

SECURITIES AND EXCHANGE COMMISSION

FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

Filing Date: **1995-01-11**
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FILER

FIRST TENNESSEE NATIONAL CORP

CIK: **36966** | IRS No.: **620803242** | State of Incorporation: **TN** | Fiscal Year End: **1231**
Type: **S-8** | Act: **33** | File No.: **033-57241** | Film No.: **95501044**
SIC: **6021** National commercial banks

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9015234444

As filed with the Securities and Exchange Commission on January 11, 1995
 Registration No. 33-_____

SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

FIRST TENNESSEE NATIONAL CORPORATION
 (Exact name of registrant as specified in its charter)

TENNESSEE
 (State or other jurisdiction of
 incorporation or organization)

62-0803242
 (I.R.S. Employer
 Identification No.)

165 MADISON AVENUE
 MEMPHIS, TENNESSEE 38103
 (901) 523-4444
 (Address, including zip code, and telephone number,
 including area code, of registrant's principal
 executive offices)

NON-EMPLOYEE DIRECTORS' DEFERRED COMPENSATION STOCK OPTION PLAN
 OF FIRST TENNESSEE NATIONAL CORPORATION
 (Full title of plan)

HARRY A. JOHNSON, III
 EXECUTIVE VICE PRESIDENT AND GENERAL COUNSEL
 FIRST TENNESSEE NATIONAL CORPORATION
 165 MADISON AVENUE
 MEMPHIS, TENNESSEE 38103
 (901) 523-5624
 (Name, address, including zip code, and telephone number,
 including area code, of agent for service)
 With Copy to:

CLYDE A. BILLINGS, JR.
 Vice President & Counsel
 First Tennessee National Corporation
 165 Madison Avenue
 Memphis, TN 38103
 (901) 523-5679

CALCULATION OF REGISTRATION FEE

<TABLE>
 <CAPTION>

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price per Share (1)	Proposed Maximum Aggregate Offering Price (1)	Amount of Registration Fee (1)
<S> Common Stock and Associated Rights	<C> 225,000	<C> \$40.00	<C> \$9,000,000	<C> \$3,104

</TABLE>

(1) Calculated pursuant to Rule 457(h)(1), based on the average of the high and low prices reported on the Nasdaq Stock Market for Registrant's stock on January 6, 1995.

PART II. INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents filed with the Securities and Exchange Commission (the "Commission") are incorporated herein by reference:

- (a) The registrant's latest annual report, and where interests in

the plan are being registered, the plan's latest annual report, filed pursuant to Sections 13(a) or 15(d) of the Exchange Act.

- (b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the registrant document referred to in (a) above.
- (c) If the class of securities to be offered is registered under Section 12 of the Exchange Act, the description of such class of securities contained in a registration statement filed under such Act, including any amendment or report filed for the purpose of updating such description.

All documents filed by the registrant pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, subsequent to the date of this registration statement and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 4. Description of Securities

This item is not applicable.

Item 5. Interests of Named Experts and Counsel

The validity of original issue shares of \$2.50 par value Common Stock of First Tennessee National Corporation ("FTNC" or "the Registrant") to be issued pursuant to the Plan has been passed upon by Clyde A. Billings, Jr., Vice President and Counsel of FTNC. Mr. Billings beneficially owns shares of FTNC common stock and holds options to purchase such shares in an amount deemed substantial by securities regulations. On January 1, 1995, the number of shares, including options, beneficially owned was approximately 10,400.

Item 6. Indemnification of Directors and Officers

Tennessee Code Annotated Sections 48-18-501 through 48-18-509 authorize a corporation to provide for the indemnification of officers, directors, employees and agents in terms sufficiently broad to permit indemnification under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act of 1933, as amended. FTNC has adopted the provisions of the Tennessee statute pursuant to Article XXVIII of its Bylaws. Also FTNC has a "Directors' and Officers' Liability Insurance Policy" which provides coverage sufficiently broad to permit indemnification under certain circumstances for liabilities (including

II-1

3

reimbursement for expenses incurred) arising under the Securities Act of 1933, as amended.

Tennessee Code Annotated, Section 48-12-102, permits the inclusion in the charter of a Tennessee corporation of a provision, with certain exceptions, eliminating the personal monetary liability of directors to the corporation or its shareholders for breach of the duty of care. FTNC has adopted the provisions of the statute as Article 13 of its charter.

The shareholders of FTNC have approved an amendment to Article XXVIII of the Bylaws pursuant to which FTNC is required to indemnify each director and any officers designated by the Board of Directors, and advance expenses, to the maximum extent not prohibited by law, and in accordance with the foregoing, the Board of Directors is authorized to enter into individual indemnity agreements with the directors and such officers. Contracts have been approved for all of the directors and certain officers.

Item 7. Exemption from Registration Claimed

This item is not applicable.

- Item 8. Exhibits
- 4(a) Restated Charter of FTNC, as amended, attached as Exhibit 3(i) to FTNC's registration statement on Form S-4 (No. 33-53331) filed April 28, 1994 and incorporated herein by reference.
 - 4(b) Bylaws of FTNC, as amended, attached as Exhibit 3(ii) to FTNC's Quarterly Report on Form 10-Q for the quarter ended September 30, 1994 and incorporated herein by reference.
 - 4(c) Form of Common Stock Certificate, attached as Exhibit 4(a) to FTNC's registration statement on Form S-4 (No. 33-51223) filed November 30, 1993 and incorporated herein by reference.
 - 4(d) Shareholder Protection Rights Agreement, dated as of September 7, 1989, between FTNC and First Tennessee Bank National Association as Rights Agent, incorporated by reference to FTNC's registration statement on Form 8-A, filed September 8, 1989.
 - 4(e) Copy of Non-Employee Directors' Deferred Compensation Stock Option Plan of First Tennessee National Corporation.
 - 5 Opinion of Clyde A. Billings, Jr. as to legality.
 - 23(a) Consent of Arthur Andersen LLP.
 - 23(b) Consent of Baylor and Backus.
 - 23(c) Consent of Clyde A. Billings, Jr. (included in Exhibit 5 above).
 - 24 Powers of Attorney.

Item 9. Undertakings

- (a) The undersigned registrant hereby undertakes:

II-2

4

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
 - (ii) To reflect in the prospectus any fact or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represents a fundamental change in the information set forth in the registration statement;
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-3 or Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities

at that time shall be deemed to be the initial bona fide offering thereof.

- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification

II-3

5

by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

II-4

6

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Memphis and State of Tennessee, on January 11, 1995.

FIRST TENNESSEE NATIONAL CORPORATION

By: James F. Keen

James F. Keen
Senior Vice President and Controller

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

<TABLE>
<CAPTION>

Signature Title Date

<S> Ralph Horn* ----- Ralph Horn	<C> Chief Executive Officer (Principal Executive Officer) and a Director	<C> January 11, 1995
Susan Schmidt Bies* ----- Susan Schmidt Bies	Executive Vice President and Chief Financial Officer (principal financial officer)	January 11, 1995
James F. Keen* ----- James F. Keen	Senior Vice President and Controller (principal accounting officer)	January 11, 1995
Jack A. Belz* ----- Jack A. Belz	Director	January 11, 1995
Robert C. Blattberg* ----- Robert C. Blattberg	Director	January 11, 1995
J. R. Hyde, III* ----- J. R. Hyde, III	Director	January 11, 1995
R. Brad Martin* ----- R. Brad Martin	Director	January 11, 1995
Joseph Orgill, III* ----- Joseph Orgill, III	Director	January 11, 1995
Richard E. Ray* ----- Richard E. Ray	Director	January 11, 1995
Vicki G. Roman* ----- Vicki G. Roman	Director	January 11, 1995

</TABLE>

II-5

7

<TABLE>

<S> Michael D. Rose* ----- Michael D. Rose	<C> Director	<C> January 11, 1995
William B. Sansom* ----- William B. Sansom	Director	January 11, 1995
Gordon P. Street, Jr.* ----- Gordon P. Street, Jr.	Director	January 11, 1995
Ronald Terry* ----- Ronald Terry	Director	January 11, 1995
By:Clyde A. Billings, Jr. ----- Clyde A. Billings, Jr. *As Attorney-in-Fact		January 11, 1995

</TABLE>

II-6

EXHIBIT INDEX

Exhibit Table No.

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- 4 (e) Copy of Non-Employee Directors' Deferred Compensation Stock Option Plan of First Tennessee National Corporation.
- 5 Opinion of Clyde A. Billings, Jr. as to legality.
- 23 (a) Consent of Arthur Andersen LLP.
- 23 (b) Consent of Baylor and Backus.
- 23 (c) Consent of Clyde A. Billings, Jr. (included in opinion filed as Exhibit 5).
- 24 Powers of Attorney.

FIRST TENNESSEE NATIONAL CORPORATION

NON-EMPLOYEE DIRECTORS' DEFERRED
COMPENSATION STOCK OPTION PLAN

1. PURPOSE. The Non-Employee Directors' Deferred Compensation Stock Option Plan of the First Tennessee National Corporation has been adopted to advance the interests of shareholders by encouraging non-employee members of the Board of Directors to acquire proprietary interests in the Company in the form of Stock Options granted in lieu of Retainer/Fees that otherwise would have been paid in cash for serving on the Board of Directors or any committee thereof.
2. DEFINITIONS. As used in the Plan, the following terms shall have the respective meanings set forth below:
 - (a) "Board" means the Board of Directors of the Company.
 - (b) "Common Stock" means the common stock, par value \$2.50 per share, of the Company.
 - (c) "Company" means the First Tennessee National Corporation, a corporation established under the laws of the State of Tennessee.
 - (d) "Deferred Compensation Stock Option" or "Stock Option" means a right granted at the election of a Non-Employee Director pursuant to Section 6.
 - (e) "Disability" means total and permanent disability, which if the Participant were an employee of the Company, would be treated as a total and permanent disability under the terms of the Company's long-term disability plan for employees, as may be in effect from time to time.
 - (f) "Early Retirement" means retirement from Board service after the age of 55 with 120 or more full months of aggregate Board service.
 - (g) "Fair Market Value" means the average of the high and low sales prices at which shares of Common Stock are traded, as publicly reported by the Wall Street Journal, on the applicable date or, if there were no sales of Common Stock reported for such date, the last prior date for which a sale is reported.

(h) "Grant Date" means the applicable date, as specified in Section 7, on which a Stock Option is granted to a Non-Employee Director by reason of an election made pursuant to Section 6.

2

(i) "Non-Employee Director" means a member of the Board who is not an employee of the Company or any subsidiary or affiliate of the Company at the time such person elects to receive Retainer/Fees in the form of Stock Options.

(j) "Normal Retirement" means the date at which any Non-Employee Director is no longer qualified to serve on the Board based on the then-current retirement age policy contained in the Company's by-laws or, if not in the by-laws, as adopted by the Board.

(k) "Participant" means a person who has received one or more Stock Options or the legal representative, heir or estate of such person.

(l) "Plan" means the Non-Employee Directors' Deferred Compensation Stock Option Plan.

(m) "Retainer/Fees" means the retainer and meeting attendance fees payable to a Non-Employee Director for service as member of the Board and/or member of any committee of the Board.

(n) "1934 Act" means the Securities Exchange Act of 1934, as amended from time to time.

3. EFFECTIVE DATE. The Plan shall be effective on the date it is approved by the shareholders of the Company and shall remain in effect through the last Grant Date occurring in calendar year 1999, unless the Plan is terminated by the Board earlier than such date subject to the provisions of Section 11. If shareholder approval is not obtained by June 30, 1995, the Plan shall be nullified and all elections to receive Stock Options shall be rescinded and all Non-Employee Directors shall receive cash equal to all Retainer/Fees that had been the subject of an election hereunder. Upon termination of the Plan, the applicable terms of the Plan shall continue to apply to all Stock Options which are outstanding on the date the Plan is terminated and to any Stock Options which are granted subsequent to such date pursuant to Section 11.

4. PLAN OPERATION. The Plan is intended to meet the requirements of a "formula" plan" for purposes of Rule 16b-3 under the 1934 Act as

currently applicable to the Plan and accordingly is intended to be self-governing. To this end the Plan is expected to require no discretionary action by any administrative body except as contemplated by Section 5(b). However, should any questions of interpretation arise, they shall be resolved by the Human Resources Committee of the Board or such other Committee as the Board may from time to time designate. The Plan shall be interpreted to comply with Rule 16b-3 under the 1934 Act, as then applicable to the Company's employee benefit plans, and any action under this Plan that would be inconsistent with the requirements of Rule 16b-3 as then applicable shall be null and void.

2

3

5. COMMON STOCK AVAILABLE FOR STOCK OPTIONS.

- (a) A maximum of 225,000 shares of Common Stock may be issued upon the exercise of Stock Options granted under the Plan. Shares of Common Stock shall not be deemed issued until the applicable Stock Option has been exercised and, accordingly, any shares of Common Stock represented by Stock Options which expire unexercised or which are cancelled shall remain available for issuance under the Plan.
- (b) The Board, as it deems appropriate to preserve Participant's benefits and to meet the intent of the Plan, may make equitable adjustments to the number of shares available under the Plan and covered by outstanding Stock Options and to the exercise prices of outstanding Stock Options in the event of any change in capitalization or similar action affecting Common Stock. Such actions may include, but are not limited to, any stock dividend, stock split, combination or exchange of shares, merger, consolidation, recapitalization, spin-off or other distribution (other than normal cash dividends) of Company assets to shareholders, or any other change affecting the Common Stock.

6. ELECTIONS TO RECEIVE STOCK OPTIONS. Each Non-Employee may make a one-time irrevocable election to receive Stock Options under the Plan, provided that such election conforms to the following:

- (a) Each Non-Employee Director serving as of January 1, 1995, must make his or her election under the Plan no later than January

31, 1995. Such election, if any, shall be applicable to Retainer/Fees otherwise payable to such Non-Employee Director for service from February 1, 1995 through December 31, 1999, subject to the requirements of Section 9.

- (b) Each Non-Employee Director who is newly appointed or elected to the Board after January 1, 1995, must make his or her election, if any, under the Plan no later than 30 days following the commencement of such person's Board service. Such election, if any, shall be applicable to Retainer/Fees earned by such Non-Employee Director from the date of such election through December 31, 1999, subject to the requirements of Section 9. The above notwithstanding, no election under the Plan shall be permitted after June 30, 1999.
- (c) In making an irrevocable election to receive Retainer/Fees in the form of Stock Options, the Non-Employee Director must designate that the election is for all or a specified portion of the Retainer/Fees payable to him or her through December 31, 1999.

7. EFFECTIVE GRANT DATES.

- (a) The Grant Dates for Stock Options granted pursuant to an election covered by Section 6(a) made by a Non-Employee Director serving on the Board as of January 1, 1995 shall be June 30 and December 31 for each of the calendar years such election is in effect.
- (b) The Grant Dates for Stock Options granted pursuant to an election covered by Section 6(b) made by a Non-Employee Director elected or appointed to the Board after January 1, 1995, shall be:
 - (i) For the initial Stock Option granted, the earliest calendar date specified by Section 7(a) to occur after such election, or, if then required by Rule 16b-3 under the 1934 Act as then applicable to the Plan, the last day of the second full calendar quarter of Board service after an election pursuant

to Section 6 has been made.

- (ii) For all Stock Options granted subsequent to the initial Stock Option, each subsequent June 30 and December 31 for each of the calendar years such election is in effect.

8. STOCK OPTION GRANTS. Stock Options granted under the Plan shall have the following terms and conditions:

- (a) Each Stock Option shall have a per share exercise price equal to 85% of the Fair Market Value on the Grant Date.
- (b) Each Stock Option shall cover the number of shares determined by the following formula:

$$\frac{\text{Amount of Retainer/Fees Earned}}{\text{Fair Market Value} - 85\% \times \text{Fair Market Value}} = \text{Number of Common Shares}$$

If the number of Common Shares resulting from this calculation is not a whole number, the amount will be rounded up to the next whole number. The "Amount of Retainer/Fees Earned" for purposes of this calculation shall be such amount as was payable to the Participant since the prior applicable Grant Date or since February 1, 1995, in the case of an election pursuant to Section 6(a), or the date of the election in the case of an election pursuant to Section 6(b).

- (c) Each Stock Option shall expire on the twentieth anniversary of its Grant Date, subject to earlier or later expiration in accordance with Section 9.

- (d) Each Stock Option shall be immediately exercisable upon grant, except, however, that the Board may postpone the exercise of a Stock Option during such period of time that is deemed reasonably necessary to prevent any acts or omissions that the Board reasonably believes could result in the violation of any

state or federal law.

9. TERMINATION OF BOARD SERVICE.

- (a) If a Non-Employee Director terminates Board service for any reason (or becomes an employee of the Company) prior to a Grant Date upon which he or she would otherwise receive a Stock Option under the Plan, no future Stock Options shall be granted to him or her and any Retainer/Fees that have been earned, but which were to be paid in the form of a Stock Option will be paid in cash instead.
- (b) If a Participant terminates Board service with less than 120 full months of aggregate Board service or prior to Normal or Early Retirement for any reason other than death or Disability, all outstanding Stock Options held by such Participant shall expire on the first anniversary of such person's termination of Board service.
- (c) If a Participant terminates Board service due to death, Disability or because of Normal or Early Retirement, each outstanding Stock Option held by such Participant shall terminate at the earlier of the fifth anniversary of such Participant's termination of Board service or the end of the term of the Stock Option.
- (d) The above notwithstanding, any Stock Option held by a Participant at the time of the Participant's death shall expire on the later of the date provided for by Section 9(b) or 9(c), or the first anniversary of the Participant's death.

10. EXERCISE PAYMENT. A Stock Option, or portion thereof, may be exercised by written notice of the exercise delivered to the Human Resources Committee of the Board, or its designee, accompanied by payment of the exercise price. Such payment may be made by cash, personal check or Common Stock already owned by the Participant, valued at the Fair Market Value on the date of exercise, or a combination of such payment methods. As soon as practicable after notice of exercise and receipt of full payment for shares of Common Stock being acquired, the Company shall deliver a certificate to the Participant representing the Common Stock purchased through the Stock Option.

11. TERMINATION, SUSPENSION AND AMENDMENT OF THE PLAN. The Board may at any time terminate, suspend or amend the Plan, except that the Plan may not be amended in any manner which knowingly would: (a) cause the Plan not to comply with Rule 16b-3 under the 1934 Act as then applicable to the Company's employee benefit

plans; (b) cause Participants not to be deemed "disinterested persons" for purposes of Rule 16b-3 under the 1934 Act as then applicable to the Company's employee benefits plans; or (c) adversely affect a Participant's rights under the Plan, without the consent of the Participant. If the Plan is terminated or suspended prior to December 31, 1999, any Retainer/Fees which have been earned but not paid as of the effective date of termination of the Plan and which are the subject of an election pursuant to Section 6, will be delivered in the form of Stock Options on the appropriate Grant Date, notwithstanding that such date is subsequent to the date the Plan has otherwise been terminated or suspended.

12. GENERAL PROVISIONS.

- (a) Stock Options shall not be transferable or assignable other than by (a) will or the laws of descent and distribution, or (b) to the extent permitted by Rule 16b-3 under the 1934 Act as then applicable to the Company's employee benefits plans, by gift or other transfer to either (i) any trust or estate in which the original award recipient or such person's spouse or other immediate relative has a substantial beneficial interest or (ii) a spouse or other immediate relative, provided that such a transfer will continue to require such Stock Options to be disclosed pursuant to Item 403 of Regulation S-K under the Securities Act of 1933, as amended from time to time.
- (b) Stock Options shall be evidenced by written agreements or such other appropriate documentation prescribed by the Human Resources Committee of the Board or its designee.
- (c) Neither the Plan nor the granting of Stock Options nor any other action taken pursuant to the Plan, shall constitute or be evidence of any agreement or understanding, express or implied, that the Company shall retain the services of a Participant for any period of time or at any particular rate of compensation as a member of the Board. Nothing in the Plan shall in any way limit or affect the right of the Board or the shareholders of the Company to remove any Participant from the Board or otherwise terminate his or her service as a member of the Board.
- (d) The validity, construction and effect of the plan and any such

actions taken under or relating to the Plan shall be determined in accordance with the laws of the State of Tennessee and applicable federal law.

CLYDE A. BILLINGS, JR.
Vice President and Counsel

FIRST TENNESSEE NATIONAL CORPORATION
P. O. Box 84
Memphis, TN 38103
(901) 523-5679
Cable FIRBANK

January 11, 1995

Board of Directors
First Tennessee National Corporation
165 Madison Avenue
Memphis, TN 38103

Gentlemen:

I have acted as counsel to First Tennessee National Corporation, a Tennessee corporation (the "Company"), in connection with the registration on Form S-8, Registration Statement (the "Registration Statement") under the Securities Act of 1933, as amended (the "Act"), of 225,000 shares (the "Securities") of Common Stock, par value \$2.50 per share, of the Company, and associated stock purchase rights (the "Rights") to be issued pursuant to the Shareholder Protection Rights Agreement dated as of September 7, 1989 (the "Rights Agreement") between the Company and First Tennessee Bank National Association, as Rights Agent (the "Rights Agent"). The Securities are to be issued to non-employee directors of the Company who participate in the Company's Non-Employee Directors' Deferred Compensation Stock Option Plan (the "Plan") upon the valid exercise of stock options that may be granted to them pursuant to the Plan. I have examined the originals or copies, certified or otherwise identified to my satisfaction, of such corporate records, certificates and other documents, and such questions of law, as I have considered necessary or appropriate for the purposes of this opinion.

Upon the basis of such examination, it is my opinion that:

1. Securities subject to options which in the future are validly granted pursuant to the terms of the Plan will, when validly issued pursuant to the terms of the Plan, be validly issued, fully paid and non-assessable.
2. When the Securities have been validly issued, the rights attributable to the Securities will be validly issued.

Board of Directors
Page 2
January 11, 1995

In connection with my opinion set forth in paragraph (2) above, I note that the question whether the Board of Directors of the Company might be required to redeem the Rights at some future time will depend upon the facts and circumstances existing at that time and, accordingly, is beyond the scope of such opinion.

The foregoing opinion is limited to the federal laws of the United States and the laws of the State of Tennessee, and I am expressing no opinion as to the effect of the laws of any other jurisdiction.

In rendering the foregoing opinion, I have relied to the extent I deem such reliance appropriate as to certain matters on statements, representations and other information obtained from public officials, officers of the Company and other sources believed by me to be responsible.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement, and to the reference to me in the Prospectus that is a part of the Registration Statement. In giving such consent, I do not thereby admit that I am in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

Clyde A. Billings, Jr.

Clyde A. Billings, Jr.

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement on Form S-8 of our report dated January 18, 1994, incorporated by reference in First Tennessee National Corporation's Form 10-K for the year ended December 31, 1993, and to all references to our firm included in this registration statement.

Arthur Andersen LLP

Memphis, Tennessee
January 11, 1995

BAYLOR AND BACKUS
CERTIFIED PUBLIC ACCOUNTANTS
2112 NORTH ROAN STREET
FIRST TENNESSEE BUILDING, SUITE 801
P. O. BOX 1736
JOHNSON CITY, TENNESSEE 37605
TELEPHONE 615 282-9000

Consent of Independent Public Accountants

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement on Form S-8 of our report for the years ended December 31, 1991 and 1990 dated February 21, 1992, except with respect to the information discussed in Note 27, as to which the date is October 21, 1992, incorporated by reference in First Tennessee National Corporation's Form 10-K for the year ended December 31, 1993, and to all references to our firm included in this registration statement.

Baylor and Backus

Baylor and Backus
Certified Public Accountants

Johnson City, Tennessee

January 11, 1995

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below does hereby constitute and appoint SUSAN SCHMIDT BIES, JAMES F. KEEN, CLYDE A. BILLINGS, JR., and TERESA A. FEHRMAN, jointly and each of them severally, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to execute and sign the Registration Statement on Form S-8 to be filed with the Securities and Exchange Commission, pursuant to the provisions of the Securities Act of 1933, by First Tennessee National Corporation ("Corporation") relating to the issuance of its Common Stock, par value \$2.50 per share, pursuant to the Non-Employee Directors' Deferred Compensation Stock Option Plan of the Corporation and, further, to execute and sign any and all pre-effective and post-effective amendments thereto and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, or their or his or her substitute or substitutes, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all the acts that said attorneys-in-fact and agents, or any of them, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

<TABLE>

<CAPTION>

Signature -----	Title -----	Date ----
<S>	<C>	<C>
Ralph Horn ----- Ralph Horn	Chief Executive Officer (principal executive officer) and a Director	January 11, 1995
Susan Schmidt Bies ----- Susan Schmidt Bies	Executive Vice President and Chief Financial Officer (principal financial officer)	January 11, 1995
James F. Keen	Senior Vice President and	January 11, 1995

----- James F. Keen	Controller (principal accounting officer)	
Jack A. Belz ----- Jack A. Belz	Director	January 11, 1995
Robert C. Blattberg ----- Robert C. Blattberg	Director	January 11, 1995
J. R. Hyde, III ----- J. R. Hyde, III	Director	January 11, 1995
R. Brad Martin ----- R. Brad Martin	Director	January 11, 1995
Joseph Orgill, III ----- Joseph Orgill, III	Director	January 11, 1995
Richard E. Ray ----- Richard E. Ray	Director	January 11, 1995

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<CAPTION>

Signature -----	Title -----	Date -----
<S>	<C>	<C>

Vicki G. Roman ----- Vicki G. Roman	Director	January 11, 1995
Michael D. Rose ----- Michael D. Rose	Director	January 11, 1995
William B. Sansom ----- William B. Sansom	Director	January 11, 1995
Gordon P. Street, Jr. ----- Gordon P. Street, Jr.	Director	January 11, 1995
Ronald Terry ----- Ronald Terry	Director	January 11, 1995

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