while potential liability exists, after employment in the same amount and to the same extent as CapStar covers its other officers and directors. These obligations shall survive the termination of Executive's employment with CapStar and its Affiliates.

11. **Miscellaneous.**

(a) **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to principles of conflict of laws. The parties irrevocably submit to the jurisdiction of any state or federal court sitting in or for Nashville, Tennessee with respect to any dispute arising out of or relating to this Agreement, and each party irrevocably agrees that all claims in respect of such dispute or proceeding shall be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the venue of any dispute arising out of or relating to this Agreement or the transactions contemplated hereby brought in such court or any defense of inconvenient forum for the maintenance of such dispute or proceeding. Each party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. **THE PARTIES HEREBY WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT OR ASSERTED BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.**

(a) **Notices.** All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive: To the most recent address on file with CapStar.

If to CapStar: CapStar Financial Holdings, Inc.
1201 Demonbreun St. Suite 700
Nashville, TN 37203
Attention: Secretary

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(b) **Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(c) **Survivorship.** Upon the expiration or other termination of this Agreement or Executive's employment, the respective rights and obligations of the parties hereto shall survive to the extent necessary to carry out the intentions of the parties under this Agreement.

(d) **Section Headings; Construction.** The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation hereof. For purposes of this Agreement, the term "including" shall mean "including, without limitation."

(e) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(f) **At-Will Employment.** Executive and CapStar acknowledge that, except as may otherwise be provided under any other written agreement between Executive and CapStar, the employment of Executive by CapStar is "at will" and, subject to Section 1(d) of this Agreement, prior to the CIC Effective Date, Executive's employment may be terminated by either Executive or CapStar at any time prior to the CIC Effective Date, in which case Executive shall have no further rights under this Agreement. From and after the CIC Effective Date, except as specifically provided herein, this Agreement shall supersede the Employment Agreement. For the avoidance of doubt, prior to the CIC Effective Date, the Employment Agreement shall continue to govern the relationship between the parties.

(g) **Tax Withholding.** CapStar may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(h) **Section 409A.**

(i) **General.** It is intended that payments and benefits made or provided under this Agreement shall not result in penalty taxes or accelerated taxation pursuant to Section 409A of the Code. Any payments that qualify for the "short-term deferral" exception, the separation pay exception or another exception under Section 409A of the Code shall be paid under the applicable exception. For purposes of the limitations on nonqualified deferred compensation under Section 409A of the Code, each payment of compensation under this Agreement shall be treated as a separate payment of compensation. All payments to be made upon a termination of employment under this Agreement may only be made upon a "separation from service" under Section 409A of the Code to the extent necessary in order to avoid the imposition of penalty taxes on Executive pursuant to Section 409A of the Code. In no event may Executive, directly or indirectly, designate the calendar year of any payment under this Agreement, and to the extent required by Section 409A of the Code, any payment that may be paid in more than one taxable year shall be paid in the later taxable year.

(ii) **Reimbursements and In-Kind Benefits.** Notwithstanding anything to the contrary in this Agreement, all reimbursements and in-kind benefits provided under this Agreement that are subject to Section 409A of the Code shall be made in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (A) any reimbursement is for expenses incurred during Executive's lifetime (or during a shorter period of time specified in this Agreement); (B) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year; (C) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred; and (D) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(iii) **Delay of Payments.** Notwithstanding any other provision of this Agreement to the contrary, if Executive is considered a "specified employee" for purposes of Section 409A of the Code (as determined in accordance with the methodology established by CapStar and its Affiliates as in effect on the Termination Date), any payment that constitutes nonqualified deferred compensation within the meaning of Section 409A of the Code that is otherwise due to Executive under this Agreement during the six-month period immediately following Executive's separation from service on account of Executive's separation from service shall instead be paid, with interest (based on the rate in effect for the month in which the Executive's separation from service occurs), on the first business day of the seventh month following Executive's separation from service (the "**Delayed Payment Date**"), to the extent necessary to prevent the imposition of tax penalties on Executive under Section 409A of the Code. If Executive dies during the postponement period, the amounts and entitlements delayed on account of Section 409A of the Code shall be paid to the personal representative of Executive's estate on the first to occur of the Delayed Payment Date or 30 calendar days after the date of Executive's death.

(i) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto in respect of the terms and conditions of Executive's employment with CapStar and its Affiliates, including Executive's severance entitlements, and, as of the CIC Effective Date, supersedes and cancels in their entirety all prior understandings, agreements and commitments, whether written or oral, relating to the terms and conditions of employment between Executive, on the one hand, and CapStar or its Affiliates, on the other hand. For the avoidance of doubt, this Agreement does not limit the terms of any benefit plans (including equity award agreements) of CapStar or its Affiliates that are applicable to Executive, except to the extent that the terms of this Agreement are more favorable to Executive.

(j) **Amendments; Waiver.** No provision of this Agreement shall be modified or amended except by an instrument in writing duly executed by the parties hereto. Executive's or CapStar's failure to insist upon strict compliance with any provision hereof or any other provision of this Agreement or the failure to assert any right Executive or CapStar may have hereunder, including the right of Executive to terminate

employment for Good Reason pursuant to Section 4(c), shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(k) **Successors.**

(i) This Agreement is personal to Executive and without the prior written consent of CapStar shall not be assignable by Executive other than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives.

(ii) This Agreement shall inure to the benefit of and be binding upon CapStar and its successors and assigns. Except as provided in Section 11(l)(iii), without the prior written consent of Executive, this Agreement shall not be assignable by CapStar.

(iii) CapStar shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of CapStar to assume expressly and agree to perform this Agreement in the same manner and to the same extent that CapStar would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" and "Bank" shall mean the Company and the Bank as hereinbefore defined and any successor to their respective businesses and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company, the Bank and Executive have caused this Agreement to be duly executed and delivered, effective as of the Effective Date.

Kenneth E. Webb

/s/ Kenneth E. Webb

CAPSTAR FINANCIAL HOLDINGS

By: /s/ Jennie O'Bryan
Jennie O'Bryan
Chief Administrative Officer

CAPSTAR BANK

By: /s/ Jennie O'Bryan
Jennie O'Bryan
Chief Administrative Officer



CAPSTAR

4Q22 Investor Presentation

Disclosures

FORWARD-LOOKING STATEMENTS

This investor presentation contains forward-looking statements, as defined by federal securities laws, including statements about CapStar Financial Holdings, Inc. ("CapStar") and its financial outlook and business environment. All statements, other than statements of historical fact, included in this release and any oral statements made regarding the subject of this release, including in the conference call referenced herein, that address activities, events or developments that the Company expects, believes or anticipates will or may occur in the future are "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. The words "expect", "anticipate", "intend", "may", "should", "plan", "believe", "seek", "estimate" and similar expressions are intended to identify such forward-looking statements, but other statements not based on historical information may also be considered forward-looking statements. These forward-looking statements are subject to known and unknown risks, uncertainties and other factors that could cause the actual results to differ materially from the statements, including, but not limited to: (I) deterioration in the financial condition of borrowers of the Company and its subsidiaries, resulting in significant increases in loan losses and provisions for those losses; (II) the effects of the emergence of widespread health emergencies or pandemics, including the magnitude and duration of the Covid-19 pandemic and its impact on general economic and financial market conditions and on the Company's customer's business, results of operations, asset quality and financial condition; (III) the ability to grow and retain low-cost, core deposits and retain large, uninsured deposits, including during times when the Company is seeking to lower rates it pays on deposits; (IV) the impact of competition with other financial institutions, including pricing pressures and the resulting impact on the Company's results, including as a result of compression to net interest margin; (V) fluctuations or differences in interest rates on loans or deposits from those that the Company is modeling or anticipating, including as a result of the Company's inability to better match deposit rates with the changes in the short term rate environment, or that affect the yield curve; (VI) difficulties and delays in integrating required businesses or fully realizing cost savings or other benefits from acquisitions; (VII) the Company's ability to profitably grow its business and successfully execute on its business plans; (VIII) any matter that would cause the Company to conclude that there was impairment of any asset, including goodwill or other intangible assets; (IX) the vulnerability of the Company's network and online banking portals, and the systems of customers or parties with whom the Company contracts, to unauthorized access, computer viruses, phishing schemes, spam attacks, human error, natural disasters, power loss and other security breaches; (X) the availability of and access to capital; (XI) adverse results (including costs, fines, reputational harm, inability to obtain necessary approvals, and/or other negative affects) from current or future litigation, regulatory examinations or other legal and/or regulatory actions, including as a result of the Company's participation in and execution of government programs related to the Covid-19 pandemic; and (XII) general competitive, economic, political and market conditions. Additional factors which could affect the forward-looking statements can be found in the Company's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K, filed with the SEC. The Company disclaims any obligation to update or revise any forward-looking statements contained in this press release (we speak only as of the date hereof), whether as a result of new information, future events, or otherwise.

NON-GAAP MEASURES

This investor presentation includes financial information determined by methods other than in accordance with generally accepted accounting principles ("GAAP"). This financial information may include certain operating performance measures, which exclude merger-related and other charges that are not considered part of recurring operations. Such measures may include: "Efficiency ratio – operating," "Expenses – operating," "Earnings per share – operating," "Diluted earnings per share – operating," "Tangible book value per share," "Return on common equity – operating," "Return on tangible common equity – operating," "Return on assets – operating", "Tangible common equity to tangible assets" or other measures.

Management may include these non-GAAP measures because it believes these measures may provide useful supplemental information for evaluating CapStar's underlying performance trends. Further, management uses these measures in managing and evaluating CapStar's business and intends to refer to them in discussions about our operations and performance. Operating performance measures should be viewed in addition to, and not as an alternative to or substitute for, measures determined in accordance with GAAP, and are not necessarily comparable to non-GAAP measures that may be presented by other companies. To the extent applicable, reconciliations of these non-GAAP measures to the most directly comparable GAAP measures can be found in the 'Non-GAAP Reconciliation Tables' included in the exhibits to this presentation.

CapStar Overview



Mission: To win long-term relationships and positively impact our customers' lives by setting the standard in *Guidance, Responsiveness, Flexibility, and Service.*



S&P Global
Market Intelligence
#18 Large Community Bank in the Country

RAYMOND JAMES®
2021 Community Bankers Cup Award Winner



H HOVDE GROUP
High Performers - The Class of 2022

- Experienced and shareholder-oriented management team
- Favorable geographic market position
- Performance and growth-oriented bank

Market Data

Ticker	CSTR
Price ⁽¹⁾	\$17.68
Market Cap ⁽¹⁾	\$386MM
P/2023 CE ⁽²⁾	7.9
P/TBV ⁽¹⁾	128%
Avg. Daily Vol. (30d)	54,000
Insider Ownership ⁽³⁾	8.6%
Institutional Ownership ⁽¹⁾	45.4%
Dividend Yield ⁽¹⁾	2.3%

3Q22 Snapshot

Dollars in Millions

BALANCE SHEET (EOP)

Total Assets	\$3,167
Total Loans HFI (Excl PPP)	\$2,291
Total Deposits	\$2,634

CAPITAL RATIOS

TE / TA	9.65%
CET 1 Ratio	12.70%
Total RBC Ratio	14.59%

ASSET QUALITY

NCOs / Average Loans ⁽⁴⁾	0.02%
NPAs / Loans HFI + OREO	0.30%
Texas Ratio ⁽⁵⁾	2.44%

(1) Source S&P Capital IQ: Market data as of 10/31/22

(2) Price/2023 consensus EPS

(3) Based on the proxy statement (Schedule 14A) dated 3/10/2022

(4) Annualized

(5) Texas ratio defined as: (NPAs + Loans>90 Days) / (Tangible Common Equity + ALLL)



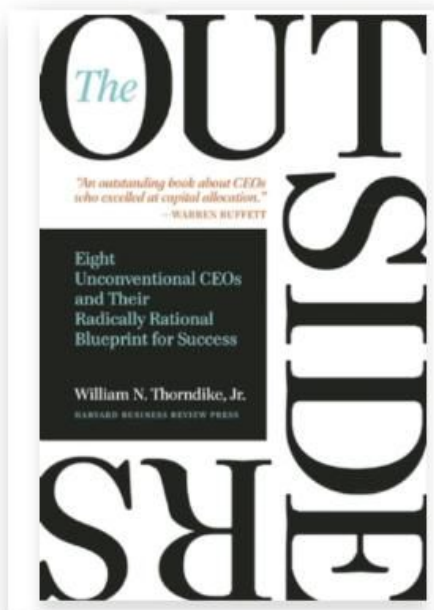
Simple, Focused, and Disciplined

- Target Customer**
- Small to mid-sized businesses generally with \$5-250MM in revenue and their owners/management
 - Professionals
 - Commercial real estate investors
 - Relationship retail

- Strategy**
- Provide a relationship-based and highly personal banking experience
 - Win through responsiveness, flexibility, and customer service
 - Seek low-cost deposits and operate efficiently
 - Invest/lend prudently; never sacrificing risk adjusted returns for growth

- Delivery**
- Hire well; attract and retain highly-effective employees
 - Focus on where we can find the best people; not filling in a geographic map
 - Limit bricks and mortar to strategically located offices
 - Enable technology to provide a 'WOW!' employee and customer experience

- Goals**
- Meaningful relationships and outstanding customer service
 - High returns on capital
 - Stable growth in earnings and tangible book value per share
 - Disciplined capital allocation



*"In assessing performance, what matters isn't the absolute rate of return but the return relative to peers and the market. **You really only need to know three things to evaluate a CEO's greatness:** the compound annual return to shareholders during his or her tenure and the return over the same period for peer companies and for the broader market (usually measured by the S&P 500)."*

"CEOs need to do two things well to be successful: run their operations efficiently and deploy the cash generated by those operations."

"Capital allocation is a CEO's most important job."

"CEOs have five essential choices for deploying capital - investing in existing operations, acquiring other businesses, issuing dividends, paying down debt, or repurchasing stock..."

"Sometimes the best investment opportunity is your own stock."

Leadership Team

Executive Leadership	Title	Age	Financial Services Experience	Year Joined
Tim Schools	President & CEO	52	24	2019
Jennie O'Bryan	Chief Administrative Officer	56	38	2019
Kevin Lambert	Chief Credit Officer	59	36	2021
Mike Fowler	Chief Financial Officer	66	42	2020
Ken Webb	Interim EVP Bank Operations	68	45	2008
Amy Goodin	Chief Risk Officer	50	22	2000
Kenny Charles	Director of Information Technology	57	29	2000
Mike Hill	EVP Banking	54	28	2020
Chris Tietz	EVP Specialty Banking	59	36	2016

3Q22 Financial Highlights



Executing on strategic objectives

- Enhance profitability and earnings consistency
- Accelerate organic growth
- Maintain sound risk management
- Execute disciplined capital allocation

Third quarter results

- Earnings per share of \$0.37
- Average loan growth of 9.2% annualized, NIM of 3.50% and net charge-offs of 0.02%
- Unusual items include:
 - \$2.1 million loss related to disposition or transfer of remaining Tri-Net loans
 - \$2.2 million related to two operational losses for which the bank is seeking possible recovery
 - (\$0.8) million of voluntary executive incentive reversal

Adjusted for unusual items

- Earnings per share of \$0.50
- Positive operating leverage with \$0.6 million of revenue growth and \$0.8 million of expense reduction resulting in \$1.3 million of pretax preprovision growth
- Efficiency ratio of 52.81% and ROA of 1.39%

Investments

- Additional Asheville and Knoxville Commercial Relationship Managers
- Additional Correspondent Banker

Four Key Drivers

REVENUE GROWTH⁽¹⁾

Target: $\geq 5\%$
3Q22 YTD: (10.4%)

NET INTEREST MARGIN

Target: $\geq 3.60\%$
3Q22: 3.50%

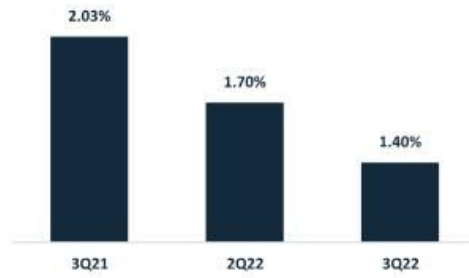
EFFICIENCY

Target: $\leq 55\%$
3Q22: 61.53%

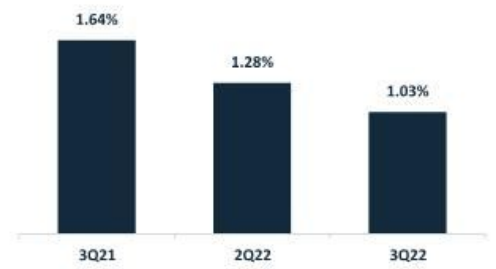
NET CHARGE OFFS

Target: $\leq 0.25\%$
3Q22: 0.02%

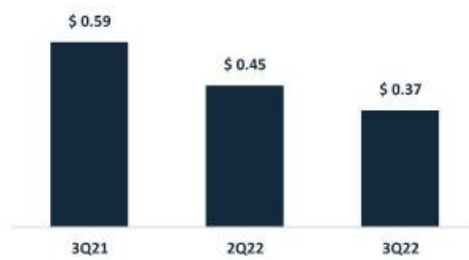
Pretax Preprovision Income / Assets



Return on Average Assets



Diluted Earnings Per Share



Tangible Book Value per Share



(1) Year over year

(2) Tangible book value per share of common stock excluding after-tax unrealized available for sale investment (gains) losses

Key Performance Indicators

(Dollars in millions, except for per share data)		3Q22	2Q22	3Q21
Profitability	Net Interest Margin ⁽¹⁾	3.50%	3.41%	3.12%
	Efficiency Ratio ⁽²⁾	61.53%	56.32%	53.06%
	Pretax Preprovision Income / Assets ⁽³⁾	1.40%	1.70%	2.03%
	Return on Average Assets	1.03%	1.28%	1.64%
	Return on Average Tangible Equity	10.24%	12.74%	16.28%
Growth	Total Assets (Avg)	\$3,147	\$3,129	\$3,171
	Total Deposits (Avg)	\$2,659	\$2,665	\$2,732
	Total Loans HFI (Avg) (Excl PPP)	\$2,241	\$2,144	\$1,790
	Diluted Earnings per Share	\$0.37	\$0.45	\$0.59
	Tangible Book Value per Share	\$13.73	\$14.17	\$14.53
Soundness	Net Charge-Offs to Average Loans (Annualized)	0.02%	0.00%	0.05%
	Non-Performing Assets / Loans + OREO	0.30%	0.11%	0.20%
	Allowance for Loan Losses + Fair Value Mark / Loans Excl PPP	1.09%	1.09%	1.41%
	Common Equity Tier 1 Capital	12.70%	12.87%	13.95%
	Total Risk Based Capital	14.59%	14.79%	16.23%

(1) Calculated on a tax equivalent basis

(2) Efficiency ratio is Noninterest expense divided by the sum of net interest income and noninterest income

(3) Pre-tax Pre-provision Operating ROA calculated as ROA excluding the effect of provision and income tax expense

Favorable Market Position





- Big enough to compete, small enough to win on flexibility and responsiveness
- Positioned in four of the most attractive markets in two of the top states to do business
- Positive competitive trends present tremendous opportunities for customers and talent
 - Largest banks continue to lose market share
 - Largest Tennessee-based bank announced sale to foreign entity in 1Q22
 - Community banks continue to decline in number
 - A number of banks are working through management succession
- Significant excess capital and capital generation to support growth

According to the U.S. Census Bureau (from 2020 to 2021), the **South** was the most populous of the nation's four regions and the only region that had positive net domestic migration (movement of people from one area to another within the U.S.); **North Carolina ranked 4th and Tennessee ranked 8th in the nation for numeric population growth.**

AMERICA'S TOP STATES FOR BUSINESS 2022								
OVERALL RANK ↓	STATE ↓	WORKFORCE ↓	INFRA-STRUCTURE ↓	COST OF DOING BUSINESS ↓	ECONOMY ↓	LIFE, HEALTH & INCLUSION ↓	TECHNOLOGY & INNOVATION ↓	BUSINESS FRIENDLINESS ↓
1	North Carolina	12	17	26	1	28	5	22
2	Washington	4	29	33	3	6	2	31
3	Virginia	11	9	25	20	13	17	6
4	Colorado	1	16	36	11	12	9	16
5	Texas	2	14	12	8	49	4	34
6	Tennessee	15	8	8	2	42	28	23
7	Nebraska	32	22	16	13	7	24	12
8	Utah	8	32	17	6	29	26	10
9	Minnesota	21	4	41	16	5	6	32
10	Georgia	3	11	38	7	39	12	32



America's Top States for Business

- North Carolina and Tennessee ranked #1 and #6 overall
- North Carolina and Tennessee ranked #1 and #2 in Economy



Best State Rankings

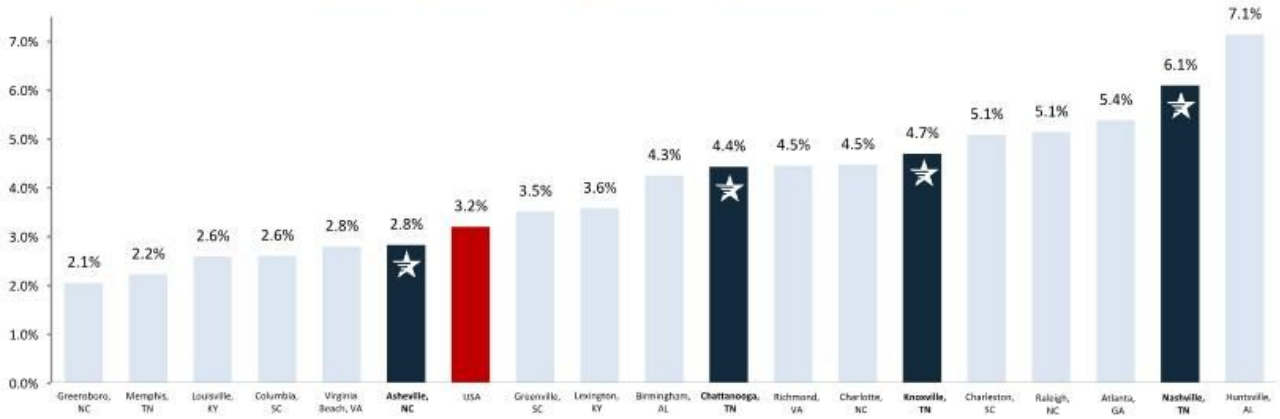
- Tennessee ranked #1 and North Carolina #5 nationally for Long-Term Fiscal Stability



States Americans Headed to Most

- Tennessee ranked #3 and North Carolina #19 nationally for relocations in 2021
- Tennessee was #1 and North Carolina #9 in 2020

2022 - 2027 Projected Population Growth



Total Deposits in Market

1	Charlotte, NC	\$336.5 bil
2	Atlanta, GA	\$237.5 bil
3	Richmond, VA	\$142.8 bil
4	Nashville, TN	\$92.6 bil
5	Birmingham, AL	\$50.3 bil
6	Memphis, TN	\$41.2 bil
7	Louisville, KY	\$43.4 bil
8	Raleigh, NC	\$54.9 bil
9	Virginia Beach, VA	\$35.9 bil
10	Columbia, SC	\$28.5 bil
11	Knoxville, TN	\$24.2 bil
12	Greenville, SC	\$25.1 bil
13	Charleston, SC	\$22.7 bil
14	Greensboro, NC	\$18.6 bil
15	Chattanooga, TN	\$15.3 bil
16	Lexington, KY	\$16.2 bil
17	Huntsville, AL	\$11.7 bil
18	Asheville, NC	\$11.5 bil

Sources: S&P Capital IQ, FDIC Deposit Market Share Report (June 30, 2022)
Includes all MSAs located in AL, GA, KY, NC, SC, TN, and VA with 2021 population greater than 750,000; includes Asheville, NC, Chattanooga, TN and Lexington, KY

Deposits and Key Demographics by County⁽¹⁾

County	MSA	Deposits In Market (\$000)	Market Rank (#)	2022 Population (000)	2022-2027 Projected Population Change (%)	2022 Median HH Income (\$)	2022-2027 Projected HH Income Change (%)
Metro Markets							
Davidson	Nashville	\$1,073,789	10	702.9	4.5%	73.1	17.5%
McMinn	Athens	440,923	1	54.9	3.8%	49.9	11.7%
Sumner	Nashville	200,539	9	202.2	7.1%	76.6	12.2%
Williamson	Nashville	165,600	15	256.3	7.6%	120.8	4.7%
Bradley	Cleveland	56,647	10	111.1	5.1%	60.3	11.0%
Rutherford	Nashville	35,269	17	352.6	7.4%	76.5	13.8%
Knox	Knoxville	27,477	26	484.7	5.2%	66.1	11.1%
Hamilton ⁽²⁾	Chattanooga	18,389	18	378.6	5.1%	64.5	10.0%
Buncombe ⁽³⁾	Asheville	-	-	466.8	2.8%	62.6	11.9%
Community Markets							
Coffee	Tullahoma	182,632	3	58.9	5.5%	59.1	9.9%
Monroe	---	136,335	4	47.9	4.3%	49.1	9.9%
Lawrence	Lawrenceburg	112,717	3	45.1	4.4%	49.3	11.9%
Cannon	Woodbury	113,391	1	15.2	5.5%	62.1	7.2%
Wayne	---	70,479	3	16.5	1.0%	47.0	13.1%

(1) FDIC Deposit data as of June 30, 2022; Source: S&P Capital IQ

(2) Announced expansion into Chattanooga (Hamilton County) in October 2021

(3) Announced expansion into Asheville (Buncombe County) in July 2022

Balance Sheet Strength



Strategy

- Emphasizing a deposit first culture
- Increasing importance of DDA and core funding
- Further investing in correspondent banking
- Disciplined usage of alternative funding sources

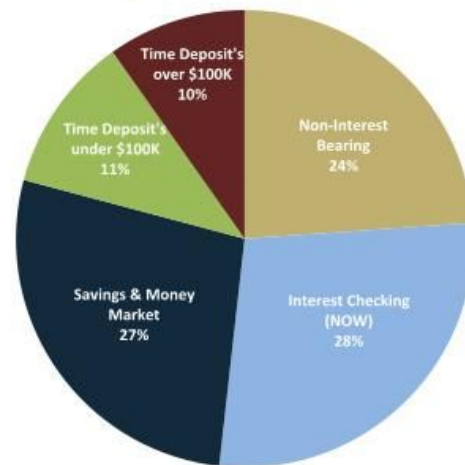
Pricing

- Implemented pricing discipline
- Proactive monitoring of market competition

Portfolio Characteristics

- Long-time loyal customers within community markets
- Strong treasury management and digital banking capabilities

Deposit Composition



End of Period Balances as of
September 30, 2022

Credit Culture

- Experienced bankers and underwriters
- Diversify by type, sector, and geography
- Collateral and guarantees standard
- Big bets discouraged
- Participations and shared national credits avoided

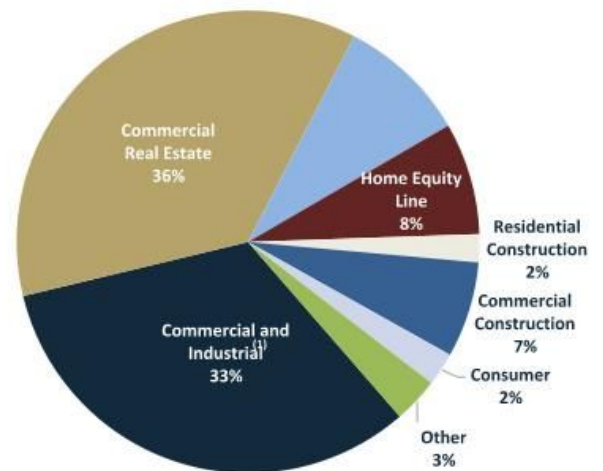
Underwriting and Portfolio Management

- Weekly credit committee; approves relationships > \$4MM
- Centralized consumer and small business underwriting
- Monthly asset quality reviews
- Continuous independent external loan review
- Annual external stress test

Loan Portfolio Summary⁽²⁾

- Past due loans as a % of loans held for investment totaled 0.63%
- Loan losses averaging < \$98K over last 8 quarters
- In-market loans at 97%⁽³⁾
- Shared national credits < 1.20%
- Other participations < 4.00%

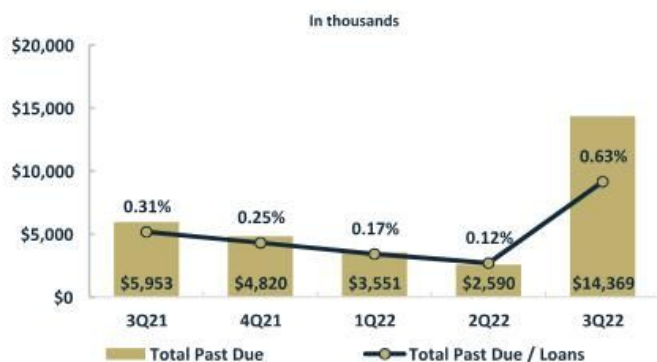
Loan Composition



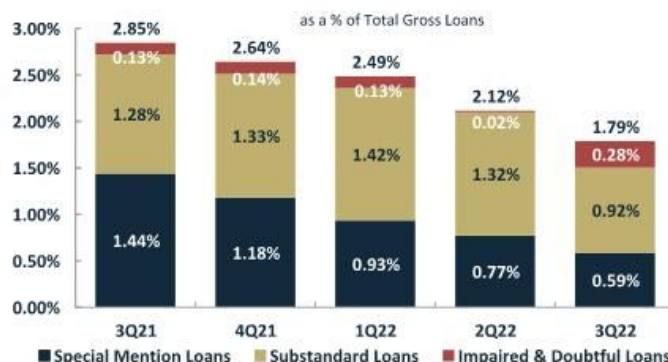
End of Period Balances as of September 30, 2022

⁽¹⁾ Commercial & Industrial includes Commercial & Industrial loans and Owner Occupied CRE loans
⁽²⁾ As of September 30, 2022
⁽³⁾ Excludes the 2Q22 and 3Q22 movement of Tri-Net loans

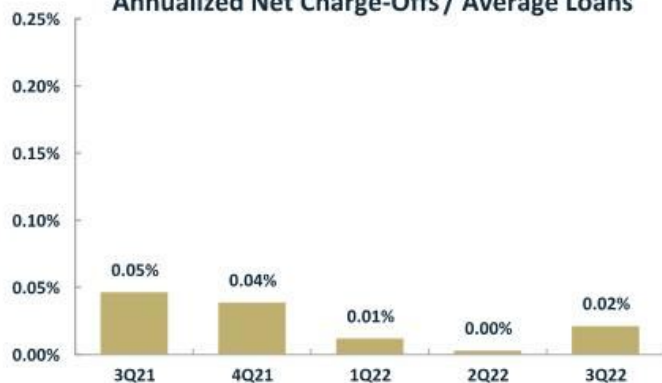
Past Due Trend



Criticized & Classified Loan Trends



Annualized Net Charge-Offs / Average Loans



- Net charge-offs remained low and have averaged less than \$98K over the last 8 quarters
- Past Due increase related to:
 - two credits totaling \$8.3MM for which the Company feels the risk of loss is minimal
 - matured loans not renewed totaling \$1.6MM
 - three fully guaranteed PPP loans totaling \$0.4MM
- 15% improvement in Criticized and Classified loans

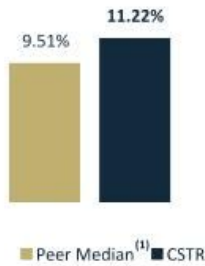
Profitability Initiatives



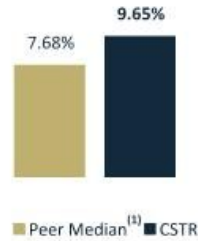
CAPSTAR[™]
FINANCIAL HOLDINGS, INC.

Net Interest Margin	<ul style="list-style-type: none">▪ Creating deposit first culture▪ Implemented deposit pricing disciplines▪ Improved loan generation capabilities▪ Managing interest rate risk close to neutral
Productivity	<ul style="list-style-type: none">▪ Adopting peer benchmarking culture▪ Aligning incentives and increasing accountability▪ Increased focus on share of wallet▪ Implementing productivity measurements for all positions▪ Reviewing 100% of operating expenses
Capital Allocation	<ul style="list-style-type: none">▪ Evaluating strategies for excess capital and future capital generation▪ Investing in our core business through additional bankers in Asheville, Chattanooga, Knoxville, and Nashville▪ Established dividend guidelines targeting a 20-30% payout ratio▪ Defined share repurchase parameters to allow us to be opportunistic

Leverage
As of 9/30/22



Tangible Common Equity / Tangible Assets
As of 9/30/22



Common Equity Tier 1 Capital
As of 9/30/22



Total Risk Based Capital
As of 9/30/22



1 Internal Investment

- Primary Focus – investing in our core business
- Seeking organic growth that meets or exceeds our cost of capital
- Chattanooga, Knoxville, and Rutherford/Williamson markets current loan outstandings ~\$654MM

2 Dividends

- Targeting 20-30% payout ratio
- Paid \$0.10 dividend per share in 3Q22

3 Share Repurchase

- At times, our stock is our best investment
- \$30MM authorization
- 299,206 shares purchased year-to-date
- \$23.9MM remaining

4

M&A

- Must have strong strategic rationale
- Disciplined pricing

(1) Source: S&P Capital IQ, Peer Medians based on Selected Nationwide Major Exchange Banks and Thrifts with Assets \$2.0 Billion - \$6.5 Billion as of 3Q22

Growth Opportunities



Annualized Loan Production



Increasing core banking capabilities

- Accelerating loan production

Stronger line-up of high-performing bankers

- From 21 in 2020 to 35 bankers today
- Average pipeline per banker has increased from \$12MM to \$15MM
- Targeting minimum pipelines and portfolios of \$10MM and \$100MM each



New Market Progress

- Entered *Knoxville* in February 2020 with loans totaling \$188MM at October 31, 2022
- Entered *Rutherford/Williamson County* markets in October 2020 with loans totaling \$237MM at October 31, 2022
- Entered *Chattanooga* in November 2021 with loans totaling \$229MM at October 31, 2022
- Announced entry into *Asheville* in July 2022

Knoxville Expansion

- Announced expansion into Knoxville in January 2020 with the hiring of five veteran, local bankers, capitalizing on CapStar's 2018 investment of Athens Bancshares Corporation (Athens Federal)
- New office location off Kingston Pike in Knoxville opened November 2020
- Strategically:
 - Consistent with our message of investing excess capital in local market, core banking
 - Demonstrates quality high-quality lift-out experience
 - Low risk vs acquisitions
 - Diversifies CapStar's markets and revenues
 - Provides strong in-state loan potential for current excess liquidity
- Results:
 - \$188MM in loans; \$37MM in deposits as of October 31, 2022



Chattanooga Expansion

- Following 4Q21 successful entry into Chattanooga, added four additional relationship managers to our existing five to grow and serve Chattanooga customers
- Strategically:
 - Consistent with our message of investing excess capital in local market, core banking
 - With Knoxville, demonstrates quality high-quality lift-out experience
 - Low risk vs acquisitions
 - Diversifies CapStar's markets and revenues
 - Complimentary to Athens Federal and Knoxville investments
 - Provides strong in-state loan potential for current excess liquidity
- Results:
 - \$229MM in loans; \$27MM in deposits as of October 31, 2022



Asheville Expansion

- Led by one Commercial Relationship Manager, hired to grow and serve Asheville customers
- Strategically:
 - Consistent with our message of investing excess capital in local market, core banking
 - With Chattanooga and Knoxville, demonstrates quality high-quality lift-out experience
 - Low risk vs acquisitions
 - Diversifies CapStar's markets and revenues
 - Twelve community banks have been acquired since 2008
 - Commercial customers now frequently served from Charlotte



Looking Forward



As of October 2022

Economy	<ul style="list-style-type: none"> • Increase in the Fed Funds rate over the next year with further yield curve inversion • A potential for slower economic growth or recession
Loan Growth	<ul style="list-style-type: none"> • Targeting high single digit loan growth with appropriate spreads to align with funding trends
Deposit Growth	<ul style="list-style-type: none"> • Continuing to develop deposit capabilities to provide an improved long-term funding base • Disciplined use of alternative funding such as brokered CDs and wholesale funding
Net Interest Income	<ul style="list-style-type: none"> • Strong loan pipeline and production provide opportunity for continued NII growth • Deposit pricing pressure has increased as more rate sensitive customers are more aggressively exploring options • Loan pricing headwind as competitors have not fully responded to market rate increases • Anticipate our net interest margin to be flat or in this range
Provision Expense	<ul style="list-style-type: none"> • Continued low net charge-offs and stable credit trends though not immune to economic conditions • Adoption of CECL 1/1/23
Non-Interest Income	<ul style="list-style-type: none"> • Challenging near-term Mortgage environment. Reduced support staff positions approximately \$400K annualized in late 3Q22. Favorable long-term outlook given strong markets, strength of Mortgage team, and purchase money focus. • Tri-Net production paused pending market stabilization. • 4Q22 SBA fees of \$750,000 to \$1MM. Actively recruiting additional SBA team.
Non-Interest Expense	<ul style="list-style-type: none"> • Bank-only expense of approximately \$16.5MM per quarter
Income Taxes	<ul style="list-style-type: none"> • Expected tax rate to remain at approximately 20% for 2022
Capital	<ul style="list-style-type: none"> • Progression toward targeted capital levels through loan growth, in-market and new market lift-outs, increased dividends, and share repurchases

Quality Management Team

- Strong operational and capital allocation experience
- Insiders own ~9% of the company
- Shareholder-friendly culture

Catalyst for Improved Profitability and Growth

- Opportunity to lever expenses from bankers added in 2021 and 2022
- Excess capital levels available to support balance sheet growth or share repurchases
- Specialty Banking businesses provided limited contribution in 2Q22

Repeatable Investment Opportunities

- Beneficiary of significant in-migration and growing number of dissatisfied large regional bank customers
- Lift-out opportunities of bankers who value an entrepreneurial culture and size where they make an impact
- M&A available to capitalize on continued consolidation

Attractive Valuation

- Strong financial performance and growth metrics
- Attractive footprint with considerable scarcity value
- Opportunity for superior shareholder returns through earnings growth and multiple expansion

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