The Charles Schwab Corporation
211 Main Street
San Francisco, California 94105

SUPPLEMENT TO THE JOINT PROXY STATEMENT/PROSPECTUS FOR THE SPECIAL MEETING OF STOCKHOLDERS TO BE HELD JUNE 4, 2020

May 15, 2020

These definitive additional materials amend and supplement the definitive joint proxy statement/prospectus dated May 4, 2020, which is referred to in this supplement as the definitive joint proxy statement/prospectus, initially mailed to stockholders on or about May 6, 2020, by The Charles Schwab Corporation, a Delaware corporation, which is referred to in this supplement as Schwab, for the special meeting of stockholders of Schwab to be held virtually via the Internet on June 4, 2020, at 11:00 a.m. Pacific time, which is referred to in this supplement as the Schwab special meeting. To attend the Schwab special meeting, Schwab stockholders must register in advance at www.schwabevents.com/corporation by June 2, 2020, at 5:00 p.m., Pacific time.

As previously disclosed, on November 24, 2019, Schwab entered into the Agreement and Plan of Merger, which is sometimes referred to in this supplement as the merger agreement, by and among Schwab, Americano Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Schwab, which is referred to in this supplement as Merger Sub, and TD Ameritrade Holding Corporation, a Delaware corporation, which is referred to in this supplement as TD Ameritrade, pursuant to which Merger Sub will be merged with and into TD Ameritrade, with TD Ameritrade continuing as the surviving corporation and a wholly owned subsidiary of Schwab, in a transaction that is referred to in this supplement as the merger.

On May 14, 2020, Schwab entered into Amendment No 1. to the Agreement and Plan of Merger, which is referred to in this supplement as the merger agreement amendment. The merger agreement amendment revises the Schwab charter amendment, as that term is defined in the definitive joint proxy statement/prospectus, to reflect certain technical changes to the transfer restrictions applicable to the Schwab nonvoting common stock, as that term is defined in the definitive joint proxy statement/prospectus, and to remove the option, exercisable under certain limited circumstances, of a holder of the Schwab nonvoting common stock to convert the Schwab nonvoting common stock to Schwab common stock, as that term is defined in the definitive joint proxy statement/prospectus. A copy of the merger agreement amendment is attached as Annex A-1 to this supplement.

Other than as expressly modified by the merger agreement amendment, the merger agreement remains in full force and effect as originally executed on November 24, 2019.

After taking into account the changes resulting from the merger agreement amendment, the Schwab board of directors continues to unanimously recommend that Schwab stockholders vote "FOR" the approval of the share issuance, "FOR" the approval of the Schwab charter amendment and "FOR the Schwab adjournment proposal.

If any stockholders have not already submitted a proxy for use at the Schwab special meeting, they are urged to do so promptly. No action in connection with this supplement is required by any stockholder who has previously delivered a proxy and who does not wish to revoke or change that proxy.

If you have any questions concerning the merger, the merger agreement, the share issuance, the Schwab charter amendment, the Schwab adjournment proposal, the Schwab special meeting, this supplement or the joint proxy statement/prospectus, or you would like an additional copy of this supplement or the joint proxy statement/prospectus or you need help submitting your proxy for your shares of Schwab common stock, please contact: D.F. King & Co., Inc., toll free at (800) 884-5101 or The Charles Schwab Corporation at investor.relations@schwab.com.

The information contained herein speaks only as of May 15, 2020 unless the information specifically indicates that another date applies.

SUPPLEMENTAL DISCLOSURES TO DEFINITIVE JOINT PROXY STATEMENT/PROSPECTUS

This supplemental information should be read in conjunction with the definitive joint proxy statement/prospectus, which should be read in its entirety. Defined terms used but not defined herein have the meanings set forth in the definitive joint proxy statement/prospectus. Supplemental disclosure under "THE MERGER" and "THE SCHWAB CHARTER AMENDMENT" below is indicated by underlines and strikethroughs as appropriate.

The definitive joint proxy statement/prospectus is amended and supplemented to add the merger agreement amendment as Annex A-1 thereto. Except as the context may otherwise require, all references in the definitive joint proxy statement/prospectus to the merger agreement will be deemed to refer to such agreement as amended by the merger agreement amendment and as may be further amended from time to time. Except as the context may otherwise require, all references in the definitive joint proxy statement/prospectus to Annex A refer to Annex A and Annex A-1.

Annex B of the definitive joint proxy statement/prospectus is restated by replacing the Schwab charter amendment attached as Annex B to the definitive joint proxy statement/prospectus with the Schwab charter amendment attached as Annex B to this supplement. Except as the context may otherwise require, all references in the definitive joint proxy statement/prospectus to the Schwab charter amendment attached as Annex B refer to such version of Annex B as replaced by this supplement.

THE MERGER

Background of the Merger

The definitive joint proxy statement/prospectus is amended and supplemented to add the following after the fourth full paragraph on page 115 of the definitive joint proxy statement/prospectus.

On May 12, 2020, the Schwab board of directors held a meeting at which members of Schwab management were present. At the meeting, the Schwab board of directors discussed the proposed terms of Amendment No. 1 to the Agreement and Plan of Merger, dated as of November 24, 2019, by and among TD Ameritrade, Schwab and Merger Sub, which is referred to in this joint proxy statement/prospectus as the merger agreement amendment, pursuant to which the Schwab charter amendment would be revised to reflect certain technical changes to the transfer restrictions applicable to the Schwab nonvoting common stock and to remove the option, exercisable under certain limited circumstances, of a holder of the Schwab nonvoting common stock to convert such nonvoting common stock to Schwab common stock. Following these discussions, the Schwab board of directors unanimously (i) determined that the merger agreement amendment and the related revised charter amendment are advisable and fair to, and in the best interests of, Schwab and the Schwab stockholders and (ii) after taking into account the merger agreement amendment and the related revised charter amendment, reaffirmed the recommendations described under "—Schwab's Reasons for the Merger; Recommendation of the Schwab Board of Directors."

On May 14, 2020, the TD Ameritrade board of directors held a meeting at which members of TD Ameritrade management were present. At the meeting, the TD Ameritrade board of directors reviewed the proposed terms of the merger agreement amendment. Following discussion, and upon the unanimous recommendation of the strategic development committee, the TD Ameritrade board of directors unanimously determined that the merger agreement amendment is advisable and fair to, and in the best interests of, TD Ameritrade and its stockholders, and approved and adopted the merger agreement amendment. The TD Ameritrade board of directors unanimously recommends that TD Ameritrade stockholders approve and adopt the merger agreement, as amended, at the TD Ameritrade special meeting. See "—TD Ameritrade's Reasons for the Merger; Recommendation of the Strategic Development Committee and the TD Ameritrade Board of Directors."

On May 14, 2020, the parties executed and delivered the merger agreement amendment, a copy of which is attached as Annex A-1 to this joint proxy statement/prospectus. TD Bank consented to the merger agreement amendment under the TD Bank voting agreement and the letter agreement, and the significant Schwab stockholders consented to the merger agreement amendment under the significant Schwab stockholders voting agreement.

THE SCHWAB CHARTER AMENDMENT

The following disclosure supplements and restates the fourth full paragraph on page 190 of the joint proxy statement/prospectus.

Holders of Schwab nonvoting common stock may not transfer any shares of Schwab nonvoting common stock except (i) to an affiliate of such holder, which is referred to in this joint proxy statement/prospectus as a permitted inside transfer, or (ii) (w) in a widespread public distribution (or to an underwriter solely for the purpose of conducting a widespread public distribution), (x) in a transfer in which no relevant transferee (or group of associated transferees) ~~acquires~~ would receive 2% or more of the outstanding securities of any "class of voting shares" (as defined in 12 C.F.R. § 238.2(r)(3) or 12 C.F.R. § 225.2(q)(3), as applicable) of Schwab, (y) to a transferee that would ~~own or~~ control more than 50% of ~~any~~ every "class of voting shares" (as defined in 12 C.F.R. § 238.2(r)(3) or 12 C.F.R. § 225.2(q)(3), as applicable) of Schwab without ~~regard to~~ any transfer ~~of shares~~ from the transferring holder, or (z) to Schwab (the transfer processes set forth in clause (ii) of this paragraph is collectively referred to in this joint proxy statement/prospectus as a permitted outside transfer); provided, that notwithstanding anything in clause (ii) of this paragraph, any transfer of shares of Schwab nonvoting common stock by a holder thereof in any transaction described in any of the foregoing clauses (w), (x), (y) or (z) that is also a permitted inside transfer will constitute a permitted inside transfer and not a permitted outside transfer. Any attempt to transfer any shares of Schwab nonvoting common stock not in compliance with these transfer restrictions will be null and void, and Schwab has the authority to cause the transfer agent, if any, for Schwab nonvoting common stock not to give any effect in Schwab's stock records to such attempted transfer.

The following disclosure shall be inserted as the first full paragraph on page 191 of the joint proxy statement/prospectus.

Pursuant to the original terms of the Schwab charter amendment, any holder of Schwab nonvoting common stock would have had the option to convert its Schwab nonvoting common stock into Schwab voting common stock upon Schwab ceasing to be a savings and loan holding company and not controlling any insured depository institution for purposes of HOLA or the BHC. Pursuant to the terms of the merger agreement amendment, the Schwab charter amendment was revised to delete this optional conversion provision.

Important Information About the Transaction and Where to Find it

In connection with the proposed transaction between Schwab and TD Ameritrade, Schwab and TD Ameritrade have filed and will file relevant materials with the Securities and Exchange Commission (the "SEC"). Schwab has filed a registration statement on Form S-4 that includes a joint proxy statement of Schwab and TD Ameritrade that also constitutes a prospectus of Schwab. The registration statement on Form S-4, as amended, was declared effective by the SEC on May 6, 2020 and Schwab and TD Ameritrade mailed the definitive joint proxy statement/prospectus to their respective stockholders on or about May 6, 2020. INVESTORS AND SECURITY HOLDERS OF SCHWAB AND TD AMERITRADE ARE URGED TO READ THE REGISTRATION STATEMENT, THE DEFINITIVE JOINT PROXY STATEMENT/PROSPECTUS AND ANY OTHER RELEVANT DOCUMENTS THAT ARE FILED OR WILL BE FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THESE DOCUMENTS, CAREFULLY AND IN THEIR ENTIRETY BECAUSE THEY CONTAIN OR WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION AND RELATED MATTERS. Investors and security holders may obtain free copies of the registration statement and the definitive joint proxy statement/prospectus and other documents filed with the SEC by Schwab or TD Ameritrade through the website maintained by the SEC at http://www.sec.gov or by contacting the investor relations department of Schwab or TD Ameritrade at the following:

The Charles Schwab Corporation
211 Main Street
San Francisco, CA 94105
Attention: Investor Relations
(415) 667-7000
investor.relations@schwab.com

TD Ameritrade Holding Corporation
200 South 108th Avenue
Omaha, Nebraska 68154
Attention: Investor Relations
(800) 669-3900

Schwab, TD Ameritrade, their respective directors and certain of their respective executive officers may be deemed to be participants in the solicitation of proxies in respect of the proposed transaction. Information regarding the directors and executive officers of Schwab, and their direct or indirect interests in the transaction, by security holdings or otherwise, is contained in Schwab's Form 10-K for the year ended December 31, 2019, its proxy statement filed on March 31, 2020 and its Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. Information regarding the directors and executive officers of TD Ameritrade, and their direct or indirect interests in the transaction, by security holdings or otherwise, is contained in TD Ameritrade's Form 10-K for the year ended September 30, 2019, as amended, and its Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. Additional information regarding the participants in the proxy solicitations and a description of their direct and indirect interests, by security holdings or otherwise, is contained in the definitive joint proxy statement/prospectus and other relevant materials filed with the SEC.

No Offer or Solicitation

This communication is not intended to and shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote of approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

ANNEX A-1

AMENDMENT NO. 1 TO
AGREEMENT AND PLAN OF MERGER

This AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER (this "**Amendment**"), dated as of May 14, 2020, is by and among The Charles Schwab Corporation, a Delaware corporation ("**Parent**"), Americano Acquisition Corp., a Delaware corporation and a direct, wholly owned Subsidiary of Parent ("**Merger Sub**"), and TD Ameritrade Holding Corporation, a Delaware corporation (the "**Company**").

W I T N E S S E T H:

WHEREAS, Parent, Merger Sub and the Company are parties to that certain Agreement and Plan of Merger, dated as of November 24, 2019 (the "**Merger Agreement**");

WHEREAS, Section 11.03 of the Merger Agreement provides that any amendment to the Merger Agreement must be made in writing and signed by each of Parent, Merger Sub and the Company; and

WHEREAS, Parent, Merger Sub and the Company desire to amend the Merger Agreement pursuant to Section 11.03 thereof as set forth herein.

NOW THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, Parent, Merger Sub and the Company hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Merger Agreement.

SECTION 2. Amendment to the Merger Agreement. Exhibit B of the Merger Agreement is hereby amended and restated in its entirety as set forth on Annex I of this Amendment.

SECTION 3. No Further Amendment. Except as and to the extent expressly modified by this Amendment, the Merger Agreement is not otherwise being amended, modified or supplemented and shall remain in full force and effect in accordance with its terms.

SECTION 4. References to the Merger Agreement. Once this Amendment becomes effective, each reference in the Merger Agreement to "this Agreement," "hereof," "hereunder" or words of like import referring to the Merger Agreement shall refer to the Merger Agreement as amended by this Amendment.

SECTION 5. Miscellaneous Provisions. Article 11 of the Merger Agreement shall apply to this Amendment *mutatis mutandis* and to the Merger Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms as modified hereby.

[Signature Page Follows]

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

THE CHARLES SCHWAB CORPORATION

By: /s/ Peter Crawford

Name: Peter Crawford
Title: Executive Vice President and Chief Financial Officer

AMERICANO ACQUISITION CORP.

By: /s/ Joseph R. Martinetto

Name: Joseph R. Martinetto
Title: Senior Executive Vice President and Chief Operating Officer

TD AMERITRADE HOLDING CORPORATION

By: /s/ Stephen J. Boyle

Name: Stephen J. Boyle
Title: Interim President and Chief Executive Officer

Annex I

Parent Charter Amendment

[See Annex B to the Supplement.]

ANNEX B

AMENDMENT TO
FIFTH RESTATED CERTIFICATE OF INCORPORATION OF
THE CHARLES SCHWAB CORPORATION
(Effective [•])

(Originally incorporated on November 25, 1986,
under the name CL Acquisition Corporation)

It is hereby certified that

FIRST. The name of this corporation (hereinafter called the "**Corporation**") is THE CHARLES SCHWAB CORPORATION.

SECOND. The Fifth Restated Certificate of Incorporation of the Corporation is hereby amended by striking out Article FOURTH thereof and restating it in its entirety as follows:

"FOURTH.

(A) This Corporation is authorized to issue three classes of stock: preferred stock, common stock and nonvoting common stock. The authorized number of shares of capital stock is Three Billion, Three Hundred Nine Million, Nine Hundred Forty Thousand (3,309,940,000) shares, of which the authorized number of shares of preferred stock is Nine Million, Nine Hundred Forty Thousand (9,940,000), the authorized number of shares of common stock is Three Billion (3,000,000,000) and the authorized number of shares of nonvoting common stock is Three Hundred Million (300,000,000). As used in this Fifth Restated Certificate of Incorporation, references to "common stock" refer to the class of voting shares of common stock, references to "Nonvoting common stock" refer to the class of nonvoting common stock, and the class of common stock together with the class of Nonvoting common stock are collectively referred to as the "Common Shares." The stock, whether preferred stock, common stock or Nonvoting common stock, shall have a par value of one cent ($0.01) per share. The number of authorized shares of any class or classes of stock may be increased or decreased (but not below the number of shares of such class then outstanding plus the number of shares of such class reserved for issuance, including shares reserved for issuance upon the conversion or exercise of any security of the Corporation providing for the issuance or delivery of shares of such class upon the conversion or exercise thereof) by the affirmative vote of the holders of a majority of common stock.

(B) *Common Shares*.

(1) *Dividends and Other Distributions*. Subject to the preferences applicable to any series of preferred stock, if any, outstanding at any time, and subject to the proviso in the following sentence, the holders of Common Shares shall share equally and be treated identically, on a per share basis, in dividends and other distributions of cash, property or shares of stock of the Corporation as may be declared by the Board of Directors from time to time with respect to the Common Shares out of assets or funds of the Corporation legally available therefor, including, without limitation, in respect of related declaration dates, record dates and payment dates. In furtherance and not in limitation of the foregoing, no dividend may be declared or paid with respect to shares of common stock unless an identical per share dividend is simultaneously declared and paid in respect of shares of Nonvoting common stock, and no dividend may be declared or paid with respect to shares of Nonvoting common stock unless an identical per share dividend is simultaneously declared and paid in respect of shares of common stock; *provided*, *however*, that in the event that any dividend is paid in the form of Common Shares or rights to acquire Common Shares, the holders of common stock shall receive common stock or rights to acquire common stock, as the case may be, and the holders of Nonvoting common stock shall receive Nonvoting common stock or rights to acquire Nonvoting common stock, as the case may be.

(2) *Voting Rights*.

(a) Except as otherwise provided by applicable law, this Restated Certificate of Incorporation or any certificate of designations, all of the voting power of the Corporation shall be vested in the holders of common stock, and each holder of common stock shall have one vote for each share of common stock held by such holder on all matters to be voted upon by the stockholders; *provided*, *however*, that, except as otherwise required by law, holders of common stock shall not be entitled to vote on any amendment to this Restated Certificate of Incorporation (including any certificate of designations relating to any series of preferred stock) that relates solely to the terms of one or more outstanding series of preferred stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to this Restated Certificate of Incorporation (including any certificate of designations relating to any series of preferred stock). For the avoidance of doubt, the reference to "this Corporation's common stock" in the definition of "Voting Stock" in paragraph (C)(12) of Article TENTH shall be deemed to be a reference to the common stock.

(b) Nonvoting common stock shall not have any voting power (and shall not be included in determining the number of shares voting or entitled to vote on a given matter), except (i) that any amendment, alteration or repeal (including by merger, consolidation or otherwise) of any provision of this Restated Certificate of Incorporation in a manner that significantly and adversely affects the rights or preferences of the Nonvoting common stock contained in this Fifth Restated Certificate of Incorporation, relative to the effect of such amendment, alteration or repeal on the common stock, shall require the affirmative vote of a majority of the outstanding shares of Nonvoting common stock, voting separately as a class, or (ii) as otherwise required by applicable law. Each holder of Nonvoting common stock shall have one vote for each share of Nonvoting common stock held by such holder on all matters to be voted upon by the holders of Nonvoting common stock.

(3) *Liquidation*. Subject to the preferences applicable to any series of preferred stock, if any outstanding at any time, in the event of the voluntary or involuntary liquidation, dissolution, distribution of assets or winding up of the Corporation, the holders of common stock and the holders of Nonvoting common stock shall be entitled to share equally, on a per share basis, all assets of the Corporation of whatever kind available for distribution to the holders of Common Shares.

(4) *Subdivision or Combinations*. If the Corporation in any manner subdivides or combines the outstanding shares of one class of Common Shares (including by way of a dividend payable in shares of common stock or Nonvoting common stock, but subject to the proviso to Section (B)(1) of this Article FOURTH), the outstanding shares of the other class of Common Shares will be subdivided or combined in the same manner proportionately and on the same basis per share.

(5) *Transfer Restrictions*.

(a) No holder of shares of Nonvoting common stock may transfer any shares of Nonvoting common stock except pursuant to (i) a Permitted Inside Transfer or (ii) a Permitted Outside Transfer.

(b) Any attempt to transfer any shares of Nonvoting common stock not in compliance herewith shall be null and void, and the Corporation shall not, and shall cause the transfer agent, if any, for Nonvoting common stock not to, give any effect in the Corporation's stock records to such attempted transfer.

(6) *Conversion of Nonvoting Common Stock*.

(a) *Automatic Conversion Upon Permitted Outside Transfer*. Upon any Permitted Outside Transfer, each share of Nonvoting common stock so transferred shall, automatically and without the act of the holder thereof, be converted into one share of common stock in the hands of the transferee, subject to paragraph (B)(6)(b) of this Article FOURTH. Such conversion shall take effect simultaneously with the applicable Permitted Outside Transfer.

(b) *Certain Conversion Terms*. After any Permitted Outside Transfer, the new holder of the shares of Nonvoting common stock so converted shall present to the Corporation such evidence of transfer as the Corporation may reasonably request, and as soon as practicable after the presentation thereof and, if required, the payment of all transfer and similar taxes, the Corporation shall issue and register in book-entry form in the name of such holder the number of shares of common stock issuable upon such conversion. Each holder of Nonvoting common stock shall give prompt notice to the Corporation of any Permitted Outside Transfer of shares of Nonvoting common stock by such holder; *provided* that in the case of any shares of Nonvoting common stock that are sold by a holder thereof in an offering that is a widespread public distribution under an effective registration statement pursuant to the Securities Act of 1933, as amended, no further evidence or notice of transfer shall be required and each transferee shall receive shares of common stock in such transfer, subject to the concurrent delivery of the shares of Nonvoting common stock to the Corporation. All shares of common stock issued or delivered upon conversion of shares of Nonvoting common stock shall be validly issued, fully paid and non-assessable and shall be free of preemptive or similar rights and free of any lien or adverse claim created by the Corporation. The Corporation shall take all such actions as may be necessary to assure that all such shares of common stock issuable upon conversion of the Nonvoting common stock (i) will be listed or quoted on each securities exchange upon which the common stock is listed or quoted and (ii) will be so issued without violation of any applicable law or governmental regulation (insofar as such applicable law or governmental regulation applies generally to such issuance and not to unique circumstances related to the relevant holder) or any requirements of any securities exchange upon which shares may be listed or quoted (except, in the case of clauses (i) and (ii), for official notice of issuance which shall be immediately delivered by the Corporation upon each such issuance). The Corporation shall not close its books against the transfer of Nonvoting common stock or of common stock issued or issuable upon conversion of Nonvoting common stock in any manner which interferes with the timely conversion of Nonvoting common stock.

(c) *Effect of Conversion*. Upon conversion as provided herein, each outstanding share of Nonvoting common stock so converted shall cease to be outstanding, dividends and distributions on such share shall cease to accrue or be due and all rights in respect of such share shall terminate, other than (i) the right to receive, upon compliance with paragraph (B)(6)(b) of this Article FOURTH, appropriate evidence of the share of common stock registered in book-entry form into which such share of Nonvoting common stock has been converted and (ii) on the appropriate payment date after the date of conversion, the amount of all dividends or other distributions payable with respect to such share of Nonvoting common stock with a record date prior to the date of conversion and a payment date subsequent to the date of conversion. The conversion of shares of Nonvoting common stock shall be made without charge to the holder or holders of such shares for any issuance tax in respect thereof or other costs incurred by the Corporation in connection with such conversion.

(d) *Reservation of Common Stock*. The Corporation shall, at all times when any shares of Nonvoting common stock are outstanding, reserve and keep available, free from preemptive rights, out of its authorized but unissued common stock, the full number of shares of common stock then issuable upon conversion of all then outstanding shares of Nonvoting common stock. Notwithstanding anything herein to the contrary, the Corporation may, at its election, deliver, upon conversion of Nonvoting common stock, treasury shares of common stock or other shares of common stock that the Corporation has reacquired, *provided* such shares comply with the third sentence of paragraph (B)(6)(b) of this Article FOURTH.

(7) *No Optional Conversion.* At no time may any share of Nonvoting common stock be converted at the option of the holder thereof. For the avoidance of doubt, this paragraph (B)(7) of this Article FOURTH shall not affect the automatic conversion of Nonvoting common stock upon a Permitted Outside Transfer pursuant to paragraph (B)(6) of this Article FOURTH.

(8) *Equal Status*. Except as expressly provided in this Article FOURTH, common stock and Nonvoting common stock shall have the same rights and privileges and rank equally, share ratably, be identical in all respect as to all matters and be treated equally by the Corporation in any merger (other than any merger to create a holding company in which the common stock and Nonvoting common stock are treated equally except

that each receives securities that mirror their respective Common Shares), consolidation, share exchange pursuant to an exchange offer by the Corporation, share repurchase pursuant to a tender offer, tender offer pursuant to an agreement to which the Corporation is a party or other similar transaction; *provided* that, for the avoidance of doubt, the foregoing shall not prohibit the Corporation from making open market repurchases of common stock without repurchasing or offering to repurchase Nonvoting common stock.

(9) The following definitions shall apply with respect to this Article FOURTH:

(a) "**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") has the meaning set forth in 12 C.F.R. § 238.2(e) or 12 C.F.R. § 225.2(e)(1), as applicable.

(b) "**Permitted Inside Transfer**" means any transfer of shares of Nonvoting common stock by a holder thereof to an Affiliate of such holder; *provided* that, for the avoidance of doubt, if, following such transfer, the transferee ceases to be an Affiliate of the transferor, such transfer shall not be considered a Permitted Outside Transfer that results in the conversion of the Nonvoting common stock into common stock pursuant to paragraph (B)(6) of Article FOURTH.

(c) "**Permitted Outside Transfer**" means any transfer of shares of Nonvoting common stock by a holder thereof (i) in a widespread public distribution (or to an underwriter solely for the purpose of conducting a widespread public distribution), (ii) in a transfer in which no relevant transferee (or group of associated transferees) would receive 2% or more of the outstanding securities of any "class of voting shares" (as defined in 12 C.F.R. § 238.2(r)(3) or 12 C.F.R. § 225.2(q)(3), as applicable) of the Corporation, (iii) to a transferee that would control more than 50% of every "class of voting shares" (as defined in 12 C.F.R. § 238.2(r)(3) or 12 C.F.R. § 225.2(q)(3), as applicable) of the Corporation without any transfer from the transferring holder or (iv) to the Corporation; *provided* that, notwithstanding anything to the contrary in this definition, any transfer of shares of Nonvoting common stock by a holder thereof in any transaction described in any of the foregoing clauses (i), (ii), (iii) or (iv) that is also a Permitted Inside Transfer shall constitute a Permitted Inside Transfer and not a Permitted Outside Transfer.

(C) *Preferred Stock*. Shares of preferred stock may be issued from time to time in one or more series. The Board of Directors of this Corporation is hereby authorized to fix or alter the voting rights, powers, preferences and privileges, and the relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions thereof, of any wholly unissued series of preferred stock; and to fix the number of shares constituting any such series and the designation thereof; and to increase or decrease the number of shares of any series of preferred stock (but not below the number of shares thereof then outstanding)."

THIRD. This Amendment to the Fifth Restated Certificate of Incorporation of The Charles Schwab Corporation amends Article FOURTH of the Fifth Restated Certificate of Incorporation of The Charles Schwab Corporation pursuant to Sections 242 of the Delaware General Corporation Law.

The Charles Schwab Corporation
211 Main Street
San Francisco, California 94105

SUPPLEMENT TO THE JOINT PROXY STATEMENT/PROSPECTUS FOR THE SPECIAL MEETING OF STOCKHOLDERS TO BE HELD JUNE 4, 2020

May 26, 2020

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As previously disclosed, on November 24, 2019, Schwab entered into the Agreement and Plan of Merger, which, as amended on May 14, 2020, is sometimes referred to in this supplement as the merger agreement, by and among Schwab, Americano Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Schwab, which is referred to in this supplement as Merger Sub, and TD Ameritrade Holding Corporation, a Delaware corporation, which is referred to in this supplement as TD Ameritrade, pursuant to which Merger Sub will be merged with and into TD Ameritrade, with TD Ameritrade continuing as the surviving corporation and a wholly owned subsidiary of Schwab, in a transaction that is referred to in this supplement as the merger.

The Schwab board of directors unanimously recommends that Schwab stockholders vote "FOR" the approval of the share issuance, "FOR" the approval of the Schwab charter amendment and "FOR the Schwab adjournment proposal.

If any stockholders have not already submitted a proxy for use at the Schwab special meeting, they are urged to do so promptly. No action in connection with this supplement is required by any stockholder who has previously delivered a proxy and who does not wish to revoke or change that proxy.

If you have any questions concerning the merger, the merger agreement, the share issuance, the Schwab charter amendment, the Schwab adjournment proposal, the Schwab special meeting, this supplement or the joint proxy statement/prospectus, or you would like an additional copy of this supplement or the joint proxy statement/prospectus or you need help submitting your proxy for your shares of Schwab common stock, please contact: D.F. King & Co., Inc., toll free at (800) 884-5101 or The Charles Schwab Corporation at investor.relations@schwab.com.

The information contained herein speaks only as of May 22, 2020 unless the information specifically indicates that another date applies.

SUPPLEMENTAL DISCLOSURES TO DEFINITIVE JOINT PROXY STATEMENT/PROSPECTUS

This supplemental information should be read in conjunction with the definitive joint proxy statement/prospectus, which should be read in its entirety. Defined terms used but not defined herein have the meanings set forth in the definitive joint proxy statement/prospectus.

The joint proxy statement/prospectus is hereby amended and supplemented on page 24 by adding the following after the first full paragraph under the section titled "—Required Vote":

On May 12, 2020, a putative class action complaint challenging the merger was filed in the Delaware Court of Chancery, which is sometimes referred to in this joint proxy statement/prospectus as the Court, asserting a claim against each member of the TD Ameritrade board of directors who was on the TD Ameritrade board of directors when the merger agreement was approved, TD Bank and Schwab. Among other things, the complaint asserts a claim against such directors alleging that the merger violates 8 Del C. § 203, which statute is referred to in this joint proxy statement/prospectus as Section 203 and which claim is referred to in this joint proxy statement/prospectus as the Section 203 claim. The complaint alleges that, prior to the time that the TD Ameritrade board of directors approved the merger agreement and the transactions contemplated thereby, including the merger and the TD Bank voting agreement, Schwab and TD Bank had reached an "agreement, arrangement or understanding" with respect to the voting of TD Bank's shares of TD Ameritrade common stock in favor of the merger in exchange for an amendment and extension of the insured deposit account agreement, thereby causing Schwab to become the "owner" of those shares and an "interested stockholder" under, and subject to the restriction on business combinations set forth in, Section 203. The Plaintiff asserts that if Schwab is determined to have become an interested stockholder under Section 203 prior to the TD Ameritrade board approval, the merger will be subject to Section 203's restriction on business combinations because the voting condition set forth in the merger agreement to which the merger is subject would not satisfy the requirement in Section 203(a)(3) that a transaction with an interested stockholder be approved by the affirmative vote of at least $66^{2/3}$% of the outstanding voting stock which is not owned by the interested stockholder under Section 203. The Plaintiff also alleges various breach of fiduciary duty and other claims against certain Defendants.

The Defendants and TD Ameritrade disagree with the Plaintiff's allegation that Schwab and TD Bank entered into any agreement, arrangement or understanding within the meaning of Section 203 prior to the TD Ameritrade board approval of the merger agreement and the transactions contemplated thereby, including the merger, the TD Bank voting agreement, and the amendment and extension of the insured deposit account agreement, and disagree that Schwab became an interested stockholder under Section 203 prior to the time of such board approval. The Defendants and TD Ameritrade also disagree with the Plaintiff's other allegations and assertions for multiple reasons. However, if it is determined that Schwab became an interested stockholder prior to TD Ameritrade board approval under Section 203, TD Ameritrade cannot complete a business combination with Schwab, including the merger, for a period of three years following the time that Schwab became an interested stockholder unless the business combination is approved by the TD Ameritrade board of directors and authorized by the TD Ameritrade stockholders by the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock (other than shares of TD Ameritrade common stock deemed "owned" by Schwab under Section 203, including the shares owned by TD Bank as alleged in the complaint).

If Section 203 applies to the merger and the merger is not authorized in accordance with the statute by the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock not deemed owned by Schwab under Section 203 (including, as alleged in the complaint, treating the outstanding TD Ameritrade common stock owned by TD Bank and its affiliates as "owned" by Schwab for this purpose) at the TD Ameritrade special meeting, under Section 203, the merger could not be completed. Were that to occur, TD Ameritrade and Schwab would remain bound by the merger agreement and could determine to re-solicit TD Ameritrade stockholder authorization and approval of the merger agreement by a vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock not deemed owned by Schwab under Section 203, or the merger agreement could be terminated under certain circumstances, including in certain circumstances if the merger has not been completed on or prior to the November 24, 2020 initial end date. Notwithstanding the Defendants' and TD Ameritrade's disagreement with the claims asserted in the complaint and their belief that Section 203 does not apply to the merger, by way of this joint proxy statement/prospectus, TD Ameritrade is asking stockholders to approve the merger by the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock not deemed owned by Schwab under Section 203 (including, as alleged in the complaint, treating the outstanding TD Ameritrade common stock owned by TD Bank and its affiliates as "owned" by Schwab for this purpose), which the Plaintiff has agreed would moot Plaintiff's Section 203 claim.

If the merger receives the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock excluding the TD Ameritrade shares deemed owned by TD Bank, Schwab and/or their affiliates, the merger will close subject to the other closing conditions stated herein, even if Section 203 were determined to be applicable to the merger. If the merger does not receive the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock excluding the TD Ameritrade shares deemed owned by TD Bank, Schwab and/or their affiliates, TD Ameritrade and Schwab have agreed that the merger will not close prior to the earlier of (i) the Court's ruling on Plaintiff's Section 203 claim or (ii) September 15, 2020.

TD Ameritrade will tabulate votes cast on the approval and adoption of the merger agreement at the TD Ameritrade special meeting pursuant to the voting condition set forth in the merger agreement as well as the $66^{2/3}$% voting standard contemplated by Section 203. TD Ameritrade will publicly announce the voting results following the completion of the TD Ameritrade special meeting based on the voting condition set forth in the merger agreement as well as the Section 203 voting standard.

The joint proxy statement/prospectus is hereby amended and supplemented on page 79 by adding the following after the second full paragraph under the section titled "Risk Factors—Lawsuits have been filed against Schwab, TD Ameritrade and the TD Ameritrade board of directors and other lawsuits may be filed against Schwab, TD Ameritrade and /or their respective boards of directors challenging the merger. An adverse ruling in any such lawsuit may prevent the merger from being completed.":

On May 12, 2020, a putative class action complaint challenging the merger was filed in the Delaware Court of Chancery. The complaint is captioned *Hawkes* v. *Bettino et al.*, case number 2020-0306-PAF, and names as Defendants each member of the TD Ameritrade board of directors who was on the TD Ameritrade board of directors when the merger agreement was approved, TD Bank and Schwab. Among other things, the complaint asserts a claim against such directors alleging that the merger violates Section 203. The complaint alleges that, prior to the time that the TD Ameritrade board of directors approved the merger agreement and the transactions contemplated thereby, including the merger and the TD Bank voting agreement, Schwab and TD Bank had reached an "agreement, arrangement or understanding" with respect to the voting of TD Bank's shares of TD Ameritrade common stock in favor of the merger in exchange for an amendment and extension of the insured deposit account agreement, thereby causing Schwab to become the "owner" of those shares and an "interested stockholder" under, and subject to the restriction on business combinations set forth in, Section 203. The Plaintiff also alleges various breach of fiduciary duty and other claims against certain Defendants. The Defendants and TD Ameritrade dispute the claims asserted in the complaint and believe they are without merit.

If the Court were to find that Schwab became an interested stockholder prior to the TD Ameritrade board approval within the meaning of Section 203, then under Section 203 the merger—even if all other closing conditions in the merger agreement were satisfied—could not be completed for a three year period unless it was authorized by the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock not deemed owned by Schwab under Section 203.

If Section 203 applies to the merger and the merger is not authorized in accordance with the statute by the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock not deemed owned by Schwab under Section 203 (including, as alleged in the complaint, treating the outstanding TD Ameritrade common stock owned by TD Bank and its affiliates as "owned" by Schwab for this purpose) at the TD Ameritrade special meeting, under Section 203, the merger could not be completed. Were that to occur, TD Ameritrade and Schwab would remain bound by the merger agreement and could determine to re-solicit TD Ameritrade stockholder authorization and approval of the merger agreement by a vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock not deemed owned by Schwab under Section 203, or the merger agreement could be terminated under certain circumstances, including in certain circumstances if the merger has not been completed on or prior to the November 24, 2020 initial end date. Notwithstanding the Defendants' and TD Ameritrade's disagreement with the claims asserted in the complaint and their belief that Section 203 does not apply to the merger, by way of this joint proxy statement/prospectus, TD Ameritrade is asking stockholders to approve the merger by the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock not deemed owned by Schwab under Section 203 (including, as alleged in the complaint, treating the outstanding TD Ameritrade common stock owned by TD Bank and its affiliates as "owned" by Schwab for this purpose), which the Plaintiff has agreed would moot Plaintiff's Section 203 claim.

If the merger receives the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock excluding the TD Ameritrade shares deemed owned by TD Bank, Schwab and/or their affiliates, the merger will close subject to the other closing conditions stated herein, even if Section 203 were determined to be applicable to the merger. If the merger does not receive the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock excluding the TD Ameritrade shares deemed owned by TD Bank, Schwab and/or their affiliates, TD Ameritrade and Schwab have agreed that the merger will not close prior to the earlier of (i) the Court's ruling on Plaintiff's Section 203 claim or (ii) September 15, 2020.

TD Ameritrade will tabulate votes cast on the approval and adoption of the merger agreement at the TD Ameritrade special meeting pursuant to the voting condition set forth in the merger agreement as well as the $66^{2/3}$% voting standard contemplated by Section 203. TD Ameritrade will publicly announce the voting results following the completion of the TD Ameritrade special meeting based on the voting condition set forth in the merger agreement as well as the Section 203 voting standard.

The joint proxy statement/prospectus is hereby amended and supplemented on page 95 by adding the following after the first full paragraph under the section titled "—Required Vote":

On May 12, 2020, a putative class action complaint challenging the merger was filed in the Delaware Court of Chancery. The complaint is captioned *Hawkes* v. *Bettino et al.*, case number 2020-0306-PAF, and names as Defendants each member of the TD Ameritrade board of directors who was on the TD Ameritrade board of directors when the merger agreement was approved, TD Bank and Schwab. Among other things, the complaint asserts a claim against such directors alleging that the merger violates Section 203. The complaint alleges that, prior to the time that the TD Ameritrade board of directors approved the merger agreement and the transactions contemplated thereby, including the merger and the TD Bank voting agreement, Schwab and TD Bank had reached an "agreement, arrangement or understanding" with respect to the voting of TD Bank's shares of TD Ameritrade common stock in favor of the merger in exchange for an amendment and extension of the insured deposit account agreement, thereby causing Schwab to become the "owner" of those shares and an "interested stockholder" under, and subject to the restriction on business combinations set forth in, Section 203. Under Section 203, if Schwab became an interested stockholder prior to the TD Ameritrade board approval, TD Ameritrade cannot complete a business combination with Schwab, including the merger, for a period of three years following the time that Schwab became an interested stockholder unless the business combination is approved by the TD Ameritrade board of directors and authorized by the TD Ameritrade stockholders by the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock (other than shares of TD Ameritrade common stock deemed owned by Schwab under Section 203, including the shares owned by TD Bank as alleged in the complaint). The Plaintiff asserts that if Schwab is determined to have become an interested stockholder under Section 203 prior to the TD Ameritrade board approval, the merger will be subject to Section 203's restriction on business combinations because the voting condition set forth in the merger agreement to which the merger is subject would not satisfy the requirement in Section 203(a)(3) that a transaction with an interested stockholder be approved by the affirmative vote of at least $66^{2/3}$% of the outstanding voting stock which is not owned by the interested stockholder under Section 203. The Plaintiff also alleges various breach of fiduciary duty and other claims against certain Defendants.

The Defendants and TD Ameritrade disagree with the Plaintiff's allegation that Schwab and TD Bank entered into any agreement, arrangement or understanding within the meaning of Section 203 prior to the TD Ameritrade board approval of the merger agreement and the transactions contemplated thereby, including the merger, the TD Bank voting agreement, and the amendment and extension of the insured deposit account agreement, and disagree that Schwab became an interested stockholder under Section 203 prior to the time of such board approval. The Defendants and TD Ameritrade also disagree with the Plaintiff's other allegations and assertions for multiple reasons. The complaint seeks to enjoin the TD Ameritrade stockholder vote on and consummation of the merger and seeks an award of damages. The Defendants intend to defend vigorously against the claims alleged in the complaint, including the Section 203 claim, and believe that the claims are without merit.

On May 12, 2020, the Plaintiff also filed (i) a motion seeking to preliminarily enjoin the TD Ameritrade stockholder vote on the merger on the grounds that the merger is subject to the business combination restrictions of Section 203, and (ii) a motion for expedited proceedings, which asked the Court to set a preliminary injunction hearing on his Section 203 claim in advance of the TD Ameritrade stockholder vote on the merger.

On May 15, 2020, the Court held a hearing on the Plaintiff's motion for expedited proceedings. The Court granted the Plaintiff's motion for expedited discovery, but declined to hold any injunction hearing on the Plaintiff's Section 203 claim prior to the TD Ameritrade special meeting scheduled for June 4, 2020. The Court has indicated that it will schedule a merits hearing on the Plaintiff's Section 203 claim for July or August 2020.

If the Court were to find that Schwab became an interested stockholder prior to the TD Ameritrade board approval within the meaning of Section 203, then under Section 203 the merger—even if all other closing conditions in the merger agreement were satisfied—could not be completed for a three year period unless it was authorized by the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock not deemed owned by Schwab under Section 203.

If Section 203 applies to the merger and the merger is not authorized in accordance with the statute by the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock not deemed owned by Schwab under Section 203 (including, as alleged in the complaint, treating the outstanding TD Ameritrade common stock owned by TD Bank and its affiliates as "owned" by Schwab for this purpose) at the TD Ameritrade special meeting, under Section 203, the merger could not be completed. Were that to occur, TD Ameritrade and Schwab would remain bound by the merger agreement and could determine to re-solicit TD Ameritrade stockholder authorization and approval of the merger agreement by a vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock not deemed owned by Schwab under Section 203, or the merger agreement could be terminated under certain circumstances, including in certain circumstances if the merger has not been completed on or prior to the November 24, 2020 initial end date. Notwithstanding the Defendants' and TD Ameritrade's disagreement with the claims asserted in the complaint and their belief that Section 203 does not apply to the merger, by way of this joint proxy statement/prospectus, TD Ameritrade is asking stockholders to approve the merger by the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock not deemed owned by Schwab under Section 203 (including, as alleged in the complaint, treating the outstanding TD Ameritrade common stock owned by TD Bank and its affiliates as "owned" by Schwab for this purpose), which the Plaintiff has agreed would moot Plaintiff's Section 203 claim.

If the merger receives the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock excluding the TD Ameritrade shares deemed owned by TD Bank, Schwab and/or their affiliates, the merger will close subject to the other closing conditions stated herein, even if Section 203 were determined to be applicable to the merger. If the merger does not receive the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock excluding the TD Ameritrade shares deemed owned by TD Bank, Schwab and/or their affiliates, TD Ameritrade and Schwab have agreed that the merger will not close prior to the earlier of (i) the Court's ruling on Plaintiff's Section 203 claim or (ii) September 15, 2020.

TD Ameritrade will tabulate votes cast on the approval and adoption of the merger agreement at the TD Ameritrade special meeting pursuant to the voting condition set forth in the merger agreement as well as the $66^{2/3}$% voting standard contemplated by Section 203. TD Ameritrade will publicly announce the voting results following the completion of the TD Ameritrade special meeting based on the voting condition set forth in the merger agreement as well as the Section 203 voting standard.

Section 203 of the DGCL

TD Ameritrade is a Delaware corporation and is subject to Section 203 of the DGCL. Section 203 prohibits a corporation from engaging in any "business combination" with an "interested stockholder" for a period of three years after the time such stockholder became an "interested stockholder" (each term defined below) unless:

- prior to such stockholder becoming an interested stockholder, the board of directors of the corporation approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned (i) by persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- at or subsequent to such time the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least $66^{2/3}$% of the outstanding voting stock which is not owned by the interested stockholder.

Section 203 defines a "business combination" to include, among other transactions, any merger or consolidation of the corporation with the interested stockholder. Section 203 defines an "interested stockholder" to include any person that is the owner of 15% or more of the outstanding voting stock of the corporation. Section 203 defines "owner" to include a person that individually or with or through any of its affiliates or associates: beneficially owns

such stock, directly or indirectly; has the right to acquire such stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise (subject to certain exceptions) or has the right to vote such stock pursuant to any agreement, arrangement or understanding (subject to certain exceptions); or has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (subject to certain exceptions) or disposing of such stock with any other person that beneficially owns, or whose affiliates or associates beneficially own, directly or indirectly, such stock.

The joint proxy statement/prospectus is hereby amended and supplemented on page 161 by adding the following after the second paragraph under the section titled "—Litigation Relating to the Merger":

On May 12, 2020, a putative class action complaint challenging the merger was filed in the Delaware Court of Chancery. The complaint is captioned *Hawkes* v. *Bettino et al.*, case number 2020-0306-PAF, and names as Defendants each member of the TD Ameritrade board of directors who was on the TD Ameritrade board of directors when the merger agreement was approved, TD Bank and Schwab. Among other things, the complaint asserts a claim against such directors alleging that the merger violates Section 203 and that the definitive joint proxy statement/prospectus fails to disclose that the merger does not comply with Section 203, which the complaint claims is a material omission. The complaint alleges that, prior to the time that the TD Ameritrade board of directors approved the merger agreement and the transactions contemplated thereby, including the merger and the TD Bank voting agreement, Schwab and TD Bank had reached an "agreement, arrangement or understanding" with respect to the voting of TD Bank's shares of TD Ameritrade common stock in favor of the merger in exchange for an amendment and extension of the insured deposit account agreement, thereby causing Schwab to become the "owner" of those shares and an "interested stockholder" under, and subject to the restriction on business combinations set forth in, Section 203. Under Section 203, if Schwab became an interested stockholder prior to the TD Ameritrade board approval, TD Ameritrade cannot complete a business combination with Schwab, including the merger, for a period of three years following the time that Schwab became an interested stockholder unless the business combination is approved by the TD Ameritrade board of directors and authorized by the TD Ameritrade stockholders by the affirmative vote of at least $66^{2/3}$% of the outstanding TD Ameritrade common stock (other than shares of TD Ameritrade common stock deemed owned by Schwab under Section 203, including the shares owned by TD Bank as alleged in the complaint).

The Defendants and TD Ameritrade disagree with the Plaintiff's allegation that Schwab and TD Bank entered into any agreement, arrangement or understanding within the meaning of Section 203 prior to the TD Ameritrade board approval of the merger agreement and the transactions contemplated thereby, including the merger, the TD Bank voting agreement, and the amendment and extension of the insured deposit account agreement, and disagree that Schwab became an interested stockholder under Section 203 prior to the time of such board approval. The Defendants and TD Ameritrade also disagree with the Plaintiff's other allegations and assertions for multiple reasons. The complaint also alleges claims for breach of fiduciary duty against members of the TD Ameritrade board of directors who the Plaintiff alleges are affiliated with TD Bank and against TD Bank as TD Ameritrade's alleged controlling stockholder, relating to the insured deposit account agreement entered into between Schwab and TD Bank. The complaint further alleges a claim against Schwab for aiding and abetting breaches of fiduciary duty. The complaint seeks to enjoin the TD Ameritrade stockholder vote on and consummation of the merger and seeks an award of damages. The Defendants intend to defend vigorously against the claims alleged in the complaint and believe that the claims are without merit.

On May 12, 2020, the Plaintiff also filed (i) a motion seeking to preliminarily enjoin the TD Ameritrade stockholder vote on the merger on the grounds that the merger is subject to the business combination restrictions of Section 203, and (ii) a motion for expedited proceedings, which asked the Court to set a preliminary injunction hearing on his Section 203 claim in advance of the TD Ameritrade stockholder vote on the merger. On May 15, 2020, the Court held a hearing on the Plaintiff's motion for expedited proceedings. The Court granted the Plaintiff's motion for expedited discovery, but declined to hold any injunction hearing on the Plaintiff's Section 203 claim prior to the TD Ameritrade special meeting scheduled for June 4, 2020. The Court has indicated that it will schedule a merits hearing on the Plaintiff's Section 203 claim for July or August 2020.

Important Information About the Transaction and Where to Find it

In connection with the proposed transaction between Schwab and TD Ameritrade, Schwab and TD Ameritrade have filed and will file relevant materials with the Securities and Exchange Commission (the “SEC”). Schwab has filed a registration statement on Form S-4 that includes a joint proxy statement of Schwab and TD Ameritrade that also constitutes a prospectus of Schwab. The registration statement on Form S-4, as amended, was declared effective by the SEC on May 6, 2020 and Schwab and TD Ameritrade mailed the definitive joint proxy statement/prospectus to their respective stockholders on or about May 6, 2020. INVESTORS AND SECURITY HOLDERS OF SCHWAB AND TD AMERITRADE ARE URGED TO READ THE REGISTRATION STATEMENT, THE DEFINITIVE JOINT PROXY STATEMENT/PROSPECTUS AND ANY OTHER RELEVANT DOCUMENTS THAT ARE FILED OR WILL BE FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THESE DOCUMENTS, CAREFULLY AND IN THEIR ENTIRETY BECAUSE THEY CONTAIN OR WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION AND RELATED MATTERS. Investors and security holders may obtain free copies of the registration statement and the definitive joint proxy statement/prospectus and other documents filed with the SEC by Schwab or TD Ameritrade through the website maintained by the SEC at http://www.sec.gov or by contacting the investor relations department of Schwab or TD Ameritrade at the following:

The Charles Schwab Corporation
211 Main Street
San Francisco, CA 94105
Attention: Investor Relations
(415) 667-7000
investor.relations@schwab.com

TD Ameritrade Holding Corporation
200 South 108th Avenue
Omaha, Nebraska 68154
Attention: Investor Relations
(800) 669-3900

Schwab, TD Ameritrade, their respective directors and certain of their respective executive officers may be deemed to be participants in the solicitation of proxies in respect of the proposed transaction. Information regarding the directors and executive officers of Schwab, and their direct or indirect interests in the transaction, by security holdings or otherwise, is contained in Schwab’s Form 10-K for the year ended December 31, 2019, its proxy statement filed on March 31, 2020 and its Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. Information regarding the directors and executive officers of TD Ameritrade, and their direct or indirect interests in the transaction, by security holdings or otherwise, is contained in TD Ameritrade’s Form 10-K for the year ended September 30, 2019, as amended, and its Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. Additional information regarding the participants in the proxy solicitations and a description of their direct and indirect interests, by security holdings or otherwise, is contained in the definitive joint proxy statement/prospectus and other relevant materials filed with the SEC.

No Offer or Solicitation

This communication is not intended to and shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote of approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

The Charles Schwab Corporation
211 Main Street
San Francisco, California 94105

SUPPLEMENT TO THE JOINT PROXY STATEMENT/PROSPECTUS FOR THE SPECIAL MEETING OF STOCKHOLDERS TO BE HELD JUNE 4, 2020

May 27, 2020

These definitive additional materials amend and supplement the definitive joint proxy statement/prospectus dated May 4, 2020, which is referred to in this supplement as the definitive joint proxy statement/prospectus, initially mailed to stockholders on or about May 6, 2020, by The Charles Schwab Corporation, a Delaware corporation, which is referred to in this supplement as Schwab, for the special meeting of stockholders of Schwab to be held virtually via the Internet on June 4, 2020, at 11:00 a.m., Pacific time, which is referred to in this supplement as the Schwab special meeting. To attend the Schwab special meeting, Schwab stockholders must register in advance at www.schwabevents.com/corporation by June 2, 2020, at 5:00 p.m., Pacific time.

As previously disclosed, on November 24, 2019, Schwab entered into the Agreement and Plan of Merger, which, as amended on May 14, 2020, is sometimes referred to in this supplement as the merger agreement, by and among Schwab, Americano Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Schwab, which is referred to in this supplement as Merger Sub, and TD Ameritrade Holding Corporation, a Delaware corporation, which is referred to in this supplement as TD Ameritrade, pursuant to which Merger Sub will be merged with and into TD Ameritrade, with TD Ameritrade continuing as the surviving corporation and a wholly owned subsidiary of Schwab, in a transaction that is referred to in this supplement as the merger.

The Schwab board of directors unanimously recommends that Schwab stockholders vote "FOR" the approval of the share issuance, "FOR" the approval of the Schwab charter amendment and "FOR the Schwab adjournment proposal.

If any stockholders have not already submitted a proxy for use at the Schwab special meeting, they are urged to do so promptly. No action in connection with this supplement is required by any stockholder who has previously delivered a proxy and who does not wish to revoke or change that proxy.

If you have any questions concerning the merger, the merger agreement, the share issuance, the Schwab charter amendment, the Schwab adjournment proposal, the Schwab special meeting, this supplement or the joint proxy statement/prospectus, or you would like an additional copy of this supplement or the joint proxy statement/prospectus or you need help submitting your proxy for your shares of Schwab common stock, please contact: D.F. King & Co., Inc., toll free at (800) 884-5101 or The Charles Schwab Corporation at investor.relations@schwab.com.

The information contained herein speaks only as of May 27, 2020 unless the information specifically indicates that another date applies.

SUPPLEMENTAL DISCLOSURES TO DEFINITIVE JOINT PROXY STATEMENT/PROSPECTUS

This supplemental information should be read in conjunction with the definitive joint proxy statement/prospectus, which should be read in its entirety. To the extent that information set forth herein differs from or updates information contained in the definitive joint proxy statement/prospectus, the information contained herein supersedes the information contained in the definitive joint proxy statement/prospectus. All page references are to pages in the definitive joint proxy statement/prospectus, and any defined terms used but not defined herein shall have the meanings set forth in the definitive joint proxy statement/prospectus.

As of May 26, 2020, eight complaints have been filed by purported TD Ameritrade stockholders in federal court challenging the merger, including (i) *Kent* v. *TD Ameritrade Holding Corporation et al.*, case number 1:20-cv-00388, filed in the United States District Court for the District of Delaware; (ii) *Stein* v. *TD Ameritrade Holding Corporation et al.*, case number 1:20-cv-00410, filed in the United States District Court for the District of Delaware; (iii) *Roth* v. *TD Ameritrade Holding Corporation et al.*, case number 2:20-cv-03425, filed in the United States District Court for the District of New Jersey; (iv) *Litwin* v. *TD Ameritrade Holding Corporation et al.*, case number 2:20-cv-03569, filed in the United States District Court for the District of New Jersey; (v) *Bernstein* v. *TD Ameritrade Holding Corporation et al.*, case number 2:20-cv-03695, filed in the United States District Court for the District of New Jersey; (vi) *Garrison* v. *TD Ameritrade Holding Corporation et al.*, case number 1:20-cv-02850, filed in the United States District Court for the Southern District of New York; (vii) *Paine-Mantha* v. *TD Ameritrade Holding Corporation et al.*, case number 1:20-cv-00637, filed in the United States District Court for the District of Delaware; and (viii) *Kong* v. *TD Ameritrade Holding Corporation et al.*, case number 2:20-cv-05970, filed in the United States District Court for the District of New Jersey, which complaints are collectively referred to in this supplement as the federal actions. The complaints name as defendants the members of the TD Ameritrade board of directors and, in the case of two of the actions, Schwab. The complaints generally allege, among other things, that the defendants authorized the filing of a materially incomplete and misleading registration statement. In addition to costs and attorneys' fees, the lawsuits seek to enjoin the vote of TD Ameritrade stockholders and the closing of the acquisition; and in the event the transaction is consummated, to set aside the transaction and/or obtain rescissionary or other damages. TD Ameritrade and Schwab believe that the claims asserted in the lawsuits are without merit.

TD Ameritrade and Schwab believe that no further disclosure is required to supplement the definitive joint proxy statement/prospectus under applicable law. However, to avoid the risk that the lawsuits may delay or otherwise adversely affect the consummation of the merger and to minimize the expense and distraction of defending such actions, TD Ameritrade wishes to voluntarily make the supplemental disclosures related to the merger set forth below. In light of the supplemental disclosures, the plaintiffs in the federal actions have agreed to dismiss their claims with prejudice. Nothing in this supplement shall be deemed an admission of the legal necessity or materiality of any of the disclosures set forth herein.

The definitive joint proxy statement/prospectus is hereby amended and supplemented on page 130 by replacing the third full paragraph with the following (the modified text is shown in bold):

PJT Partners is acting as financial advisor to the strategic development committee in connection with the merger. As compensation for its services in connection with the merger, PJT Partners is entitled to receive from TD Ameritrade (i) $10 million, which became payable upon the delivery of PJT Partners' opinion to the strategic development committee (and which became payable regardless of the conclusion reached in such opinion) and (ii) additional compensation upon the closing of the merger, the amount of which will be **derived from the product of (a) the exchange ratio, (b) the aggregate number of shares TD Ameritrade common stock issued and outstanding, on a fully diluted basis, as set forth in the merger agreement, and (c) the trailing volume weighted average** trading price of Schwab common stock **over** a certain **ten (10) day** period prior to closing of the merger. As of February 21, 2020, this closing-related fee would have been approximately $41.9 million **and as of May 22, 2020, this closing-related fee would have been approximately $30 million**. The strategic development committee has also agreed to cause TD Ameritrade to reimburse PJT Partners for certain out-of-pocket expenses and to indemnify PJT Partners for certain liabilities arising out of the performance of such services (including the rendering of PJT Partners' opinion).

The definitive joint proxy statement/prospectus is hereby amended and supplemented on page 133 by replacing the third full paragraph with the following (the modified text is shown in bold):

Piper Sandler is acting as the strategic development committee's financial advisor in connection with the merger and will receive a fee for such services, $5 million of which was paid by TD Ameritrade to Piper Sandler upon the signing of the merger agreement and the remainder of which is payable and contingent upon the closing of the merger. The portion of the fee payable and contingent upon the closing of the merger will be **derived from the product of (a) the exchange ratio, (b) the aggregate number of shares of TD Ameritrade common stock issued and outstanding, on a fully diluted basis, as set forth in the merger agreement, and (c) the trailing volume weighted average** trading price of Schwab common stock **over** a certain **ten (10) day** period prior to closing of the merger. As of February 21, 2020, this fee would have been approximately $14.0 million **and as of May 22, 2020, this fee would have been approximately $10 million**. Piper Sandler also received a $5 million fee from the strategic development committee upon rendering its opinion (and which became payable regardless of the conclusion reached in such opinion). The strategic development committee has also agreed to cause TD Ameritrade to indemnify Piper Sandler against certain claims and liabilities arising out of Piper Sandler's engagement and to reimburse Piper Sandler for certain of its out-of-pocket expenses incurred in connection with Piper Sandler's engagement.

The definitive joint proxy statement/prospectus is hereby amended and supplemented on page 137 by replacing the second paragraph under the section entitled "—Discounted Equity Cash Flow Analysis—TD Ameritrade" with the following (the modified text is shown in bold):

With respect to the discounted equity cash flow analysis based on each of the Case 1 Projections, Case 2 Projections and Case 3 Projections, to calculate the estimated equity value of TD Ameritrade using the discounted equity cash flow method, PJT Partners and Piper Sandler added (a) TD Ameritrade's projected after-tax levered free cash flows for the calendar years 2020 through 2023 for the applicable case to (b) the terminal values of TD Ameritrade as of December 31, 2023, for the applicable case, and discounted such amounts to their present values using a range of selected discount rates. The after-tax levered free cash flows were calculated by taking the non-GAAP adjusted net income, adjusted as applicable for depreciation and amortization and less capital expenditures. The residual value of TD Ameritrade at the end of the projection period, which is referred to in this joint proxy statement/prospectus as the terminal value, was estimated by applying the exit multiple range of 12.0x to 14.0x to TD Ameritrade's projected net income as of December 31, 2023, and an implied perpetuity growth rate of 1.5% for each of the Case 1 Projections, Case 2 Projections and Case 3 Projections. This exit multiple range and implied perpetuity growth rate were chosen by PJT Partners and Piper Sandler based on their respective professional judgments. The after-tax levered free cash flows and terminal values for each of the Case 1 Projections, Case 2 Projections and Case 3 Projections, were then discounted to present value as of December 31, 2019, using discount rates ranging from 8.5% to 10.5%. This range of discount rates was selected based on PJT Partners' and Piper Sandler's analysis of the weighted average cost of capital of TD Ameritrade, **which was based on, among other things, a capital asset pricing model implied cost of equity calculation**. PJT Partners and Piper Sandler then calculated a range of implied equity values per share of TD Ameritrade common stock by dividing the applicable implied equity value by the fully diluted number of shares of TD Ameritrade common stock **of approximately 544 million** as of November 19, 2019. The following summarizes the results of these calculations:

The definitive joint proxy statement/prospectus is hereby amended and supplemented on page 137 by replacing the second paragraph under the section entitled "—Discounted Equity Cash Flow Analysis/Net Present Value Analysis—Schwab" with the following (the modified text is shown in bold):

With respect to the discounted equity cash flow analysis based on the Schwab projections for Schwab, as more fully described in the section entitled "—Schwab Projections for Schwab" of this joint proxy statement/prospectus, to calculate the estimated equity value of Schwab using the discounted equity cash flow method, PJT Partners added (a) Schwab's projected after-tax levered free cash flows for the calendar years 2020 through 2023 to (b) ranges of terminal values of Schwab as of December 31, 2023, and discounted such amounts to their present values using a range of selected discount rates. The after-tax levered free cash flows were calculated by taking the non-GAAP adjusted net income, adjusted as applicable for depreciation and amortization and less capital expenditures. The terminal value of Schwab was estimated by applying the exit multiple range of 15.5x to 17.5x to Schwab's projected net income as of December 31, 2023, and an implied perpetuity growth rate of 3.2%. This exit

multiple range and implied perpetuity growth rate were chosen by PJT Partners based on its professional judgment. The after-tax levered free cash flows and terminal values were then discounted to present value as of December 31, 2019, using discount rates ranging from 8.5% to 10.5%. This range of discount rates was selected based on PJT Partners' analysis of the weighted average cost of capital of Schwab, **which was based on, among other things, a capital asset pricing model implied cost of equity calculation**. PJT Partners then calculated a range of implied equity values per share of Schwab common stock by dividing the applicable implied equity value by the fully diluted number of shares of Schwab common stock **of approximately 1,303 million** as of November 19, 2019.

The definitive joint proxy statement/prospectus is hereby amended and supplemented on page 139 by replacing the second paragraph under the section entitled "—Illustrative Pro Forma Value Creation Analysis" with the following (the modified text is shown in bold):

PJT Partners and Piper Sandler calculated the implied equity value per share of TD Ameritrade common stock by (1) adding the sum of (a) the implied equity value of TD Ameritrade on a standalone basis using the midpoint value determined in PJT Partners' and Piper Sandler's discounted equity cash flow analysis of TD Ameritrade as described above, being approximately $23.0 billion, $27.9 billion and $29.7 billion, based on each of the Case 1 Projections, Case 2 Projections and Case 3 Projections, respectively, (b) the implied value of a potential renegotiation of the existing insured deposit account agreement with any party, on a standalone basis considering current market conditions, using the midpoint value determined in PJT Partners' and Piper Sandler's discounted equity cash flow analysis of the existing insured deposit account agreement on a standalone basis, being approximately $2.0 billion, (c) the incremental value (relative to the implied value described in the preceding clause (b)) of the insured deposit account agreement arising from the merger using the midpoint value determined by PJT Partners' and Piper Sandler's discounted equity cash flow analysis of the insured deposit account agreement on a pro forma basis giving effect to the merger, being approximately $50 million, (d) the implied equity value of Schwab on a standalone basis using the midpoint value determined in PJT Partners' discounted equity cash flow analysis of Schwab as described above, being approximately $62.6 billion, and (e) the estimated value of the synergies expected to arise from the merger, net of transaction costs, as reflected in the TD Ameritrade estimated synergies, being approximately $14.0 billion (which was an illustrative case of the estimated value of such synergies calculated by PJT Partners and Piper Sandler on a net present value basis using a discounted cash flow analysis and a sensitivity analysis), (2) dividing such sum by the number of fully diluted shares of Schwab common stock outstanding **of approximately 1,892 million** after giving effect to the merger and (3) multiplying the result by the exchange ratio, which analysis indicated that the merger implied equity value creation per share for holders of TD Ameritrade common stock of approximately $12.25 or 26.6%, $5.99 or 10.9% and $3.81 or 6.5%, based on the Case 1 Projections, Case 2 Projections and Case 3 Projections, respectively.

The definitive joint proxy statement/prospectus is hereby amended and supplemented on page 140 by replacing the last two bullet points under the section entitled "—Other Information" with the following (the modified text is shown in bold):

- publicly available Wall Street research analysts' standalone stock price targets in the next 12 months for each of TD Ameritrade common stock and Schwab common stock, which indicated (a) a target stock price range for TD Ameritrade common stock of $33.00 **(Barclays)** to $47.00 **(Raymond James)** and (b) a target stock price range for Schwab common stock of $35.00 **(Barclays and UBS)** to $50.00 **(Sandler O'Neill)**, from which PJT Partners and Piper Sandler calculated an implied exchange ratio range of 0.660x to 1.343x; and
- the **premiums paid in** selected precedent transactions announced in the previous five years involving companies in the financial services industry, which PJT Partners and Piper Sandler, in their respective professional judgment, considered relevant for comparative purposes, the result of which indicated a range of premiums of 7% to 36%, with a median of 20%.

The definitive joint proxy statement/prospectus is hereby amended and supplemented on page 150 by replacing the first paragraph under the section entitled "Unaudited Prospective Financial Information—TD Ameritrade Projections for TD Ameritrade" with the following (the modified text is shown in bold):

In connection with the evaluation of the merger, TD Ameritrade senior management prepared certain financial projections for fiscal years 2020 through 2023, referred to in this joint proxy statement/prospectus as the TD Ameritrade base projections, which were provided to the strategic development committee and its financial advisors, as well as to Schwab and its financial advisor. **The TD Ameritrade base projections reflect numerous assumptions and estimates, including with respect to an assumed incremental value of a potential renegotiation or non-renewal of the existing insured deposit account agreement on a standalone basis relative to the value of the existing insured deposit account agreement. The assumed incremental value of a potential renegotiation or non-renewal of the existing insured deposit account agreement was calculated based on an arithmetic average of two potential scenarios reflecting, respectively, (i) possible revised terms for the existing insured deposit account agreement in a renegotiation scenario based on prior discussions with TD Bank regarding the existing insured deposit account agreement in the context of the 2021 renewal deadline, including an approximately five to seven basis point net decrease (on a weighted average basis to reflect only balances subject to the existing insured deposit account agreement) for fiscal years 2021 through 2023 in the fees payable by TD Ameritrade to TD Bank on the aggregate daily balance of all deposits relative to the fees under the existing insured deposit account agreement, gradually phased in over two years, which amount reflected the most recent preliminary proposal for a potential renegotiation of the existing insured deposit account agreement made by TD Bank to TD Ameritrade, and (ii) the economic terms that might potentially be obtained from third party sweep arrangements in the context of a possible non-renewal of the existing insured deposit account agreement, based on, among other things, management's analysis of the marketplace and demand for sweep deposits and existing contractual arrangements with third party banks, which economic terms were generally consistent with the economic terms assumed for purposes of the TD Ameritrade projections for TD Ameritrade described below with respect to a potential renegotiation or non-renewal of the existing insured deposit account agreement, including an assumed 30 basis point positive revenue impact to TD Ameritrade in respect of deposit balances no longer subject to the existing insured deposit account agreement beginning in July 2021 and fully phased in by 2026 based on a deposit run-off schedule provided by TD Ameritrade senior management. The TD Ameritrade base projections reflected an assumed level of future growth in deposit balances, with an assumed $131 billion, $149 billion and $170 billion in average total balances for fiscal years 2021, 2022 and 2023, respectively. Based on these assumptions, management assumed for purposes of the TD Ameritrade base projections that a potential renegotiation or non-renewal of the existing insured deposit account agreement could have an estimated incremental net revenue impact (on a pre-tax basis) of approximately $46 million, $121 million and $189 million in fiscal years 2021, 2022 and 2023, respectively. The following table presents a summary of the TD Ameritrade base projections:**

	Fiscal Year Ending September 30,			
	2020E	**2021E**	**2022E**	**2023E**
	(dollars in millions)			
***TD Ameritrade base projections*[1]**				
Net revenue	**$ 5,143**	**$ 5,556**	**$ 6,090**	**$ 6,766**
Adjusted net income[2]	**$ 1,611**	**$ 1,871**	**$ 2,189**	**$ 2,588**

(1) TD Ameritrade unaudited prospective financial information was prepared as of November 2019.

(2) Adjusted net income is a non-GAAP financial measure. For purposes of the TD Ameritrade base projections, adjusted net income is defined as net income adjusted to remove the after-tax effect of amortization of acquired intangible assets and acquisition related expenses, consistent with Non-GAAP Net Income as such term is defined in the TD Ameritrade 2019 10-K.

Adjusted net income, as presented above, is a non-GAAP financial measure. Non-GAAP financial measures should not be considered a substitute for, or superior to, financial measures determined or calculated in accordance with GAAP. This information was prepared in connection with the evaluation of the merger and not for external disclosure. Additionally, non-GAAP financial measures as presented for TD Ameritrade may not be comparable to similarly titled measures reported by other companies.

At the direction of the strategic development committee, three sets of financial projections for calendar years 2020 through 2023, which are referred to in this joint proxy statement/prospectus as the Case 1 projections, the Case 2 projections and the Case 3 projections, respectively and, collectively, as the TD Ameritrade projections for TD Ameritrade, were developed and used by PJT Partners and Piper Sandler, in each case reflecting certain

adjustments to the TD Ameritrade base projections (**including adjustments to calendarize such TD Ameritrade base projections by taking 75% of the current fiscal year forecast and 25% of the subsequent fiscal year forecast to arrive at the applicable calendar year forecast for the TD Ameritrade projections for TD Ameritrade**). The TD Ameritrade projections for TD Ameritrade were approved by the strategic development committee for PJT Partners' and Piper Sandler's use for the purpose of performing financial analyses in connection with their respective fairness opinions. See "—Opinions of the Strategic Development Committee's Financial Advisors" beginning on page 127 of this joint proxy statement/prospectus.

The definitive joint proxy statement/prospectus is hereby amended and supplemented on page 150 by replacing the second paragraph under the section entitled "Unaudited Prospective Financial Information—TD Ameritrade Projections for TD Ameritrade" with the following (the modified text is shown in bold):

The Case 3 projections were developed based on the TD Ameritrade base projections, adjusted **to exclude the assumed incremental value of a potential renegotiation or non-renewal of the existing insured deposit account agreement on a standalone basis as estimated by TD Ameritrade senior management and reflected in the TD Ameritrade base projections. The Case 3 projections instead include an adjustment to incorporate the assumed incremental value of a potential renegotiation or non-renewal of the existing insured deposit account agreement relative to the value of the existing insured deposit account agreement based on** an assumed **30 basis point** positive revenue impact to TD Ameritrade in respect of deposit balances **no longer** subject to the existing insured deposit account agreement beginning in July 2021 **and fully phased in by 2026 based on a deposit run-off schedule provided by TD Ameritrade senior management**, and assuming $104 billion in total balances **for purposes of such incremental value calculation with no incremental value attributed to future growth in such deposit balances**. These assumptions related to the value attributed to **a potential renegotiation or non-renewal of** the existing insured deposit account agreement on a standalone basis**, which were applied consistently across all of the TD Ameritrade projections for TD Ameritrade,** were approved by the strategic development committee for PJT Partners' and Piper Sandler's use based on, among other things, the substantial work and analysis performed by the strategic development committee, its members and the outside independent directors committee of the TD Ameritrade board of directors over a multi-year period in analyzing the marketplace and demand for sweep deposits, with the advice and analysis of their financial advisors, and the strategic development committee's resulting knowledge of and familiarity with that marketplace.

The definitive joint proxy statement/prospectus is hereby amended and supplemented on page 152 by adding the following new paragraph as the final paragraph under the section entitled "Unaudited Prospective Financial Information—TD Ameritrade Projections for TD Ameritrade":

As more fully described in the section entitled "Opinions of the Strategic Development Committee's Financial Advisors—Summary of PJT Partners' and Piper Sandler's Financial Analyses—Illustrative Pro Forma Value Creation Analysis," PJT Partners and Piper Sandler calculated an implied value of a potential renegotiation of the existing insured deposit account agreement with any party, on a standalone basis considering current market conditions, of approximately $2.0 billion, which calculation reflected the assumed 30 basis point positive revenue impact and other assumptions for the TD Ameritrade projections for TD Ameritrade described above. PJT Partners and Piper Sandler also calculated the incremental value (relative to (and above) the implied value referred to in the preceding sentence) of the insured deposit account agreement arising from the merger, as more fully described in the section entitled "Opinions of the Strategic Development Committee's Financial Advisors—Summary of PJT Partners' and Piper Sandler's Financial Analyses—Illustrative Pro Forma Value Creation Analysis," being approximately $50 million, which calculation reflected the ten basis point decrease in the servicing fee payable by Schwab on deposit balances subject to the insured deposit account agreement relative to the servicing fee under the existing insured deposit account agreement and assumed that the balances subject to the insured deposit account agreement are reduced by $10 billion each year to a floor of $50 billion as permitted by the terms of the insured deposit account agreement (with balances no longer subject to the insured deposit account agreement assumed to provide the same assumed 30 basis point positive revenue impact to the combined company as in the standalone scenario).