

CAPITAL BANK FINANCIAL CORP.

Filed by
CRESTVIEW PARTNERS II GP, L.P.

FORM SC 13D/A (Amended Statement of Beneficial Ownership)

Filed 05/05/17

Address	121 ALHAMBRA PLAZA SUITE 1601 CORAL GABLES, FL 33134
Telephone	305 670 0200
CIK	0001479750
Symbol	CBF
SIC Code	6021 - National Commercial Banks
Industry	Banks
Sector	Financials
Fiscal Year	12/31

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 3)*

Capital Bank Financial Corp.

(Name of Issuer)

Class A Common Stock, par value \$0.01 per share

(Title of Class of Securities)

139794 101

(CUSIP Number)

Ross A. Oliver
Crestview Partners
667 Madison Avenue, 10th Floor
New York, NY 10065
(212) 906-0700

Copies to:

Michael Davis
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
(212) 450-4000

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

May 3, 2017

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No.		139794101
1.	Names of Reporting Persons. Crestview Partners II GP, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 2,608,760
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 2,608,760
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,608,760	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Class A Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 7.41%	
14.	Type of Reporting Person (See Instructions) PN	

CUSIP No.		139794101
1.	Names of Reporting Persons. Crestview Partners II, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 2,558,760
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 2,558,760
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,558,760	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Class A Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 7.27%	
14.	Type of Reporting Person (See Instructions) PN	

CUSIP No.		139794101	
1.	Names of Reporting Persons. Crestview Partners II (FF), L.P.		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) OO		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>		
6.	Citizenship or Place of Organization Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power	0
	8.	Shared Voting Power	2,558,760
	9.	Sole Dispositive Power	0
	10.	Shared Dispositive Power	2,558,760
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,558,760		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Class A Shares (See Instructions) <input type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11) 7.27%		
14.	Type of Reporting Person (See Instructions) PN		

CUSIP No.		139794101
1.	Names of Reporting Persons. Crestview Partners II (TE), L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 2,558,760
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 2,558,760
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,558,760	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Class A Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 7.27%	
14.	Type of Reporting Person (See Instructions) PN	

CUSIP No.		139794101
1.	Names of Reporting Persons. Crestview Offshore Holdings II (Cayman), L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 2,558,760
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 2,558,760
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,558,760	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Class A Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 7.27%	
14.	Type of Reporting Person (See Instructions) PN	

CUSIP No.		139794101
1.	Names of Reporting Persons. Crestview Offshore Holdings II (FF Cayman), L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 2,558,760
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 2,558,760
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,558,760	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Class A Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 7.27%	
14.	Type of Reporting Person (See Instructions) PN	

CUSIP No.		139794101	
1.	Names of Reporting Persons. Crestview Offshore Holdings II (892 Cayman), L.P.		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) OO		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>		
6.	Citizenship or Place of Organization Cayman Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0	
	8.	Shared Voting Power 2,558,760	
	9.	Sole Dispositive Power 0	
	10.	Shared Dispositive Power 2,558,760	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,558,760		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Class A Shares (See Instructions) <input type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11) 7.27%		
14.	Type of Reporting Person (See Instructions) PN		

CUSIP No.		139794101
1.	Names of Reporting Persons. Crestview-NAFH, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 2,558,760
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 2,558,760
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,558,760	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Class A Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 7.27%	
14.	Type of Reporting Person (See Instructions) CO	

CUSIP No.		139794101
1.	Names of Reporting Persons. Crestview Advisors, L.L.C.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	Sole Voting Power 0
	8.	Shared Voting Power 50,000
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 50,000
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 50,000	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Class A Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 0.14%	
14.	Type of Reporting Person (See Instructions) CO	

Item 1. Security and Issuer

This Amendment No. 3, dated May 5, 2017 (this “ **Amendment No. 3** ”), supplements and amends the Schedule 13D filed with the Securities and Exchange Commission on September 28, 2012, as amended by Amendment No. 1 thereto filed on November 24, 2015 and by Amendment No. 2 thereto filed on July 19, 2016, by Crestview Partners II GP, L.P. (“ **Crestview GP** ”), Crestview Partners II, L.P. (“ **Crestview DE** ”), Crestview Partners II (FF), L.P. (“ **Crestview FF** ”), Crestview Partners II (TE), L.P. (“ **Crestview TE** ”), Crestview Offshore Holdings II (Cayman), L.P. (“ **Crestview Cayman** ”), Crestview Offshore Holdings II (FF Cayman), L.P. (“ **Crestview FF Cayman** ”), Crestview Offshore Holdings II (892 Cayman), L.P. (“ **Crestview 892 Cayman** ”), Crestview-NAFH, LLC (“ **Crestview-NAFH** ”) and Crestview Advisors, L.L.C. (“ **Crestview Advisors** ”) (collectively, the “ **Reporting Persons** ” and each, a “ **Reporting Person** ”) with respect to the Class A Common Stock, par value \$0.01 per share (the “ **Class A Shares** ”), of Capital Bank Financial Corp., a Delaware corporation (the “ **Issuer** ”).

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended and supplemented by the following:

The FHN Merger Agreement

On May 3, 2017, the Issuer entered into an Agreement and Plan of Merger (the “ **FHN Merger Agreement** ”) by and between the Issuer, First Horizon National Corp., a Tennessee Corporation (“ **FHN** ”), and Firestone Sub, Inc., a Delaware corporation and direct wholly-owned subsidiary of FHN (“ **Merger Sub** ”), pursuant to which, at the Effective Time (as defined in the FHN Merger Agreement), Merger Sub will merge with and into the Issuer, and the Issuer will continue its corporate existence under the laws of the State of Delaware (the “ **FHN Merger** ”). Additionally, at the Effective Time and subject to the terms and conditions of the FHN Merger Agreement, each share of the Issuer’s Class A Shares and each share of the Issuer’s Class B Non-Voting Common Stock, par value \$0.01 per share (“ **Class B Shares** ”), in each case issued and outstanding immediately prior to the Effective Time (other than Exception Shares (as defined in the FHN Merger Agreement)) will be converted into the right to receive, at the election of the holder but subject to proration, either cash or a number of shares of common stock of FHN, in each case with a value equivalent to \$7.90 plus 1.75 shares of FHN common stock (based on the average closing sale price of FHN common stock for the ten full trading days prior to the closing date).

The FHN Support Agreement

Consummation of the FHN Merger is subject to customary conditions, including the receipt of the Requisite Company Vote (as defined in the FHN Merger Agreement) approving the FHN Merger Agreement. In support of obtaining the Requisite Company Vote, and concurrently with the execution and delivery of the FHN Merger Agreement on May 3, 2017, Crestview-NAFH, Crestview Advisors and FHN entered into a letter agreement (the “ **FHN Support Agreement** ”) pursuant to which Crestview-NAFH and Crestview Advisors agreed that, at the Company Meeting (as defined in the FHN Merger Agreement) or any other meeting or action of the Issuer’s stockholders with respect to which Crestview-NAFH and Crestview Advisors are entitled to vote, Crestview-NAFH and Crestview Advisors will (i) vote all of the Class A Shares beneficially owned by them (the “ **Owned Voting Shares** ”) in favor of, and not initiate any proxy solicitation or undertake any efforts not to support, approval of the FHN Merger Agreement, the FHN Merger and any other matter required to be approved by the shareholders of the Issuer to effect the FHN Merger and the transactions contemplated by the FHN Merger Agreement, and (ii) not vote the Owned Voting Shares in favor of approval of any alternative acquisition proposals or any action that is intended to, or would reasonably be expected to, materially impede, interfere with or delay or otherwise materially and adversely affect the FHN Merger or the transactions contemplated by the FHN Merger Agreement. Crestview-NAFH and Crestview Advisors also agreed not to solicit or engage in negotiations with respect to any alternative acquisition proposals, except to the extent the Issuer’s representatives would be permitted to take such actions pursuant to the FHN Merger Agreement.

Crestview-NAFH and Crestview Advisors will not be required to vote the Owned Voting Shares in favor of approval of any amendment or modification to the FHN Merger Agreement that would change the form of merger consideration, reduce the amount of merger consideration, adversely affect the tax consequences to Crestview-NAFH or Crestview Advisors of receiving the merger consideration, extend the Termination Date (as defined in the FHN Merger Agreement) or impose additional conditions that would reasonably be expected to delay the consummation of the FHN Merger beyond the Termination Date, or otherwise in a manner that would reasonably be expected to be materially adverse to Crestview-NAFH or Crestview Advisors.

In addition, prior to the Effective Time of the FHN Merger, Crestview-NAFH and Crestview Advisors agreed not to, without the prior written consent of FHN, (i) sell, transfer, pledge or otherwise encumber or dispose of the Owned Voting Shares or any Class B Shares beneficially owned by them (together with the Owned Voting Shares, the “**Owned Shares**”), unless the transferee agrees in writing to comply with the requirements of the FHN Support Agreement (except that Crestview-NAFH and Crestview Advisors may transfer, without such an agreement from the transferee or notice to FHN after the Requisite Company Vote is obtained, up to 25% of the Owned Shares owned by each of Crestview-NAFH and Crestview Advisors at the time of the Requisite Company Vote in transfers that are exempt from registration and in compliance with the volume limitations set forth in Rule 144), or (ii) take any action which would preclude Crestview-NAFH and Crestview Advisors from performing their obligations under the FHN Support Agreement.

Pursuant to the FHN Support Agreement, Crestview-NAFH agreed to waive its rights to which it is entitled under the Registration Rights Agreement, and to waive any claims against the Issuer, FHN and their respective officers, employees and directors to the extent relating to or in connection with the Registration Rights Agreement. Crestview-NAFH and Crestview Advisors also agreed not to commence or participate in any class action relating to the negotiation or execution of the FHN Support Agreement or the FHN Merger Agreement, or the consummation of the FHN Merger.

The foregoing summary of the FHN Support Agreement is not intended to be complete and is qualified in its entirety by reference to the full text of the FHN Support Agreement, which is filed as Exhibit 7 hereto and incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a) See item 9 on the Cover Pages to this Schedule 13D.

The Reporting Persons have acquired and, for the purpose of Rule 13d-3 promulgated under the Exchange Act, beneficially own an aggregate of 2,608,760 Class A Shares, or approximately 7.41% of the 35,213,068 outstanding Class A Shares as described in the Merger Agreement filed as Exhibit 2.1 to the Current Report on Form 8-K filed by the Issuer with the Securities and Exchange Commission on May 5, 2017.

Crestview-NAFH is the direct beneficial owner of 2,558,760 Class A Shares. Each of the Reporting Persons (other than Crestview Advisors) may be deemed to beneficially own the 2,558,760 Class A Shares directly held by Crestview-NAFH.

Crestview Advisors is the direct beneficial owner of 25,000 Class A Shares and 25,000 vested options to purchase Class A Shares, each of which may be deemed to be beneficially owned by Crestview GP.

Each Reporting Person disclaims beneficial ownership of the Class A Shares except to the extent of its pecuniary interest therein. Except as set forth in this Item 5(a), none of the Reporting Persons beneficially owns any Class A Shares.

(b) Number of Class A Shares as to which each Reporting Person has:

(i) Sole power to vote or to direct the vote: See item 7 on Cover Pages to this Schedule 13D.

(ii) Shared power to vote or to direct the vote: See item 8 on Cover Pages to this Schedule 13D.

(iii) Sole power to dispose or to direct the disposition: See item 9 on Cover Pages to this Schedule 13D.

(iv) Shared power to dispose or to direct the vote: See item 10 on Cover Pages to this Schedule 13D.

(c) Inapplicable.

(d) Inapplicable.

(e) Inapplicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Schedule 13D is amended and supplemented with the information contained in Item 4 of this Amendment No. 3, which is hereby incorporated by reference.

Item 7. Material to be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended by adding the following at the end of Item 7:

Exhibit 7	FHN Support Agreement, dated as of May 3, 2017, between Crestview-NAFH, Crestview Advisors and FHN.	Filed herewith
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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: May 5, 2017

Crestview Partners II GP, L.P.

By: Crestview, L.L.C., as general partner

By: /s/ Ross A. Oliver

Name: Ross A. Oliver

Title: General Counsel

Crestview Partners II, L.P.

Crestview Partners II (FF), L.P.

Crestview Partners II (TE), L.P.

Crestview Offshore Holdings II (Cayman), L.P.

Crestview Offshore Holdings II (FF Cayman), L.P.

Crestview Offshore Holdings II (892 Cayman), L.P.

By: Crestview Partners II GP, L.P., as general partner

By: Crestview, L.L.C., as general partner

By: /s/ Ross A. Oliver

Name: Ross A. Oliver

Title: General Counsel

Crestview-NAFH, LLC

By: /s/ Ross A. Oliver

Name: Ross A. Oliver

Title: Vice President

Crestview Advisors, L.L.C.

By: /s/ Ross A. Oliver

Name: Ross A. Oliver

Title: General Counsel

COMPANY SUPPORT AGREEMENT

May 3, 2017

First Horizon National Corporation
165 Madison Ave. 23rd Floor
Memphis, TN 38103

Ladies and Gentlemen:

The undersigned, being a stockholder of Capital Bank Financial Corp., a Delaware corporation (the “*Company*”), hereby acknowledges that the Company, First Horizon National Corporation, a Tennessee corporation (“*Parent*”) and Firestone Sub, Inc., a Delaware corporation (“*Merger Sub*”), a Delaware corporation (“*Merger Sub*”), are concurrently entering into an Agreement and Plan of Merger, dated as of an even date herewith (as amended or modified from time to time, the “*Merger Agreement*”), pursuant to which Merger Sub will be merged with and into the Company (the “*Merger*”), and subsequently, the Company will be merged with and into Parent. A copy of the Merger Agreement has been provided to the undersigned. Capitalized terms used but not defined herein are to be deemed to have the meanings assigned to them in the Merger Agreement.

The undersigned further acknowledges that the undersigned will benefit directly and substantially from the consummation of the Merger. As an inducement to and condition of Parent’s willingness to enter into the Merger Agreement, the undersigned hereby agrees, represents and warrants as follows:

1. *Owned Shares*. The undersigned owns (of record or beneficially) and has the full power and authority to vote the number of shares of Company Class A Common Stock set forth on the signature page hereof (the “*Owned Voting Shares*”) and owns (of record or beneficially) the number of shares of Company Class B Non-Voting Common Stock set forth on the signature page hereof (together with the Owned Voting Shares, the “*Owned Shares*”). For all purposes of this agreement, the Owned Voting Shares and Owned Shares will include any shares of Company Class A Common Stock, and the Owned Shares will include any Company Class B Non-Voting Common Stock, as to which the undersigned acquires beneficial ownership after the date hereof.

2. *Agreement to Vote Owned Shares*. The undersigned agrees that at the Company Meeting or any other meeting or action of the stockholders of the Company, including a written consent solicitation, with respect to which the undersigned is entitled to vote its Owned Voting Shares, the undersigned will (a) vote all the Owned Voting Shares (or otherwise provide a proxy or consent) in favor of approval, and will not initiate any proxy solicitation or undertake any other efforts not to support approval, of the Merger Agreement, the Merger and any other matters required to be approved or adopted in order to effect the Merger and the transactions contemplated by the Merger Agreement, and (b) not vote the Owned Voting Shares (or otherwise provide a proxy or consent) in favor of approval of any Acquisition Proposal or any action that is intended to, or would reasonably be expected to, materially impede, interfere with or delay or otherwise materially and adversely affect the Merger or the transactions contemplated by the

Merger Agreement. Notwithstanding anything herein to the contrary, this Section 2 shall not require the undersigned to vote any of its Owned Voting Shares to amend the Merger Agreement or take any action that could result in the amendment, modification or waiver of a provision therein, in any such case, in a manner that (i) alters or changes the form of consideration to be paid in the Merger, (ii) adversely affects the tax consequences to the undersigned with respect to the consideration to be received in the Merger, (iii) decreases the consideration to be paid in the Merger, (iv) extends the Termination Date or imposes any additional conditions or obligations that would reasonably be expected to delay the consummation of the Merger beyond the Termination Date or (v) would otherwise be reasonably be expected to be materially adverse to the undersigned.

3. *Transfer of Owned Shares* . Prior to the Effective Time, the undersigned agrees that the undersigned will not without the prior written consent of Parent (which consent shall not be unreasonably withheld, delayed or conditioned), (1) directly or indirectly, sell, hypothecate, gift, bequeath, transfer, assign, lend, pledge or in any way whatsoever otherwise encumber or dispose of (whether for or without consideration, whether voluntarily or involuntarily or by operation of law), or enter into any contract, option, commitment, derivative or other arrangement or understanding with respect to any of the foregoing (each, a “*Transfer*”) of, any of the Owned Shares, unless the proposed transferee executes and delivers an agreement pursuant to which such proposed transferee agrees to comply with the requirements of this agreement and the undersigned provides prior written notice to Parent of any such proposed Transfer, *provided, however*, that the undersigned may without the obligation to obtain any agreement from any proposed transferee or provide any notice to Parent after the Requisite Company Vote is obtained, Transfer up to 25% of the Owned Shares owned by the undersigned at the time the Requisite Company Vote is obtained in Transfers that are exempt from registration and are in compliance with the volume limitations set forth in Rule 144, or (2) take any action or omit to take any action which would prohibit, prevent or preclude the undersigned from performing its obligations under this agreement.

4. *Further Assurances* . The undersigned, solely in his, her or its capacity as a stockholder of the Company, will take all reasonable actions and make all reasonable efforts, and will execute and deliver all such further documents, certificates and instruments, necessary or advisable in order to consummate the transactions contemplated hereby and by the Merger Agreement, including, without limitation, the agreement of the undersigned to vote the Owned Voting Shares in accordance with Section 2 hereof. The undersigned acknowledges and agrees that in the event that the Company Board submits any matter for a vote at the Company Meeting without recommendation, or withdraws its recommendation in accordance with Section 6.3 of the Merger Agreement, all obligations in this agreement, including the agreement of the undersigned to vote the Owned Voting Shares in accordance with the first sentence of Section 2 hereof, shall remain in full force and effect.

5. *No Solicitation* . The undersigned, solely in his, her or its capacity as a stockholder of the Company, agrees that the undersigned shall not, and shall direct the undersigned’s, agents and representatives (including, without limitation, any investment banker, attorney or accountant retained by the undersigned) not to, knowingly initiate, maintain, solicit or encourage, directly or indirectly, any inquiries or the making of any Acquisition Proposal or engage in any negotiations concerning, or provide any confidential information or data to, make inquiries of or have any

discussions with, any person (other than Parent or the Company or Parent's or the Company's Representatives acting in their capacity as such) relating to an Acquisition Proposal, or otherwise knowingly facilitate any effort or attempt to make or implement an Acquisition Proposal. Notwithstanding the foregoing, the undersigned and its agents and representatives may take the actions listed in this Section 5 to the extent the Company's Representatives would be permitted to take such actions pursuant to Section 6.13 of the Merger Agreement, and for the avoidance of doubt, may participate in discussions or negotiations with any person regarding an Acquisition Proposal if at such time the Company is permitted to do so with respect to such Acquisition Proposal pursuant to the Merger Agreement.

6. *Waiver of Certain Rights and Claims* .

(a) To the extent applicable, effective as of the Effective Time, the undersigned irrevocably agrees to waive and does hereby waive (1) any and all rights to which the undersigned has been, is or may be entitled under the Registration Rights Agreement, dated as of December 22, 2009, by and between North American Financial Holdings, Inc., FBR Capital Markets & Co., Crestview-NAFH, LLC and the other parties thereto, as amended (the

“Registration Rights Agreement”) and (2) any and all claims (whether at law, at equity, through arbitration or otherwise) against the Company, Parent, the Surviving Company, the Surviving Corporation and their respective affiliates and each of their respective officers, employees and directors to the extent relating to, in connection with or arising from the Registration Rights Agreement.

(b) The undersigned hereby agrees not to commence or participate in, and to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise relating to the negotiation, execution or delivery of this agreement or the Merger Agreement or the consummation of the Merger, including any claim alleging a breach of any fiduciary duty of the Company Board in connection with the entry into and performance of the Merger Agreement, the Merger or the other transactions contemplated by the Merger Agreement, or challenging the validity of or seeking to enjoin the operation of any provision of this agreement.

7. *Specific Performance* . The undersigned agrees that irreparable damage would occur in the event that any of the provisions of this agreement were not performed by the undersigned in accordance with their specific terms or were otherwise breached. Accordingly, the undersigned agrees that Parent will be entitled to seek an injunction or injunctions to prevent breaches hereof by the undersigned and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which Parent is entitled at law or in equity, and that the undersigned waives the posting of any bond or security in connection with any proceeding related thereto.

8. *Termination of this Agreement* . This agreement will terminate automatically upon earliest to occur of (a) the Effective Time, (b) the written agreement between Parent and the undersigned to terminate this agreement and (c) the termination of the Merger Agreement by either or both of the Company or Parent pursuant to Section 8.1 of the Merger Agreement. Upon such termination, no party shall have any further obligations or liabilities hereunder; *provided* , *however* , (i) such termination will not relieve any party from liability for any willful breach of

this agreement prior to such termination and (ii) the provisions of this Section 8 and Section 12 through Section 17 shall survive any termination of this agreement.

9. *Certain Representations and Warranties.* The undersigned hereby represents and warrants to Parent that the undersigned has the right, power and authority to execute and deliver this agreement; such execution and delivery, and the performance by the undersigned of each of its obligations under this agreement, does not and will not violate, result in a breach of, or require any consent, approval, or notice under, any trust instrument, organizational document, contract or agreement of any type or law; and this agreement has been duly executed and delivered by the undersigned and constitutes a legal, valid and binding agreement of the undersigned, enforceable in accordance with its terms (except to the extent that enforceability hereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles or doctrines).

10. *Appraisal Rights.* The undersigned hereby waives and agrees not to exercise any rights of appraisal or rights to dissent from the transactions contemplated by the Merger Agreement that he, she or it may have with respect to the Owned Shares under applicable law.

11. *Disclosure.* Parent hereby consents to and authorizes the undersigned and its agents and representatives to, to the extent the undersigned or such agents and representatives determine it to be necessary or advisable under applicable law, publish and disclose in all documents and schedules filed with the SEC (including any amendment to the undersigned's or any of its Affiliates' Schedule 13D) and all documents and schedules filed with any other Governmental Entity any press release or other disclosure document or filing in connection with the Merger or any of the transactions contemplated by the Merger Agreement or this agreement, a copy of this agreement, the identities of each party hereto and the nature of the undersigned's commitments and obligations under this agreement.

12. *Governing Law.* This agreement is governed by, and will be interpreted in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely within that State.

13. *Counterparts.* This agreement may be executed in multiple counterparts, and may be delivered by means of facsimile or email (or any other electronic means such as ".pdf" or ".tiff" files), each of which shall be deemed to constitute an original, but all of which together shall be deemed to constitute one and the same instrument.

14. *Severability.* Each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more provisions contained in this agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, (a) all other provisions of this agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner materially adverse to any party and (b) the parties shall negotiate in good faith to modify this agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby can be consummated as originally contemplated to the greatest extent possible.

15. *Amendment* . This agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the parties in interest at the time of the amendment.

16. *Notices* . All notices required hereunder will be provided in accordance with Section 9.5 of the Merger Agreement and shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(i) if to Parent to:

First Horizon National Corporation
165 Madison Ave. 23rd Floor
Memphis, TN 38103
Attention: William C. Losch III
Facsimile: 901-523-4651
E-mail: welosch@firsthorizon.com

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

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attention: H. Rodgin Cohen
Mitchell S. Eitel
Facsimile: 212-291-9028 / 212-291-9046
E-mail: cohenhr@sullcrom.com / eitelm@sullcrom.com

and

(ii) if to the undersigned, to the applicable address set forth on the signature page.

17. *Third Party Beneficiary* . The parties hereby designate the Company as an express third-party beneficiary of this Agreement having the right to enforce the terms herein, including, without limitation, Section 2 and Section 3.

* * *

The undersigned has executed and delivered this agreement as of the day and year first above written.

Very truly yours,

CRESTVIEW-NAFH, LLC

By: /s/Richard M. DeMartini
Name: Richard M. DeMartini
Title: Co-President

Number of Shares of Company Class A
Common Stock: 2,558,760
Number of Shares of Company Class B Non-
Voting Common Stock: 9,562,688

CRESTVIEW ADVISORS, L.L.C.
By: /s/Richard M. DeMartini
Name: Richard M. DeMartini
Title: Managing Director

Number of Shares of Company Class A
Common Stock: 50,000*

*Consists of 25,000 shares of Class A Common Stock and 25,000
vested option to purchase Class A Common Stock

c/o Crestview Advisors, L.L.C.
667 Madison Avenue, 10th Floor
New York, NY 10065

Attention: Ross A. Oliver, General Counsel
Facsimile: (212) 906-0794
E-mail: roliver@crestview.com

ACCEPTED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN:

FIRST HORIZON NATIONAL CORPORATION

By: /s/ D. Bryan Jordan
Name: D. Bryan Jordan
Title: Chairman of the Board, President and Chief
Executive Officer

[SIGNATURE PAGE TO COMPANY SUPPORT AGREEMENT]
