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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) April 24, 2018

SunTrust Banks, Inc.
(Exact name of registrant as specified in its charter)

Georgia	001-08918	58-1575035
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

303 Peachtree St., N.E., Atlanta, Georgia	30308
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code (800) 786-8787

Not Applicable
(Former name or former address, if changed since last report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company ☐

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

Item 8.01. Other Events.

On April 24, 2018, SunTrust Banks, Inc. (the "Company") entered into an agreement (the "Underwriting Agreement") with SunTrust Robinson Humphrey, Inc., Barclays Capital Inc., Morgan Stanley & Co. LLC and RBC Capital Markets, LLC, as representatives of the underwriters listed on Schedule I thereto (the "Underwriters"), whereby the Company agreed to sell and the Underwriters agreed to purchase, subject to and upon the terms and conditions set forth in the Underwriting Agreement, $850,000,000 aggregate principal amount of 4.00% Senior Notes due 2025 issued by the Company. A copy of the Underwriting Agreement is attached hereto as Exhibit 1.1 and is incorporated herein by reference.

On April 25, 2018, the Company entered into an Agent Accession Letter and a Calculation Agent Agreement with Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), whereby Merrill Lynch will act as distribution agent and calculation agent for certain structured notes offered and sold by the Company from time to time. A copy of the Agent Accession Letter and Calculation Agent Agreement are attached hereto as Exhibits 1.2 and 99.1, respectively, and are incorporated herein by reference.

Exhibits 1.1, 1.2, 4.1, 5.1, 8.1, 23.1, 23.2 and 99.1 to this Current Report on Form 8-K are filed herewith in connection with the Company's effective registration statement on Form S-3 (Registration No. 333-206953) and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

1.1	Underwriting Agreement, dated April 24, 2018, among SunTrust Banks, Inc. and SunTrust Robinson Humphrey, Inc., Barclays Capital Inc., Morgan Stanley & Co. LLC and RBC Capital Markets, LLC, as representatives of the underwriters listed on Schedule I thereto.
1.2	Agent Accession Letter, dated April 25, 2018, among SunTrust Banks, Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated.
4.1	Form of Note for 4.00% Senior Notes due 2025.
5.1	Opinion of King & Spalding LLP.
8.1	Opinion of King & Spalding LLP.
23.1	Consent of King & Spalding LLP (included in Exhibit 5.1).
23.2	Consent of King & Spalding LLP (included in Exhibit 8.1).
99.1	Calculation Agency Agreement, dated April 25, 2018, among SunTrust Banks, Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

SIGNATURES

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

SUNTRUST BANKS, INC.

Date: April 26, 2018

By: /s/ Curt Phillips
Curt Phillips
Group Vice President, Associate General Counsel and Assistant Corporate Secretary

Exhibit 1.1

EXECUTION VERSION

$850,000,000 4.00% Senior Notes due 2025

SUNTRUST BANKS, INC.

Underwriting Agreement

April 24, 2018

SunTrust Robinson Humphrey, Inc.
Barclays Capital Inc.
Morgan Stanley & Co. LLC
RBC Capital Markets, LLC
as Representatives of the several
Underwriters named in Schedule I,
c/o SunTrust Robinson Humphrey, Inc.
3333 Peachtree Road, 11th Floor,
Atlanta, GA 30326.

Ladies and Gentlemen:

SunTrust Banks, Inc., a Georgia corporation (the " *Company* "), proposes, subject to the terms and conditions stated in this underwriting agreement (the " *Agreement* "), to sell to you, the underwriters named in Schedule I (the " *Underwriters* ") for whom SunTrust Robinson Humphrey, Inc., Barclays Capital Inc., Morgan Stanley & Co. LLC and RBC Capital Markets, LLC shall act as representatives (the " *Representatives* "), $850,000,000 of the Company's 4.00% Senior Notes due 2025, referred to in Schedule II (the " *Notes* "). The Notes will be issued pursuant to the Senior Indenture, dated as of September 10, 2007, between the Company and U.S. Bank National Association (the " *Indenture Trustee,* " and such Senior Indenture, the " *Indenture* ").

1. Representations and Warranties . (A) The Company represents and warrants to, and agrees with, the Underwriters as follows:

(a) An "automatic shelf registration statement" as defined under Rule 405 under the Securities Act of 1933, as amended (the " *Act* ") on Form S-3 (File No. 333-206953) in respect of the Notes, has been filed with the Securities and Exchange Commission (the " *Commission* ") not earlier than three years prior to the date hereof; pursuant to the Act, such registration statement, and any post-effective amendment thereto, became effective on filing; no stop order suspending the effectiveness of such registration statement or any part thereof has been issued, no proceeding for that purpose has been initiated or, to the Company's

knowledge, threatened by the Commission and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act has been received by the Company (the base prospectus filed as part of such registration statement, in the form in which it has most recently been filed with the Commission on or prior to the date of this Agreement, is hereinafter called the " *Base Prospectus* "; any preliminary prospectus (including any preliminary prospectus supplement) relating to the Notes filed with the Commission pursuant to Rule 424(b) under the Act is hereinafter called a " *Preliminary Prospectus* "; the various parts of such registration statement, including all exhibits thereto but excluding any Trustee's Statement of Eligibility on Form T-1 (each, a " *Form T-1* "), and including any prospectus supplement relating to the Notes that is filed with the Commission and deemed by virtue of Rule 430B to be part of such registration statement, each as amended at the time such part of the registration statement became effective, are hereinafter collectively called the " *Registration Statement* "; the Base Prospectus, as amended and supplemented immediately prior to the Applicable Time (as defined in Section 1(A)(c) hereof), is hereinafter called the " *Pricing Prospectus* "; the form of the final prospectus relating to the Notes filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(A)(a) is hereinafter called the " *Prospectus* "; any reference herein to the Base Prospectus, the Pricing Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Act, as of the date of such prospectus; any reference to any amendment or supplement to the Base Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any post-effective amendment to the Registration Statement, any prospectus supplement relating to the Notes filed with the Commission pursuant to Rule 424(b) under the Act and any documents filed under the Securities Exchange Act of 1934, as amended (the " *Exchange Act* "), and incorporated therein, in each case after the date of the Base Prospectus, such Preliminary Prospectus or the Prospectus, as the case may be; any reference to any amendment to the Registration Statement shall be deemed to refer to and include any annual report of the Company filed pursuant to Section 13(a) or 15(d) of the Exchange Act after the effective date of the Registration Statement that is incorporated by reference in the Registration Statement; and any "issuer free writing prospectus" as defined in Rule 433 under the Act relating to the Notes is hereinafter called an " *Issuer Free Writing Prospectus* ").

(b) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the Trust Indenture Act of 1939, as amended (the " *Trust Indenture Act* "), and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated

therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided , however , that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein.

(c) For the purposes of this Agreement, the " *Applicable Time* " is 3:40 p.m. (New York City time) on the date of this Agreement; the Pricing Prospectus as supplemented by the final term sheet prepared and filed pursuant to Section 5(A)(a), taken together (collectively, the " *Pricing Disclosure Package* ") as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus listed on Schedule II(a) does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus and each such Issuer Free Writing Prospectus, as supplemented by and taken together with the Pricing Disclosure Package as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided , however , that this representation and warranty shall not apply to statements or omissions made in an Issuer Free Writing Prospectus in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein.

(d) The documents incorporated by reference in the Pricing Prospectus and the Prospectus, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; any further documents so filed and incorporated by reference in the Prospectus or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and no such documents were filed with the Commission since the Commission's close of business on the business day immediately prior to the date of this Agreement and prior to the execution of this Agreement, except as set forth on Schedule II(b).

(e) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects, to the requirements of the Act and the Trust Indenture Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement and as of the applicable filing date and at the Closing Date as to the Prospectus and any amendment or supplement thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (and in the case of the Prospectus, in light of the circumstances under which they were made) not misleading; provided , however , that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein.

(f) This Agreement has been duly authorized, executed and delivered by the Company.

(g) Neither the Company nor any of its "significant subsidiaries" (as such term is used in Rule 1-02(w) of Regulation S-X under the Act; each a " *Significant Subsidiary* " and collectively, the " *Significant Subsidiaries* ") has sustained since the date of the latest audited financial statements included or incorporated by reference in the Pricing Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Pricing Prospectus, there has not been any change in the capital stock of the Company or any of its Significant Subsidiaries (other than (i) repurchases of common stock of the Company in an aggregate amount that is less than 1.25% of the number of outstanding shares of common stock on the date hereof and (ii) issuances or other transfers of capital stock in the ordinary course of business pursuant to the Company's employee benefit plans), any material increase in the long-term debt of the Company and its subsidiaries, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole, otherwise than as set forth or contemplated in the Pricing Prospectus; SunTrust Bank is a Significant Subsidiary, and no other subsidiary of the Company is a Significant Subsidiary.

(h) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Georgia, is duly registered as a bank holding company and qualified as a financial holding company under the Bank Holding Company Act of 1956, as amended, with power

and authority (corporate and other) to own its properties and conduct its business as described in the Pricing Prospectus, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except for such failures to be so qualified or in good standing that would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole (a " *Material Adverse Effect* "); and each Significant Subsidiary of the Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation.

(i) The Company has an authorized capitalization as set forth in the Pricing Prospectus, and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable; and all of the issued shares of capital stock of each Significant Subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims.

(j) The Notes have been duly authorized, and, when issued, delivered and paid for at the Closing Date as contemplated by the Pricing Prospectus, will have been duly executed, authenticated, issued and delivered and will constitute valid and legally binding obligations of the Company entitled to the benefits provided by the Indenture; the Indenture has been duly authorized and, at the Closing Date, the Indenture will be duly qualified under the Trust Indenture Act and will constitute a valid and legally binding instrument, enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Notes and the Indenture will conform in all material respects to the descriptions thereof in the Pricing Disclosure Package and the Prospectus.

(k) The Company has all power and authority (corporate and other) necessary to perform its obligations under the Notes, the Indenture and this Agreement; the execution, delivery and performance of the Notes, the Indenture and this Agreement, and compliance with the provisions thereof and the consummation of the transactions herein and therein contemplated by the Company will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company

or any of its subsidiaries is subject, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or a material adverse effect on the consummation of the transactions contemplated hereby; (ii) result in any violation of the provisions of the Restated Articles of Incorporation, as amended, or By-laws of the Company or (iii) result in any violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the execution, delivery and performance of the Notes, the Indenture and this Agreement, and the compliance with the provisions thereof and the consummation of the transactions herein and therein contemplated by the Company, except such as have been obtained under the Act and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Notes by the Underwriters.

(l) Neither the Company nor any of its Significant Subsidiaries is in violation of its organizational documents or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound.

(m) The statements set forth in the Pricing Prospectus and the Prospectus under the captions "Description of the Notes" and "Underwriting (Conflicts of Interest)," insofar as they purport to describe the provisions of the contracts, agreements or other legal documents referred to therein, constitute an accurate summary of the matters set forth therein in all material respects; the statements set forth in the Pricing Prospectus and the Prospectus under the caption "United States Federal Tax Consequences To Holders of Notes" and "Employee Retirement Income Security Act," insofar as they purport to constitute a summary of matters of U.S. federal income tax law or the U.S. Employee Retirement Income Security Act of 1974, as amended, and regulations or legal conclusions with respect thereto, constitute an accurate summary of the matters set forth therein in all material respects.

(n) Other than as set forth in the Pricing Prospectus, there are no legal or governmental proceedings pending to which the Company or any of the subsidiaries of the Company is a party or of which any property of the Company or any of the subsidiaries of the Company is the subject which is reasonably likely to be adversely determined against the Company or any of the subsidiaries of the Company and, if determined adversely to the Company or any of the subsidiaries of the Company, would individually or in the aggregate have a Material Adverse Effect or a material adverse effect on the consummation of the transactions contemplated hereby; and, to the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others.

(o) The Company is not and, after giving effect to the offering and sale of the Notes and the application of the proceeds thereof, will not be an "investment company," as such term is defined in the Investment Company Act of 1940, as amended.

(p) (A)(i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), and (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) under the Act) made any offer relating to the Notes in reliance on the exemption of Rule 163 under the Act, the Company was a "well-known seasoned issuer" as defined in Rule 405 under the Act; and (B) at the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Notes, the Company was not an "ineligible issuer" as defined in Rule 405 under the Act.

(q) Each of the Company and its subsidiaries own or possess or have obtained all material governmental licenses, permits, consents, orders, approvals and other authorizations necessary to lease or own, as the case may be, and to operate their respective properties and to carry on their respective businesses as presently conducted, except where the failure to possess or obtain the same would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(r) Ernst & Young LLP, who has certified certain financial statements of the Company and its subsidiaries, is an independent public accountant as required by the Act and the rules and regulations of the Commission thereunder. Ernst & Young LLP has audited the Company's internal control over financial reporting.

(s) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by the Company's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. The Company's internal control over financial reporting is effective and the Company is not aware of any material weaknesses in its internal control over financial reporting.

(t) Since the date of the latest audited financial statements included or incorporated by reference in the Pricing Prospectus, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting, except such changes as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(u) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is made known to the Company's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective.

(v) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee of the Company or any of its affiliates or any of its subsidiaries has taken any action, directly or indirectly, that would result in a violation material to the Company by such persons of the Foreign Corrupt Practices Act of 1977, as amended (the " *FCPA* "), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA.

(w) The operations of the Company and its subsidiaries are currently in compliance with applicable financial record keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all United States jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency in the United States (collectively, the " *Money Laundering Laws* "), except where the failure to so comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; and no formal action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(x) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee of the Company or any of its affiliates or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (" *OFAC* "); and the Company will not use the proceeds of the offering of the Notes hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(y) The Company and its Significant Subsidiaries have filed all foreign, and U.S. federal, state and local tax returns that are required to be filed or have requested extensions thereof (except in any case in which the failure so to file would not reasonably be expected to have a Material Adverse Effect) and have paid all taxes required to be paid by them and any other assessment, fine or penalty levied against them, to the extent that any of the foregoing is due and payable, except for any such assessment, fine or penalty that is currently being contested in good faith or as would not reasonably be expected to result in a Material Adverse Effect.

2. Purchase and Sale . Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to issue and sell to the Underwriters named in Schedule I the Notes specified on Schedule II, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at the purchase price set forth in Schedule II, the principal amount of Notes set forth opposite such Underwriter's name in Schedule I.

3. Delivery and Payment . Delivery of and payment for the Notes shall be made at the office, on the date and at the time specified in Schedule II, which date and time may be postponed by agreement between the Underwriters and the Company (such date and time of delivery of and payment for the Notes being herein called the " *Closing Date* "). The Notes to be purchased by each Underwriter hereunder will be represented by one or more global certificates representing the Notes that will be deposited with The Depository Trust Company (" *DTC* ") or its designated custodian. Delivery of the Notes shall be made by causing DTC to credit the Notes to the account of SunTrust Robinson Humphrey, Inc. at DTC, for the respective accounts of the several Underwriters at DTC, against payment by the several Underwriters through SunTrust Robinson Humphrey, Inc. of the purchase price thereof to or upon the order of the Company by wire transfer of federal (same day) funds.

The Company agrees to have a facsimile copy of the certificates representing the Notes available for checking in New York, New York at the location specified in Schedule II, on the business day prior to the Closing Date.

4. Offering by Underwriters. It is understood that the several Underwriters propose to offer the Notes for sale as set forth in the Pricing Disclosure Package and the Prospectus.

5. Agreements. (A) General. The Company agrees with the several Underwriters as follows:

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the date of this Agreement; to make no further amendment or any supplement to the Registration Statement, the Base Prospectus or the Prospectus prior to the Closing Date that shall be disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to prepare a final term sheet, containing solely a description of the Notes, in a form set forth in Schedule III and to file such term sheet pursuant to Rule 433(d) under the Act within the time required by such Rule; to file promptly all other material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act and for so long as the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required in connection with the offering and sale of the Notes; to advise you, promptly after the Company receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to the Prospectus or any amended Prospectus has been filed with the Commission, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Notes, of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act, of the suspension of the qualification of the Notes for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Notes or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order; and in the event of any such issuance of a notice of objection, promptly to take such steps including, without limitation, amending the Registration Statement or filing a new registration statement, at the Company's own expense, as may be necessary to permit offers and sales of the Notes by the Underwriters (references herein to the Registration Statement shall include any such amendment or new registration statement).

(b) If required by Rule 430B(h) under the Act, to prepare a form of prospectus in a form approved by you and to file such form of prospectus pursuant to Rule 424(b) under the Act not later than may be required by Rule 424(b) under the Act; and to make no further amendment or supplement to such form of prospectus which shall be disapproved by you promptly after reasonable notice thereof.

(c) Promptly from time to time to take such action as the Underwriters may reasonably request to qualify the Notes for offering and sale under the securities laws of such jurisdictions as the Underwriters may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Notes, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation where it is not now so qualified or to file a general consent to service of process in any jurisdiction where it is not now so subject.

(d) Prior to noon, New York City time, on the third New York business day next succeeding the date of this Agreement and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Notes and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Act, the Exchange Act or the Trust Indenture Act, to notify you and upon your request to file such document and to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus that will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Notes at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver

to such Underwriter as many written and electronic copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act.

(e) To make generally available to its securityholders and to the Underwriters as soon as practicable, but in any event not later than 16 months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement (which need not be audited) of the Company and its subsidiaries, complying with Section 11(a) of the Act and the rules and regulations thereunder (including, at the option of the Company, Rule 158 under the Act).

(f) During the period beginning from the date hereof, and continuing to and including the date 30 days after the date hereof or such earlier time as you may notify the Company, not to offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of, except as provided hereunder, any Notes, or any debt securities of the Company, that are substantially similar to the Notes or any securities that are convertible into or exchangeable for or that represent the right to receive any of the foregoing, without your prior written consent.

(g) To pay the required Commission filing fees relating to the Notes within the time required by Rule 456(b)(1) under the Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) under the Act.

(h) To use the net proceeds received by the Company from the sale of the Notes pursuant to this Agreement in the manner specified in the Pricing Prospectus under the caption "Use of Proceeds."

(i) The Company covenants and agrees with the several Underwriters that it will pay all expenses incident to the performance of each of its obligations under this Agreement, and will pay or cause to be paid the following: (i) the fees, disbursements and expenses of its counsel and accountants in connection with the registration of the Notes under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, the Base Prospectus, any Preliminary Prospectus, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, the Blue Sky Memorandum, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Notes; (iii) all expenses in connection with the qualification of the Notes for offering and sale under state securities laws, including the fees and disbursements of counsel for the Underwriters in

connection with such qualification and in connection with the Blue Sky survey (provided , however , that the aggregate fees and disbursements of counsel in connection with this subsection (iii) and subsection (v) below shall not exceed $30,000 without the prior written consent of the Company, which consent will not be unreasonably withheld); (iv) the fees charged by securities rating services for rating the Notes; (v) filing fees incident to, and the fees and disbursements of counsel for the Underwriters in connection with, any required review by the Financial Industry Regulatory Authority, Inc. of the terms of the sale of the Notes; (vi) all fees and expenses in connection with the listing of the Notes, if applicable; (vii) the cost of preparing the Notes; (viii) the costs and charges of any transfer agent or registrar or paying agent; and (ix) all other costs and expenses incident to the performance of its obligations hereunder that are not otherwise specifically provided for in this paragraph. It is understood, however, that, except as provided in this paragraph, and Sections 7 and 9 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Notes by them, the cost of preparing and distributing any term sheet prepared by any Underwriter, and any advertising expenses connected with any offers they may make.

(B) Free Writing Prospectuses .

(a) (i) The Company represents and agrees that, other than the final term sheet prepared and filed pursuant to Section 5(A)(a) hereof, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Notes that would constitute a “free writing prospectus” as defined in Rule 405 under the Act;

(ii) Each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, other than one or more term sheets, substantially in the form of Schedule III hereto, or communications via Bloomberg relating to the Notes that are customarily made by underwriters in connection with offerings of these securities containing customary information and conveyed to purchasers of the Notes, it has not made and will not make any offer relating to the Notes that would constitute a free writing prospectus required to be filed; and

(iii) Any such free writing prospectus the use of which requires consent under clauses (i) and (ii) above and has been consented to by the Company and the Representatives (including the final term sheet prepared and filed pursuant to Section 5(A)(a) hereof) is listed on Schedule II(a).

(b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending.

(c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus any event occurred or occurs as a result of which such Issuer Free Writing Prospectus would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus or other document that will correct such conflict, statement or omission; provided , however , that this representation and warranty shall not apply to any statements or omissions in an Issuer Free Writing Prospectus made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein.

6. Conditions to the Obligations of the Underwriters . The obligations of the Underwriters to purchase the Notes shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the Applicable Time, the date hereof and the Closing Date, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(A)(a) hereof; the final term sheet contemplated by Section 5(A)(a) hereof, and any other material required to be filed by the Company pursuant to Rule 433(d) under the Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission and no notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act shall have been received; no stop order suspending or preventing the use of the Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction.

(b) King & Spalding LLP, counsel for the Company, shall have furnished to you their written opinion, dated the Closing Date, in substantially the form of Annex I hereto.

(c) The General Counsel of the Company and the Senior Vice President and Deputy General Counsel for Wholesale Banking, Procurement Contracting and Corporate Real Estate of the Company shall have furnished to you their written opinion, dated the Closing Date, in substantially the form of Annex II hereto.

(d) The Underwriters shall have received from Sullivan & Cromwell LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date, with respect to such matters as the Underwriters may reasonably require. Sullivan & Cromwell LLP may rely (i) as to those matters that relate to the Indenture Trustee, upon the certificate or certificates of such entity and (ii) as to matters governed by Georgia Law, upon the opinion of King & Spalding LLP, delivered pursuant to Section 6(b), and the opinion of the General Counsel of the Company and the Senior Vice President and Deputy General Counsel for Wholesale Banking, Procurement Contracting and Corporate Real Estate of the Company, delivered pursuant to 6(c).

(e) At the Applicable Time and at the Closing Date, Ernst & Young LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to you, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(f) Neither the Company nor any of its Significant Subsidiaries shall have (i) sustained since the date of the latest audited financial statements included or incorporated by reference in the Pricing Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Prospectus there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, otherwise than as set forth or contemplated in the Pricing Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in the judgment of the Representatives so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Notes on the terms and in the manner contemplated in the Pricing Disclosure Package or the Prospectus.

(g) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded the Company's debt securities or preferred stock

by any "nationally recognized statistical rating organization," as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Act, and (ii) no such organization shall have publicly announced that it has under surveillance, outlook, watch or review, with possible negative implications, its rating of any of the Company's debt securities or preferred stock.

(h) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange; (ii) a suspension or material limitation in trading in the Company's securities on the New York Stock Exchange; (iii) a general moratorium on commercial banking activities declared by either Federal or New York or Georgia authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Notes on the terms and in the manner contemplated in the Pricing Disclosure Package or the Prospectus.

(i) The Company shall have furnished or caused to be furnished to you at the Closing Date certificates of officers of the Company satisfactory to you as to the accuracy of the representations and warranties of the Company herein at and as of such time, as to the performance by the Company of all of its respective obligations hereunder to be performed at or prior to such time, as to the matters set forth in subsections (a) and (f) of this Section and as to such other matters as you may reasonably request.

7. Indemnification and Contribution .

(a) The Company will indemnify and hold harmless each Underwriter, its affiliates and selling agents and each person, if any, who control any Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, and the respective directors, officers, employees and partners of each Underwriter, against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act, or arise out of or are based upon the omission or

alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided , however , that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use therein.

(b) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Company and each person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, and the Company's directors, officers and employees, against any losses, claims, damages or liabilities to which the Company may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any such amendment or supplement thereto or any Issuer Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company, as appropriate, in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the

commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 7 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Notes. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the

Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company on the one hand and the Underwriters on the other agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Notes underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) The obligations of the Company under this Section 7 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of the Act; and the obligations of the Underwriters under this Section 7 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company within the meaning of the Act.

8. Underwriter Default . (a) If any Underwriter shall default in its obligation to purchase the Notes which it has agreed to purchase hereunder, you may in your discretion arrange for you or another party or other parties to purchase such Notes on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such Notes, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Notes on such terms. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Notes, or the Company notifies you that it has so arranged for the purchase of such Notes, you or the Company shall have the right to postpone the Closing Date for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file

promptly any amendments or supplements to the Registration Statement or the Prospectus that in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Notes.

(b) If, after giving effect to any arrangements for the purchase of the Notes of a defaulting Underwriter or Underwriters by you and the Company as provided in paragraph (a) above, the aggregate principal amount of such Notes which remains unpurchased does not exceed one eleventh of the aggregate principal amount of all the Notes, then the Company shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Notes which such Underwriter agreed to purchase hereunder and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the principal amount of Notes which such Underwriter agreed to purchase hereunder) of the Notes of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Notes of a defaulting Underwriter or Underwriters by you and the Company as provided in paragraph (a) above, the aggregate principal amount of Notes which remains unpurchased exceeds one eleventh of the aggregate principal amount of all the Notes, or if the Company shall not exercise the right described in paragraph (b) above to require non-defaulting Underwriters to purchase Notes of a defaulting Underwriter or Underwriters, then this Agreement shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the indemnity and contribution agreements in Section 7; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

9. Expenses on Termination . If for any reason the Notes are not delivered by or on behalf of the Company as provided herein other than because of a termination of this Agreement pursuant to Section 8, the Company will reimburse the Underwriters through you for all reasonable out-of-pocket expenses approved in writing by you, including reasonable fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Notes but the Company shall then be under no further liability to any Underwriter except as provided in Sections 5(A)(i) and 7. If this Agreement shall be terminated pursuant to Section 8 hereof, the Company shall not then be under any liability to any Underwriter with respect to the Notes, except as provided in Sections 5(A)(i) and 7 hereof.

10. Time of the Essence; Business Day . Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

11. Representations and Indemnities to Survive . The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter, the Company or any of the controlling persons referred to in Section 7(e) hereof, and will survive delivery of and payment for the Notes. The provisions of Sections 5(A)(i) and 7 hereof shall survive the termination or cancellation of this Agreement.

12. Arm's-Length Terms . The Company acknowledges and agrees that (i) the purchase and sale of the Notes pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent, fiduciary or advisor of the Company (and the Company agrees that it will not claim that the Underwriters owe, or any of them owes, a fiduciary or similar duty to the Company in connection therewith), and (iii) the Company has consulted its own legal and financial advisors to the extent they deemed appropriate.

13. Prior Agreements and Understandings . This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof.

14. Successors . This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, executors, and administrators, and the officers and directors and controlling persons referred to in Section 7 hereof, and no other person will have any right or obligation hereunder.

15. Applicable Law . This Agreement will be governed by and construed in accordance with the laws of the State of New York.

16. Waiver of Trial by Jury . The Company and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

17. Counterparts; Notices . This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, which taken together shall constitute one and the same instrument.

All notices hereunder shall be in writing or by telegram if promptly confirmed in writing, and if to the Underwriters shall be sufficient in all respects if delivered or sent by mail, telex or facsimile transmission to the address of SunTrust Robinson Humphrey, Inc., as set forth in Schedule II; and if to the Company shall be sufficient in all respects if delivered or sent by mail, telex or facsimile transmission to its address set forth in the Registration Statement, Attention: Secretary; provided , however ,

that any notice to an Underwriter pursuant to Section 7(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by the Underwriters upon request.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the underwriters to properly identify their respective clients.

18. Action by Underwriters . Any action under this Agreement taken by the Representatives jointly will be binding upon all the Underwriters. In all dealings under this Agreement, the Representatives shall act on behalf of each of the Underwriters and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by the Representatives jointly.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us four counterparts hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the several Underwriters.

Very truly yours,

SUNTRUST BANKS, INC.

By: /s/ Albert Kolesar
Name: Albert Kolesar
Title: Corporate Treasurer

Accepted as of the date hereof:

SUNTRUST ROBINSON HUMPHREY, INC.

By: /s/ Robert Nordlinger
Name: Robert Nordlinger
Title: Director

BARCLAYS CAPITAL INC.

By: /s/ Faizal Sayani
Name: Faizal Sayani
Title: Managing Director

MORGAN STANLEY & CO. LLC

By: /s/ Yurij Slyz
Name: Yurij Slyz
Title: Executive Director

RBC CAPITAL MARKETS, LLC

By: /s/ Jason Braumstein
Name: Jason Braumstein
Title: Managing Director

as Representatives of the Underwriters

SCHEDULE I

Underwriters	Principal Amount of Notes to be Purchased
SunTrust Robinson Humphrey, Inc.	$ 180,625,000
Barclays Capital Inc.	180,625,000
Morgan Stanley & Co. LLC	180,625,000
RBC Capital Markets, LLC	180,625,000
Citigroup Global Markets Inc.	51,000,000
R. Seelaus & Co., Inc.	25,500,000
Samuel A. Ramirez & Company, Inc.	25,500,000
The Williams Capital Group, L.P.	25,500,000
Total	$ 850,000,000

SCHEDULE II

$850,000,000 4.00% Senior Notes due 2025

Issuer:	SunTrust Banks, Inc. (“SunTrust”)
Title of Securities:	4.00% Senior Notes due 2025
Issue Size:	$850,000,000
Trade Date:	April 24, 2018
Settlement Date:	April 26, 2018 (T+2)
Location of Closing:	Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004
Address for Notices:	SunTrust Robinson Humphrey, Inc., 3333 Peachtree Road, 11th Floor, Atlanta, GA 30326
Maturity Date:	May 1, 2025
Benchmark Treasury:	2.625% US Treasury due March 31, 2025
Benchmark Treasury Yield:	2.941%
Spread to Benchmark Treasury:	+108 bps
Re-offer Yield:	4.021%
Coupon:	4.00% per annum
Interest Payment Dates:	Semiannually in arrears on May 1 and November 1 of each year beginning on November 1, 2018 (long first coupon).
Optional Redemption Provisions:	All or any portion of the notes may be redeemed at SunTrust’s option, at any time or from time to time prior to March 1, 2025 (two months prior to the maturity date) (the “Par Call Date”), at a redemption price equal to 100% of the principal amount of the notes to be redeemed, plus accrued and unpaid interest thereon to the date of redemption, plus the excess, if any, of: (i) the aggregate present value as of the date of such redemption of each dollar of principal being redeemed and the amount of interest (exclusive of interest accrued to the date of redemption) that would have been

	payable in respect of each such dollar if such redemption had not been made (assuming for these purposes that the notes mature on the Par Call Date), determined by discounting, on a semi-annual basis, such principal and interest at the Reinvestment Rate (as defined below) (determined on the third business day preceding the date that notice of such redemption is given) from the respective dates on which such principal and interest would have been payable if such redemption had not been made to the date of redemption (assuming for these purposes that the notes mature on the Par Call Date), over (ii) the aggregate principal amount of the notes being redeemed. The "Reinvestment Rate" means the Treasury Yield (as defined in the SunTrust prospectus supplement for the 4.00% Senior Notes due 2025) plus 20 basis points. At any time on or after the Par Call Date, all or any portion of the notes may be redeemed at SunTrust's option, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the notes to be redeemed plus accrued but unpaid interest thereon to the date of redemption.
Ranking:	The Notes will be senior unsecured indebtedness of SunTrust and rank equally with SunTrust's other senior unsecured indebtedness and will be effectively subordinated to SunTrust's secured indebtedness and indebtedness of SunTrust's subsidiaries.
Use of Proceeds:	SunTrust intends to use the net proceeds from the offering for general corporate purposes.
Denominations:	Minimum denominations of $5,000 and integral multiples of $1,000 in excess thereof
Price to Public:	99.872%
Purchase Price:	99.472% per Note ($845,512,000 in the aggregate)
Listing:	None
CUSIP/ISIN:	867914 BS1 / US867914BS12
Joint Book-Runners:	SunTrust Robinson Humphrey, Inc. Barclays Capital Inc. Morgan Stanley & Co. LLC RBC Capital Markets, LLC

Co-Managers:	Citigroup Global Markets Inc. R. Seelaus & Co., Inc. Samuel A. Ramirez & Company, Inc. The Williams Capital Group, L.P.

(a) Free Writing Prospectuses listed pursuant to Section 5(B)(a)(iii)

(i) Final Term Sheet, dated April 24, 2018, prepared and filed pursuant to Section 5(A)(a)

(b) Additional Documents Incorporated by Reference

None

SCHEDULE III

SUNTRUST BANKS, INC.

TERM SHEET

$850,000,000 4.00% Senior Notes due 2025

Issuer:	SunTrust Banks, Inc. ("SunTrust")
Title of Securities:	4.00% Senior Notes due 2025
Issue Size:	$850,000,000
Trade Date:	April 24, 2018
Settlement Date:	April 26, 2018 (T+2)
Maturity Date:	May 1, 2025
Benchmark Treasury:	2.626% US Treasury due March 31, 2025
Benchmark Treasury Yield:	2.941%
Spread to Benchmark Treasury:	+108 bps
Re-offer Yield:	4.021%
Coupon:	4.00% per annum
Interest Payment Dates:	Semiannually in arrears on May 1 and November 1 of each year beginning on November 1, 2018 (long first coupon).
Optional Redemption Provisions:	All or any portion of the notes may be redeemed at SunTrust's option, at any time or from time to time prior to March 1, 2025 (two months prior to the maturity date) (the "Par Call Date"), at a redemption price equal to 100% of the principal amount of the notes to be redeemed, plus accrued and unpaid interest thereon to the date of redemption, plus the excess, if any, of: (i) the aggregate present value as of the date of such redemption of each dollar of principal being redeemed and the amount of interest (exclusive of interest accrued to the date of redemption) that would have been payable in respect of each such dollar if such redemption had not been made (assuming for these purposes that the notes mature on the Par Call Date),

	determined by discounting, on a semi-annual basis, such principal and interest at the Reinvestment Rate (as defined below) (determined on the third business day preceding the date that notice of such redemption is given) from the respective dates on which such principal and interest would have been payable if such redemption had not been made to the date of redemption (assuming for these purposes that the notes mature on the Par Call Date), over (ii) the aggregate principal amount of the notes being redeemed. The "Reinvestment Rate" means the Treasury Yield (as defined in the SunTrust prospectus supplement for the 4.00% Senior Notes due 2025) plus 20 basis points. At any time on or after the Par Call Date, all or any portion of the notes may be redeemed at SunTrust's option, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the notes to be redeemed plus accrued but unpaid interest thereon to the date of redemption.
Ranking:	The Notes will be senior unsecured indebtedness of SunTrust and rank equally with SunTrust's other senior unsecured indebtedness and will be effectively subordinated to SunTrust's secured indebtedness and indebtedness of SunTrust's subsidiaries.
Use of Proceeds:	SunTrust intends to use the net proceeds from the offering for general corporate purposes.
Denominations:	Minimum denominations of $5,000 and integral multiples of $1,000 in excess thereof
Price to Public:	99.872%
Underwriting Discount:	0.40%
Net Proceeds to the Issuer (after underwriting discounts but before offering expenses):	$845,512,000
Listing:	None
Expected Ratings:	[Redacted]
CUSIP/ISIN:	867914 BS1 / US867914BS12

Joint Book-Runners:	SunTrust Robinson Humphrey, Inc. Barclays Capital Inc. Morgan Stanley & Co. LLC RBC Capital Markets, LLC
Co-Managers:	Citigroup Global Markets Inc. R. Seelaus & Co., Inc. Samuel A. Ramirez & Company, Inc. The Williams Capital Group, L.P.

***Note:** An explanation of the significance of securities ratings may be obtained from the assigning rating agencies. Generally, rating agencies base their ratings on such material and information, and such of their own investigations, studies and assumptions, as they deem appropriate. The rating of the notes should be evaluated independently from similar ratings of other securities. A securities rating is not a recommendation to buy, sell or hold securities and may be subject to review, revision, suspension, reduction or withdrawal at any time by the assigning rating agency.

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer or any underwriter will arrange to send you the prospectus if you request it by contacting SunTrust Robinson Humphrey, Inc. at 1-800-685-4786, Barclays Capital Inc. at 1-888-603-5847, Morgan Stanley & Co. LLC at 1-866-718-1649 or RBC Capital Markets, LLC at 1-866-375-6829.

Exhibit 1.2

SUNTRUST BANKS, INC.

Global Medium-Term Notes, Series A

AGENT ACCESSION LETTER

April 25, 2018

Merrill Lynch, Pierce, Fenner & Smith
Incorporated

One Bryant Park
New York, NY 10036

Ladies and Gentlemen:

SunTrust Banks, Inc., a Georgia corporation (the "Company") is a party to a Master Agency Agreement dated as of September 13, 2010 (as amended by Amendment No. 1 to the Master Agency Agreement dated as of October 3, 2012, this Agent Accession Letter and as may be further supplemented or amended from time to time) (the "Master Agency Agreement") among the Company and each agent signatory thereto (the "Existing Agents") with respect to the issue and sale from time to time by the Company of its Global Medium-Term Notes, Series A, (the "Notes" and, together with any other securities that may be offered by post-effective amendment to the Registration Statement referred to below, the "Program Securities"). The Notes will be issued pursuant to the provisions of an indenture dated as of September 10, 2007, between the Company and U.S. Bank National Association, as trustee (the "Trustee") (as may be supplemented or amended from time to time, the "Indenture"). The Master Agency Agreement permits the Company to appoint one or more additional persons to act as agent with respect to the Program Securities, on terms substantially the same as those contained in the Master Agency Agreement. A copy of the Master Agency Agreement, including the Procedures with respect to the issuance of the Program Securities attached to such Master Agency Agreement as Exhibit C, is attached hereto.

In accordance with Section 3(c) of the Master Agency Agreement we hereby confirm that, with effect from the date hereof, you shall become a party to, and an Agent under, the Master Agency Agreement, vested with all the authority, rights and powers, and subject to all duties and obligations of an Agent as if originally named as such under the Master Agency Agreement. As used herein, the term "you" (or any term of similar meaning) shall be deemed to refer to Merrill Lynch, Pierce, Fenner & Smith Incorporated.

Without limiting the Company's representations, warranties and agreements contained in the Master Agency Agreement, the Company hereby further represents and warrants to, and agrees with you that:

(i) Neither the Company nor any of its "significant subsidiaries" (as such term is used in Rule 1-02(w) of Regulation S-X under the Act; each a "Significant Subsidiary" and collectively, the "Significant Subsidiaries") has sustained since the date of the latest audited financial statements included or incorporated by reference in the Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Time of Sale Information; and, since the respective dates as of which information is given in the Registration Statement and the Time of Sale Information, there has not been any change in the capital stock of the Company or any of its Significant Subsidiaries (other than (i) repurchases of common stock of the Company in an aggregate amount that is less than 1.25% of the number of outstanding shares of common stock on the date hereof and (ii) issuances or other transfers of capital stock in the ordinary course of business pursuant to the Company's employee benefit plans), any material increase in the long-term debt of the Company and its subsidiaries, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole, otherwise than as set forth or contemplated in the Time of Sale Information; SunTrust Bank is a Significant Subsidiary, and no other subsidiary of the Company is a Significant Subsidiary.

(ii) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Georgia, is duly registered as a bank holding company and qualified as a financial holding company under the Bank Holding Company Act of 1956, as amended, with power and authority (corporate and other) to own its properties and conduct its business as described in the Time of Sale Information, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except for such failures to be so qualified or in good standing that would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole (a "Material Adverse Effect"); and each Significant Subsidiary of the Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation.

(iii) Neither the Company nor any of its Significant Subsidiaries is in violation of its organizational documents or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound.

(iv) The statements in each of the Registration Statement, the Time of Sale Information and the Prospectus under the captions "Description of Notes," "United States Federal Income Tax Considerations" and "United States Federal Taxation," in each case insofar as such statements constitute a summary of the legal matters, documents or proceedings referred to therein, fairly present and summarize, in all material respects, the matters referred to therein.

(v) The Company is not and, after giving effect to the offering and sale of the Notes and the application of the proceeds thereof, will not be an "investment company", as such term is defined in the Investment Company Act of 1940, as amended.

(vi) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee of the Company or any of its affiliates or any of its subsidiaries has taken any action, directly or indirectly, that would result in a violation material to the Company by such persons of the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA.

(vii) The operations of the Company and its subsidiaries are currently in compliance with applicable financial record keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all United States jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency in the United States (collectively, the "Money Laundering Laws"), except where the failure to so comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; and no formal action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect .

(viii) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee of the Company or any of its affiliates or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"); and the Company will not use the proceeds of the offering of the Program Securities, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(ix) This Agent Accession Letter has been duly authorized, executed and delivered by the Company.

(x) The Company has an authorized capitalization as set forth in the Registration Statement, the Time of Sale Information and the Prospectus, and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable; and all of the issued shares of capital stock of each Significant Subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims.

(xi) The issuance and sale of the Program Securities, the compliance by the Company with all of the provisions of the Program Securities, the Master Agency Agreement and the Indenture and the consummation of the transactions herein and therein contemplated by the Company will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or a material adverse effect on the consummation of the transactions contemplated hereby, (ii) result in any violation of the provisions of the Restated Articles of Incorporation, as amended, or By-laws of the Company or (iii) result in any violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issuance and sale of the Program Securities or the consummation by the Company of the transactions contemplated by this Agreement except such as have been obtained under the Act and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with your the purchase and distribution of the Program Securities.

(xii) Other than as set forth in the Registration Statement, the Time of Sale Information and the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of the subsidiaries of the Company is a party or of which any property of the Company or any of the subsidiaries of the Company is the subject which is reasonably likely to be adversely determined against the Company or any of the subsidiaries of the Company and, if determined adversely to the Company or any of the subsidiaries of the Company, would individually or in the aggregate have a Material Adverse Effect or a material adverse effect on the consummation of the transactions contemplated hereby; and, to the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others.

(xiii) Each of the Company and its subsidiaries own or possess or have obtained all material governmental licenses, permits, consents, orders, approvals and other authorizations necessary to lease or own, as the case may be, and to operate their respective properties and to carry on their respective businesses as presently conducted, except where the failure to possess or obtain the same would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(xiv) Ernst & Young LLP, who has certified certain financial statements of the Company and its subsidiaries, is an independent public accountant as required by the Act and the rules and regulations of the Commission thereunder. Ernst & Young LLP has audited the Company's internal control over financial reporting.

(xv) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that complies with the requirements of the

Exchange Act and has been designed by the Company's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. The Company's internal control over financial reporting is effective and the Company is not aware of any material weaknesses in its internal control over financial reporting.

(xvi) Since the date of the latest audited financial statements included or incorporated by reference in the Time of Sale Information, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting, except such changes as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(xvii) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is made known to the Company's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective

(xviii) The Company and its Significant Subsidiaries have filed all foreign, and U.S. federal, state and local tax returns that are required to be filed or have requested extensions thereof (except in any case in which the failure so to file would not reasonably be expected to have a Material Adverse Effect) and have paid all taxes required to be paid by them and any other assessment, fine or penalty levied against them, to the extent that any of the foregoing is due and payable, except for any such assessment, fine or penalty that is currently being contested in good faith or as would not reasonably be expected to result in a Material Adverse Effect.

The parties hereto agree to amend the Master Agency Agreement by deleting Section 6(c) thereof and replacing it in its entirety with the following:

(i) The Company is validly existing as a corporation in good standing under the laws of the State of Georgia, with full corporate power and authority to conduct its business as described in the Registration Statement and the Prospectus.

(ii) SunTrust Bank is validly existing as a banking corporation in good standing under the laws of the State of Georgia.

(iii) The Indenture has been duly authorized, executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws affecting the rights and remedies of creditors generally and the effects of general principles of equity and any implied covenant of good faith and fair dealing. The Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended.

(iv) The Agency Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws affecting the rights and remedies of creditors generally and the effects of general principles of equity and any implied covenant of good faith and fair dealing, except that we provide no opinion with respect to the provisions therein providing for the indemnification, contribution or reimbursement of any person where such provisions would violate public policy or be limited by federal or state law.

(v) When the terms of the Program Securities and of their issue and sale have been duly authorized and established in accordance with the Indenture and the Agency Agreement so as not to violate any applicable law, agreement or instrument then binding on the Company, and when the Program

Securities have been duly executed by the Company, authenticated by the Trustee in accordance with the Indenture, and delivered to and paid for by the purchasers thereof in accordance with the terms of the Agency Agreement, the Program Securities will constitute valid and binding obligations of the Company, entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms, in each case subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws affecting the rights and remedies of creditors generally and the effects of general principles of equity and any implied covenant of good faith and fair dealing.

(vi) The offer and sale of the Program Securities, and the execution and delivery by the Company of the Agency Agreement and the Indenture and the performance by the Company of its obligations thereunder, will not contravene any provision of (i) any indenture, mortgage, deed of trust, loan agreement, or other agreement or instrument listed on Schedule A hereto, (ii) the Amended and Restated Articles of Incorporation, as amended, or the Bylaws of the Company, or (iii) any statute, rule or regulation issued pursuant to the federal laws of the United States, the law of the State of New York or the Georgia Business Corporation Code or, to our knowledge, any order issued pursuant to the federal laws of the United States, the law of the State of New York or the Georgia Business Corporation Code by any court or governmental body or agency having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, except (a) that we provide no opinion with respect to any federal or state securities law, rule or regulation and (b) in the case of clauses (i) and (iii) for any such contravention that would not, individually or in the aggregate, result in a material adverse change in the financial position or results of operations of the Company and its subsidiaries.

(vii) No consent, approval, authorization, order, registration or qualification of or with any governmental body or agency under the federal laws of the United States, the law of the State of New York or the Georgia Business Corporation Code or, to our knowledge, any federal or New York court or any Georgia court acting pursuant to the Georgia Business Corporation Code is required for the offer and sale of the Program Securities, the execution and delivery by the Company of the Agency Agreement and the Indenture and the performance by the Company of its obligations thereunder and under the Program Securities, except that we provide no opinion with respect to any federal or state securities law, rule or regulation or the rules of the Financial Industry Regulatory Authority, Inc.

(viii) To our knowledge, there are no contracts or documents required to be described in the Registration Statement or Prospectus or to be filed as exhibits to the Registration Statement or incorporated by reference therein which are not described and filed or incorporated by reference as required.

(ix) The Registration Statement was declared effective under the Securities Act on September 15, 2015; each of the MTN Prospectus Supplement, the CCN Product Supplement, the MP Product Supplement, the Index Supplement and the Buffered Note Product Supplement has been filed with the Commission pursuant to Rule 424 under the Securities Act; and, based solely upon review of the information posted at http://www.sec.gov/litigation/stoporders.shtml at 8:30 A.M., New York City time, on the date hereof, no order suspending the effectiveness of the Registration Statement has been issued and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company is pending or threatened by the Commission.

(x) The statements in the MTN Prospectus Supplement under the heading "Description of Notes," in the CCN Product Supplement and the MP Product Supplement under the heading "Additional Terms of the Notes," and in the Buffered Note Product Supplement under the heading "Description of the Notes," to the extent such statements constitute summaries of the terms of the documents referred to therein, constitute an accurate summary of such matters in all material respects, subject to the insertion of the terms of the Program Securities that are to be described in one or more term sheets or pricing supplements to the Prospectus.

(xi) The Registration Statement, as of its latest effective date, and the Prospectus, as most recently amended or supplemented, appear on their face to be appropriately responsive, in all material respects relevant to the offering of the Program Securities, to the requirements of the Securities Act, the Trust Indenture Act and the applicable rules and regulations if the Commission thereunder, in each case other than the financial statements and notes thereto, the financial statement schedules and other financial data and Statement of Eligibility on Form T-1 included or incorporated by reference therein.

The parties hereto agree to amend the Master Agency Agreement by deleting Sections 7(b) through 7(d) thereof and replacing them in their entirety with the following:

(b) Each time that the Registration Statement or the Prospectus shall be amended or supplemented to include additional financial information or there is filed with the Commission any document incorporated by reference into the Prospectus which contains additional financial statement information, the Company shall, reasonably promptly thereafter, furnish each Agent with a certificate of the Chairman of the Board, the President, any Vice-Chairman, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, or any other Executive Officer of the Company, dated the date of delivery, to the same effect as the certificate referred to in Section 6(e), but modified as necessary to relate to the Registration Statement and the Prospectus as amended or supplemented at such date; provided, however, that the Company shall not be required during any period in which it has instructed each Agent to cease or each Agent has ceased soliciting offers to purchase Program Securities to furnish each Agent with such certificate, provided that the obligation of each Agent to begin thereafter to solicit offers to purchase Program Securities shall be subject to the delivery of such certificate.

(c) Each time that the Registration Statement or the Prospectus shall be amended or supplemented to include additional financial information or there is filed with the Commission any document incorporated by reference into the Prospectus which contains additional financial statement information, the Company shall, reasonably promptly thereafter, furnish, or caused to be furnished, Merrill Lynch, Pierce, Fenner & Smith Incorporated with a disclosure letter of in-house counsel of the Company and Sullivan & Cromwell LLP, counsel for Merrill Lynch, Pierce, Fenner & Smith Incorporated, or such other counsel as is acceptable to Merrill Lynch, Pierce, Fenner & Smith Incorporated, dated the date of delivery, to the effect set forth in Section 6(d)(ii) hereof but modified as necessary to relate to the Registration Statement and the Prospectus as amended or supplemented at such date; provided further, that the Company shall not be required during any period in which it has instructed Merrill Lynch, Pierce, Fenner & Smith Incorporated to cease or Merrill Lynch, Pierce, Fenner & Smith Incorporated has ceased soliciting offers to purchase Program Securities to furnish Merrill Lynch, Pierce, Fenner & Smith Incorporated with such disclosure letters, provided that the obligation of Merrill Lynch, Pierce, Fenner & Smith Incorporated to begin thereafter to solicit offers to purchase Program Securities shall be subject to the delivery of such disclosure letters.

(d) Each time that the Registration Statement or the Prospectus shall be amended or supplemented to include additional financial information or there is filed with the Commission any document incorporated by reference into the Prospectus which contains additional financial statement information, the Company shall, reasonably promptly thereafter, cause its independent registered public accounting firm to furnish each Agent with a letter, addressed jointly to the Board of Directors of the Company and the Agents and dated the date of delivery, substantially in the form attached hereto as Exhibit E, but modified as necessary to relate to the Registration Statement and the Prospectus as amended or supplemented at such date; provided further, that the Company shall not be required during any period in which it has instructed each Agent to cease or each Agent has ceased soliciting offers to purchase Program Securities to furnish each Agent with the letter referred to above in this paragraph, provided that the obligation of each Agent to begin thereafter to solicit offers to purchase Program Securities shall be subject to the delivery of such letter.

For each issuance of Notes in which you participate as Agent, Section 9 of the Master Agency Agreement is hereby amended by replacing Section 9(a), (b), (c) and (d) with the following

(a) The Company will indemnify and hold harmless each Agent, its affiliates and selling agents and each person, if any, who controls any Agent, affiliate or selling agent within the meaning of

Section 15 of the Act or Section 20 of the Exchange Act, and the respective directors, officers, employees and partners of each Agent, affiliate or selling agent, against any losses, claims, damages or liabilities, joint or several, to which such Agent or such director, officer, employee, partner, affiliate, selling agent or controlling person may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Prospectus, any Free Writing Prospectus or the Time of Sale Information, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Agent and each such director, officer, employee, partner, affiliate, selling agent and controlling person for any legal or other expenses reasonably incurred by such Agent or such director, officer, employee, partner, affiliate, selling agent or controlling person in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Agent shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the Prospectus, the Time of Sale Information or any Free Writing Prospectus, or any amendment or supplement thereto, in reliance upon and in conformity with written information furnished to the Company by you expressly for use therein, it being understood and agreed that such furnished information, if any, shall be identified in the Terms Agreement relating to a particular issuance of Notes. The indemnity agreement set forth in this Section 9(a) shall be in addition to any liabilities that the Company may otherwise have.

(b) You, severally and not jointly, will indemnify and hold harmless the Company and each person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, and the Company's directors, officers and employees, against any losses, claims, damages or liabilities to which the Company may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Prospectus, any Free Writing Prospectus or the Time of Sale Information, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, the Prospectus, any Free Writing Prospectus or the Time of Sale Information, or any amendment or supplement thereto, in reliance upon and in conformity with written information furnished to the Company by you expressly for use therein; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company, as appropriate, in connection with investigating or defending any such action or claim as such expenses are incurred, it being understood and agreed that such furnished information, if any, shall be identified in the Terms Agreement relating to a particular issuance of Notes.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written

consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Agents on the other from the offering of the Program Securities. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Agents on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Agents on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Agents, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Agents on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company on the one hand and the Agents on the other agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if the Agents were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Agent shall be required to contribute any amount in excess of the amount by which the total price at which the Program Securities distributed to the public were offered to the public exceeds the amount of any damages which such Agent has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Agents' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

You represent and warrant that you are a member in good standing of the Financial Industry Regulatory Authority, Inc. ("FINRA"). You agree to comply will all rules and regulations of FINRA applicable to you in making sales of Program Securities, including without limitation, FINRA Rules 5121 and 5141.

You agree that in selling Program Securities pursuant to any offering, you will comply with all rules and regulations applicable to you, including the applicable provisions of the Act and the Exchange Act, the applicable rules and regulations of the Commission thereunder and the applicable rules and regulations of any securities exchange having jurisdiction over the offering of the Program Securities.

The Company acknowledges and agrees that you may retain the services of one or more of your affiliates to assist it in carrying out, and complying with, your obligations, covenants and representations and warranties set forth herein.

It is further agreed that in each case that STRH, as representative of the Agents or otherwise, has the authority under the Master Agency Agreement to waive, approve or otherwise exercise discretion or judgment under the Master Agency Agreement on behalf of the Agents, any such waiver, approval or other exercise of discretion or judgment shall not apply to you without your express written consent.

Except as otherwise expressly provided herein, all terms used herein which are defined in the Master Agency Agreement shall have the same meanings as in the Master Agency Agreement. Your obligation to act as Agent hereunder shall be subject to you having received copies addressed to you (or Reliance Letters thereon) of the most recent documents (including any prior documents referred to therein) previously delivered to the Existing Agents pursuant to Sections 6 and 7 of the Master Agency Agreement. For purposes of Section 14 of the Master Agency Agreement, you confirm that your notice details are as set forth immediately beneath your signature.

Each of the parties to this letter agrees to perform its respective duties and obligations specifically provided to be performed by each of the parties in accordance with the terms and provisions of the Master Agency Agreement and the Procedures, as amended or supplemented hereby.

Notwithstanding anything in the Master Agency Agreement to the contrary, the obligations of each of the Existing Agents and the Additional Agent(s) under Section 9 or any other provision of the Master Agency Agreement are several and not joint, and in no case shall any Existing Agent or Additional Agent (except as may be provided in any agreement among them) be responsible under Section 9(d) to contribute any amount in excess of the commissions received by such Existing Agent or Additional Agent from the offering of the Program Securities.

It is hereby agreed and acknowledged that Merrill Lynch, Pierce, Fenner & Smith Incorporated may, without notice to the Company or any other party, assign its rights and obligations in the Master Agency Agreement and hereunder to BofAML Securities, Inc. (or any other registered broker-dealer wholly-owned by Bank of America Corporation to which all or substantially all of Merrill Lynch, Pierce, Fenner & Smith Incorporated's capital markets, investment banking or related businesses may be transferred following the date hereof).

This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in one or more counterparts and the executed counterparts taken together shall constitute one and the same agreement.

If the foregoing correctly sets forth the agreement among the parties hereto, please indicate your acceptance hereof in the space provided for that purpose below.

Very truly yours,

SUNTRUST BANKS, INC.

By: /s/ Albert Kolesar
Name: Albert Kolesar
Title: Treasurer

CONFIRMED AND ACCEPTED, as of the
date first above written

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: /s/ Robert J. Little
Name: Robert J. Little
Title: Managing Director

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
50 Rockefeller Plaza
NY1-050-12-02
New York, New York 10020
Facsimile: (646) 855-5958
Attention: High Grade Transaction
Management/Legal

Exhibit 4.1

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER, CEDE & CO., HAS AN INTEREST HEREIN.

THIS SECURITY IS NOT A DEPOSIT OR OTHER OBLIGATION OF A DEPOSITORY INSTITUTION AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY.

SUNTRUST BANKS, INC.

[●]% Senior Note due 2025

No.: [●] $[●]
CUSIP: [●]
ISIN: [●]

SUNTRUST BANKS, INC., a corporation organized and existing under the laws of Georgia (hereinafter called the " *Company* ", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [●] ($[●]), or such other principal amount as may be set forth in the records of the Securities Registrar hereinafter referred to in accordance with the Indenture, on [●], 20[●] (the " *Stated Maturity Date* "). The Company further promises to pay interest on said principal sum from [●], 2018 or from the most recent interest payment date (each such date, an " *Interest Payment Date* ") on which interest has been paid or duly provided for, semi-annually in arrears on [●] and [●] of each year, commencing [●], 2018, at the rate of [●]% *per annum* until the principal hereof is paid or duly provided for or made available for payment. In the event that any date, including the Stated Maturity Date (or Redemption Date, if applicable, as discussed below), on which interest is payable on this Security is not a Business Day then a payment of the interest payable on such date will be made on the next succeeding day that is a Business Day (and without any interest or other payment in respect of any such delay), in each case with the same force and effect as if made on the date the payment was originally payable. A " *Business Day* " shall mean any day other than a Saturday, Sunday, or any other day on which banking institutions and trust companies in New York, New York or Atlanta, Georgia, are permitted or required by any applicable law to close. The interest installment so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest installment, which shall be the fifteenth calendar day preceding the relevant Interest Payment Date whether or not such day is a Business Day. Any such interest installment not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of and interest on this Security will be made at the Corporate Trust office of the Trustee, or such other office or agency of the Company maintained for that purpose in the Borough of Manhattan, New York, New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided, however,* that at the option of the Company payment of interest may be made (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the Securities Register or (ii) by wire transfer in immediately available funds at such place and to such account as may be designated by the Person entitled thereto as specified in the Securities Register in writing not less than ten days before the date of the interest payment.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

SUNTRUST BANKS, INC.

By: _____
Name:
Title:

Attest: _____
Name:
Title:

This Security is one of a duly authorized issue of securities of the Company (herein called the " *Securities* "), issued and to be issued in one or more series under an Indenture, dated as of September 10, 2007 (herein called the " *Indenture* "), between the Company and U.S. Bank National Association, as Trustee (herein called the " *Trustee* ", which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Trustee, the Company and the Holders of the Securities, and of the terms upon which the Securities are, and are to be, authenticated and delivered. By the terms of the Indenture, the Securities are issuable in series that may vary as to amount, date of maturity, rate of interest, rank and in any other respect provided in the Indenture.

All terms used in this Security that are defined in the Indenture and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

Interest on this Security will be calculated based on a 360-day year consisting of twelve 30-day months.

At any time prior to [●] (the " *Par Call Date* "), upon not less than 10 nor more than 60 days' notice by mail, the Company may, at its option, at any time and from time to time, redeem all or any portion of the Securities of this series at a Redemption Price equal to the sum of: (i) 100% of the principal amount of the Securities being redeemed, (ii) accrued but unpaid interest to the Redemption Date (other than interest installments whose Stated Maturity is on or prior to such Redemption Date which will be payable to the Holders of such Securities, or one or more Predecessor Securities, of record at the close of business on the relevant Record Dates referred to on the face hereof, all as provided in the Indenture) and (iii) the Make-Whole Amount as defined below. For these purposes:

- " *Make-Whole Amount* " means the excess, if any, of: (i) the aggregate present value as of the date of such redemption of each dollar of principal being redeemed and the amount of interest (exclusive of interest accrued to the date of redemption) that would have been payable in respect of each such dollar if such redemption had not been made (assuming for these purposes that the Securities of this series mature on the Par Call Date), determined by discounting, on a semi-annual basis, such principal and interest at the Reinvestment Rate (determined on the third business day preceding the date that notice of such redemption is given) from the respective dates on which such principal and interest would have been payable if such redemption had not been made to the date of redemption (assuming for these purposes that the Securities of this series mature on the Par Call Date), over (ii) the aggregate principal amount of the Securities of this series being redeemed.
- " *Reinvestment Rate* " means the yield on U.S. Treasury securities at a constant maturity corresponding to the remaining life (as of the date of redemption, and rounded to the nearest month) to maturity (assuming for these purposes that the Securities of this series mature on the Par Call Date) for the principal being redeemed (the " *Treasury Yield* "), plus [●] basis points. For purposes hereof, the Treasury Yield shall be equal to the arithmetic mean of the yields published in the Statistical Release under the heading which represents the average for the immediately preceding week for "U.S. Government

Securities—Treasury Constant Maturities" with a maturity equal to such remaining life (assuming for these purposes that the Securities of this series mature on the Par Call Date); *provided* that if no published maturity exactly corresponds to such remaining life (assuming for these purposes that the Securities of this series mature on the Par Call Date), then the Treasury Yield shall be interpolated or extrapolated on a straight-line basis from the arithmetic means of the yields for the next shortest and next longest published maturities. For purposes of calculating the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the Make-Whole Amount shall be used. If the format or content of the Statistical Release changes in a manner that precludes determination of the Treasury Yield in the above manner, then the Treasury Yield shall be determined in the manner that most closely approximates the above manner, as reasonably determined by the Company.

- " *Statistical Release* " means the statistical release designated "H.15(519)" or any successor publication which is published daily by the Board of Governors of the Federal Reserve System and which reports yields on actively traded United States government securities adjusted to constant maturities or, if such statistical release is not published at the time of any determination, then such other reasonably comparable index which shall be designated by the Company.

In addition, at any time on or after the Par Call Date, the Company may, at its option, at any time or from time to time, upon not less than 10 nor more than 60 days' notice by mail, redeem all or a portion of the Securities of this series at a Redemption Price equal to 100% of the principal amount, together in the case of any such redemption with accrued but unpaid interest to the Redemption Date, but interest installments whose Stated Maturity is on or prior to such Redemption Date will be payable to the Holders of such Securities, or one or more Predecessor Securities, of record at the close of business on the relevant Record Dates referred to on the face hereof, all as provided in the Indenture.

In the event of the redemption of this Security in part only, a new Security or Securities of this series for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

In the event that any Redemption Date is not a Business Day, the payment of interest and principal will be made on the next succeeding Business Day, and no interest on this Security or such payment will accrue for the period from and after the Redemption Date in respect of such delay.

The Indenture permits, with certain exceptions as therein provided, the Company and the Trustee at any time to enter into a supplemental indenture or indentures for the purpose of modifying in any manner the rights and obligations of the Company and of the Holders of the Securities, with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series to be affected by such supplemental indenture. The Indenture also contains provisions permitting Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the

Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security. Notwithstanding the foregoing, without the consent of any Holder of Securities, the Company and the Trustee may amend or supplement the Indenture or the Securities to conform the terms of the Indenture and the Securities to the description of the Securities in the prospectus supplement dated April 24, 2018 relating to the offering of the Securities.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

As provided in and subject to the provisions of the Indenture, if an Event of Default with respect to the Securities of this series at the time Outstanding occurs and is continuing, then and in every such case the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Securities of this series may declare the principal amount of all the Securities of this series to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by Holders).

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Securities Register, upon surrender of this Security for registration of transfer at the office or agency of the Company maintained under Section 10.2 of the Indenture duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Securities Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees. No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee shall treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The Securities of this series are issuable only in registered form without coupons in minimum denominations of $5,000 and any integral multiples of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of such series of a different authorized denomination, as requested by the Holder surrendering the same.

The Company and, by its acceptance of this Security or a beneficial interest therein, the Holder of, and any Person that acquires a beneficial interest in, this Security agree that for U.S. federal, state and local tax purposes it is intended that this Security constitute indebtedness.

The Indenture and this Security shall be governed by and construed in accordance with the laws of the State of New York.

This is one of the Securities referred to in the within mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION
Not in its individual capacity but solely
as Trustee

By: _____
AUTHORIZED OFFICER

[FORM OF TRANSFER NOTICE]

FOR VALUE RECEIVED the undersigned registered holder hereby sell(s), assign(s) and transfer(s) unto

Insert Taxpayer Identification No.

Please print or typewrite name and address including zip code of assignee of the within Security and all rights thereunder, hereby irrevocably constituting and appointing _____ to transfer said Security on the books of the Company with full power of substitution in the premises.

_____

By:
Date:

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY

The following increases or decreases in this Global Security have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease or increase	Signature of authorized officer of Trustee or Securities Custodian

Exhibit 5.1

KING & SPALDING

King & Spalding LLP
1180 Peachtree Street N.E.
Atlanta, Georgia 30309-3521
Phone: 404/ 572-4600
Fax: 404/ 572-5100
www.kslaw.com

April 26, 2018

SunTrust Banks, Inc.
303 Peachtree Street, N.E.
Atlanta, Georgia 30308

Re: SunTrust Banks, Inc. 4.00% Senior Notes due 2025

Ladies and Gentlemen:

We have acted as counsel for SunTrust Banks, Inc., a Georgia corporation (the "Company"), in connection with the registration under the Securities Act of 1933, as amended, of $850,000,000 aggregate principal amount of 4.00% Senior Notes due 2025 (the "Senior Notes") pursuant to a Prospectus Supplement dated April 24, 2018 (the "Prospectus Supplement").

In connection with this opinion, we have reviewed such matters of law and examined original, certified, conformed or photographic copies of such other documents, records, agreements and certificates as we have deemed necessary as a basis for the opinions hereinafter expressed. In such review we have assumed the genuineness of signatures on all documents submitted to us as originals and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies. We have relied, as to the matters set forth therein, on certificates of public officials. As to certain matters of fact material to this opinion, we have relied, without independent verification, upon certificates of the Company, and of certain officers of the Company.

We have assumed that the Indenture dated as of September 10, 2007 (the "Indenture"), between the Company and U.S. Bank, National Association, as the trustee (the "Trustee"), is a valid and binding agreement of the Trustee, enforceable against the Trustee in accordance with its terms.

This opinion is limited in all respects to the laws of the States of Georgia and New York, and no opinion is expressed with respect to the laws of any other jurisdiction or any effect which such laws may have on the opinions expressed herein. This opinion is limited to the matters stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated herein.

Based upon the foregoing, and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that, upon the issuance and sale thereof as described in the Prospectus Supplement and, when executed by the Company and duly authenticated by the Trustee in accordance with the terms of the Indenture, the Senior Notes will be valid and binding

obligations of the Company, enforceable against the Company in accordance with their terms, subject, as to the enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the rights and remedies of creditors generally, and the effects of general principles of equity.

This opinion is given as of the date hereof, and we assume no obligation to advise you after the date hereof of facts or circumstances that come to our attention or changes in law that occur which could affect the opinions contained herein. This letter is being rendered solely for the benefit of the Company in connection with the matters addressed herein. This opinion may not be furnished to or relied upon by any person or entity for any purpose without our prior written consent.

We hereby consent to the filing of this opinion as an exhibit to the current report on Form 8-K filed on April 26, 2018 and to the reference to us under the caption “Validity of the Securities” in the Prospectus Supplement dated April 24, 2018.

Very truly yours,

/s/ King & Spalding LLP

Exhibit 8.1

KING & SPALDING

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309
Phone: 404/572-4600
Fax: 404/572-5100
www.kslaw.com

April 24, 2018

SunTrust Banks, Inc.
303 Peachtree Street, NE
Atlanta, Georgia 30308

Ladies and Gentlemen:

We have acted as counsel to SunTrust Banks, Inc., a Georgia corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission of a Product Supplement No. EQUITY INDICES SUN-1 relating to the registration of the Company's Market-Linked Step Up Notes (the "SUN-1 Product Supplement") and the Product Supplement No. EQUITY INDICES LIRN-1 relating to the registration of the Company's Leveraged Index Return Notes (the "LIRN-1 Product Supplement").

In rendering the opinion set forth below, we have reviewed such matters of law and examined and relied upon original, certified, conformed or photographic copies of such other documents, records, agreements and certificates as we have deemed relevant and necessary as a basis for such opinion. In connection with such examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as duplicates or certified or conformed copies, and the authenticity of the originals of such latter documents.

Our opinion set forth below is based on the Internal Revenue Code of 1986, as amended, Treasury Regulations promulgated thereunder, administrative pronouncements, and judicial precedents, all as of the date hereof. The foregoing authorities may be repealed, revoked or modified, and any such change may have retroactive effect.

Based on the foregoing, and subject to the qualifications, limitations and assumptions set forth in the SUN-1 Product Supplement and the LIRN-1 Product Supplement, as applicable, we are of the opinion that the statements set forth in the SUN-1 Product Supplement under the caption "U.S. Federal Income Tax Considerations," and in the LIRN-1 Product Supplement under the caption "U.S. Federal Income Tax Considerations," to the extent such statements summarize U.S. federal income tax consequences of the purchase, beneficial ownership and disposition of the Market-Linked Step Up Notes, in the case of the SUN-1 Product Supplement,

and the Leveraged Index Return Notes, in the case of the LIRN-1 Product Supplement, are accurate in all material respects.

We express no opinion herein concerning any law other than the federal income tax law of the United States. Moreover, we note that our opinion is not binding on the Internal Revenue Service or courts, any of which could take a contrary position.

We hereby consent to the filing of this opinion letter as Exhibit 8.1 to a Current Report on Form 8-K, and to the use of our name under the caption "U.S. Federal Income Tax Considerations" in the SUN-1 Product Supplement and the LIRN-1 Product Supplement.

Very truly yours,

/s/ King & Spalding LLP

Exhibit 99.1

CALCULATION AGENCY AGREEMENT

Dated as of April 25, 2018

CALCULATION AGENCY AGREEMENT

BETWEEN

SUNTRUST BANKS, INC.

AND

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

DATED AS OF APRIL 25, 2018

SunTrust Banks, Inc., a corporation organized under the laws of the State of Georgia (the "Company"), in connection with the issuance from time to time of certain of its Global Medium-Term Notes, Series A (the "Notes") which may be underwritten or sold by Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill," which expression shall include, unless otherwise agreed in writing, its affiliates or successors for the time acting as calculation agent hereunder), wishes to appoint Merrill as Calculation Agent (as defined below) for such Notes. Terms used but not defined herein shall have the meanings assigned to them in the Master Agency Agreement dated as of September 13, 2010 (as amended by Amendment No. 1 to the Master Agency Agreement dated as of October 3, 2012, Merrill's Agent Accession Letter dated as of April 25, 2018 and as may be further supplemented or amended from time to time).

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Merrill agree as follows:

1. Upon the terms and subject to the conditions contained herein, the Company hereby appoints Merrill as its agent (in such capacity, the "Calculation Agent") for the purpose of calculating the amounts payable to holders of certain tranches of Notes underwritten or sold by Merrill and to make certain other determinations related to such Notes in accordance with the provisions of this Agreement. Unless otherwise agreed between the Company and Merrill, any Notes for which Merrill is named as Calculation Agent in the relevant prospectus, prospectus supplement, pricing supplement, term sheet or other applicable disclosure document, shall be "Securities" for the purposes of this Agreement. The Calculation Agent will make such calculations and/or determinations related to the Securities as described more particularly in the applicable prospectus, prospectus supplement, pricing supplement, term sheet or other applicable disclosure document. Such calculations and/or determinations may include, but are not limited to, determining the starting value, ending value, redemption amount and the occurrence or continuance of market disruption events. Where one or more related option or swap transactions have been entered into between the Company or one of its affiliates or subsidiaries and Merrill or one of its affiliates or subsidiaries in connection with such Securities, any calculation and/or determination to be made by the Calculation Agent in connection with such Securities pursuant to this Agreement shall, in the absence of manifest error or willful default, be consistent with the corresponding calculation and/or determination made by Merrill or one of its affiliates or subsidiaries pursuant to any such related option or swap transaction(s). For the avoidance of doubt, in all cases, any calculations and/or determinations with respect to any Securities shall conform to the terms set forth in the relevant prospectus, prospectus supplement, pricing supplement, term sheet or other applicable disclosure document pertaining to the Securities.

2. The Calculation Agent shall act in good faith and in a commercially reasonable manner and shall exercise reasonable due care in connection with all its calculations and determinations under this Agreement.

Calculations and/or determinations made in accordance with this Agreement shall be determined per series or tranche of Securities, as applicable, in full satisfaction of the Calculation Agent's obligations under this Agreement.

As used herein, "business day" shall have the meaning assigned to that term (or any analogous term) in the relevant Securities.

3. The Calculation Agent accepts its obligations set forth herein, upon the terms and subject to the conditions hereof, including the following, to all of which the Company agrees:

(a) The Company agrees to pay the compensation of the Calculation Agent at the rates as shall be agreed upon from time to time between the Company and the Calculation Agent. Upon receiving an account therefor from the Calculation Agent, the Company also will pay the Calculation Agent for its out-of-pocket expenses (including reasonable counsel fees and expenses), disbursements and advances incurred or made in connection with any provisions of this Agreement. The Company also agrees to indemnify the Calculation Agent, its affiliates and its and their respective directors, officers, employees and agents (collectively, "Indemnified Persons") for, and to hold it and them harmless against, any and all loss, liability, damage, claim or expense (including the reasonable costs and expenses of defending against any claim of liability) incurred by any Indemnified Persons that arises out of or in connection with its accepting appointment as, or acting as, Calculation Agent hereunder, except such as may be found in a final judgment by a court of competent jurisdiction to have resulted from the gross negligence, willful misconduct or bad faith of the Calculation Agent or any of its agents or employees. The Indemnified Persons shall not be liable for any error resulting from the use of or reliance on a source of publicly available information used in good faith and with due care to make any calculations or determinations hereunder. The provisions of this Section shall survive the termination of this Agreement.

(b) In acting under this Agreement, the Calculation Agent is acting solely as agent of the Company and does not assume any obligations or relationship of agency or trust for or with any of the owners or holders of the Securities. Nothing in this Agreement or the nature of the services contemplated herein shall be deemed to create a fiduciary relationship between the Calculation Agent and the Company or its stockholders, creditors, employees or any other party.

(c) Merrill, its affiliates and its and their respective officers, directors, employees and shareholders may become the owners of, or acquire any interest in, any securities of the Company, with the same rights that it or they would have if Merrill had not been retained in the capacity of Calculation Agent, and may engage or be interested in any financial or other transaction with the Company as freely as if it were not Calculation Agent. Such transactions may involve interests that differ from those of the Company.

(d) In no event shall any Indemnified Person be liable to the Company for any act or omission hereunder, or for any error of judgment made in good faith by it or them, except in the case of its or their gross negligence, bad faith or willful misconduct as determined in a final judgment by a court of competent jurisdiction.

(e) The Calculation Agent may consult with counsel and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by them hereunder in good faith and in reliance thereon by such Calculation Agent.

(f) The Calculation Agent shall be obligated to perform such duties and only such duties as are herein specifically set forth, and no implied duties or obligations shall be read into this Agreement against such Calculation Agent.

(g) No provision in this Agreement shall require the Calculation Agent to expend or risk its own funds or otherwise incur financial liability in the performance of its duties, or in the exercise of its right and powers hereunder, unless it shall have been furnished with indemnity satisfactory to it. Upon receiving an accounting therefor from the Calculation Agent, the Company will also pay the reasonable out-of-pocket expenses (including legal and bid solicitation expenses) incurred by the Calculation Agent in connection with its services to the Company hereunder, except any expenses or disbursements that have been finally judicially determined by a court of competent jurisdiction to be attributable to its gross negligence, willful misconduct or bad faith.

(h) The Calculation Agent shall not be obligated to take any legal action hereunder which might in its judgment involve any expense or liability, unless it shall have been furnished with indemnity satisfactory to it.

(i) The Calculation Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; terrorism; wars and other military disturbances; sabotage; epidemics; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communication services; accidents; labor disputes; acts of civil or military authority and governmental action.

(j) The Company will not, without obtaining the prior written consent of the Calculation Agent, make any change to the form of any Security subject to this Agreement if such change would materially adversely affect the Calculation Agent's duties and responsibilities under this Agreement.

(k) The Calculation Agent shall not be responsible for determining the maximum rate of interest on any Securities permitted by applicable law.

(l) In no event shall the Calculation Agent be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Calculation Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(m) The Company will notify the Calculation Agent if any license agreement pertaining to the use of any index or underlying market measure used in conjunction with any series or tranche of Securities subject to this Agreement has been terminated.

4. (a) Merrill may at any time resign as Calculation Agent by giving written notice to the Company of such intention on its part, specifying the date on which its desired resignation shall become effective; provided , however , that such date shall never be earlier than 30 days after the receipt of such notice by the Company, unless the Company agrees to accept less notice. From and after the termination of Merrill's role as Calculation Agent pursuant to the provisions of this Section, the Company shall serve as the sole calculation agent under this Agreement for purposes of all applicable Securities then outstanding, and all duties and obligations of Merrill under this Agreement shall be terminated without any liability on the part of Merrill except for any act or omission of Merrill or its affiliates, officers, directors, employees, agents or attorneys constituting gross negligence, bad faith or willful misconduct prior to such termination as determined in a final judgment by a court of competent jurisdiction. Upon termination pursuant to the provisions of this Section or otherwise, Merrill shall be entitled to the payment of any amounts owed to it by the Company hereunder, as provided by Section 3 hereof, and the provisions of Sections 3, 7 and 9 hereof shall remain in effect following such termination.

(b) Any company into which the Calculation Agent may be merged or converted, or any company with which the Calculation Agent may be merged, or any company with which the Calculation Agent may be consolidated, or any company resulting from any merger or consolidation or any company to which the Calculation Agent shall sell or otherwise transfer all or substantially all of its assets and business shall, to the extent permitted by applicable law, be the successor Calculation Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, and such successor Calculation Agent shall be vested with all the authority, rights, powers, immunities, duties and obligations of its predecessor with like effect as if originally named as Calculation Agent. Notice of any such merger, consolidation or sale shall forthwith be given to the Company.

(c) If at any time (i) the Calculation Agent becomes incapable of acting as Calculation Agent, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or any substantial part of its property, or if an administrator, liquidator or administrative or other receiver of it or of all or a substantial part of its property is appointed, or it admits in writing its inability to pay or meet its debts as they may mature or suspends payment thereof, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if any public officer takes charge or control of the Calculation Agent or of its property or affairs for the purpose of rehabilitation, administration or liquidation or (ii) the Calculation Agent fails to duly perform any of the calculations or determinations contemplated by this Agreement and such failure remains unremedied within five business days from the date written notice thereof was provided to the Calculation Agent by the Company, the Company may upon delivery of notice to the Calculation Agent terminate its appointment as Calculation Agent, in which event notice thereof shall be given to the holders of the Securities as soon as practicable thereafter.

(d) It is acknowledged and agreed that the Calculation Agent may retain the services of one or more of its affiliates to serve as Calculation Agent hereunder and that any such affiliate performing such duties shall be entitled to the benefits of, and be subject to the terms of, this Agreement.

5. Any notice required to be given hereunder shall be delivered in person, sent by letter or telecopy or communicated by telephone (subject, in the case of communication by telephone, to confirmation dispatched within twenty-four hours by letter or by telecopy), in the case of the Company, to 303 Peachtree Street, NE, Atlanta, Georgia 30308, Attention: Treasury Group — Head of Funding (facsimile No. 404-532-0293); and, in the case of Merrill, to Merrill Lynch, Pierce, Fenner & Smith Incorporated, One Bryant Park, New York, N.Y. 10036, Attention: Attention: Amy Ho (or current Head of Structured Investment Origination), telephone: (212) 449-5080. Any notice hereunder given by telephone, telecopy or letter shall be deemed to be received when in the ordinary course of transmission or post, as the case may be, it would be received.

6. This Agreement may be amended only by a writing duly executed and delivered by each of the parties signing below.

7. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

The Company agrees that any legal suit, action or proceeding based on this Agreement brought by Merrill or any person controlling Merrill may be instituted in any federal or state court in the County of New York, the State of New York, waives any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

It is hereby agreed and acknowledged that Merrill may, without notice to the Company or any other party, assign its rights and obligations hereunder to BofAML Securities, Inc. (or any other registered broker-dealer wholly-owned by Bank of America Corporation to which all or substantially all of Merrill's capital markets, investment banking or related businesses may be transferred following the date hereof).

8. This Agreement may be executed by each of the parties hereto in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all such counterparts shall together constitute one and the same agreement.

9. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH THE LAW OF NEW YORK TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES HERETO DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

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

SUNTRUST BANKS, INC.
as Issuer

By /s/ Albert Kolesar
Name: Albert Kolesar
Title: Treasurer

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
as Calculation Agent

By /s/ Robert J. Little
Name: Robert J. Little
Title: Managing Director