

**PUBLIC EXHIBIT VOLUME**

**APPLICATION**

to the

**BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM**

by

**BB&T CORPORATION**

**for prior approval  
to acquire by merger**

**SUNTRUST BANKS, INC.**

**pursuant to Sections 3(a)(3) and 3(a)(5)  
of the Bank Holding Company Act  
and  
Section 225.15 of Regulation Y**

**March 8, 2019**

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# PUBLIC EXHIBIT VOLUME

## BB&T CORPORATION

MARCH 8, 2019

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<b><u>DOCUMENT INDEX</u></b>	<b><u>TAB</u></b>
<a href="#"><u>Agreement and Plan of Merger Between BB&amp;T Corporation and SunTrust Banks, Inc., dated as of February 7, 2019</u></a> .....	1
<a href="#"><u>Form of Bank Merger Agreement Between Branch Bank and SunTrust Bank</u></a> .....	2
<a href="#"><u>Form 8-K Filed by BB&amp;T and SunTrust with the Securities and Exchange Commission Announcing the Proposed Transaction</u></a> .....	3
<a href="#"><u>Joint Resolutions of the Boards of Directors of BB&amp;T and Branch Bank</u></a> .....	4
<a href="#"><u>Joint Resolutions of the Boards of Directors of SunTrust and SunTrust Bank</u></a> .....	5
<a href="#"><u>Form of Public Notice</u></a> .....	6
<a href="#"><u>Pro Forma and Projected Balance Sheet, Income Statement, Capital Ratio, Asset Quality and Deposits and Loans (Redacted)</u></a> .....	7
<a href="#"><u>BB&amp;T’s Enterprise Risk Management Program Overview</u></a> .....	8
<a href="#"><u>SunTrust’s Enterprise Risk Management Program Overview</u></a> .....	9
<a href="#"><u>Enhancements to BB&amp;T’s Enterprise Risk Management Program</u></a> .....	10
<a href="#"><u>Preparation for Becoming a Bank Holding Company with Assets of More Than \$250 Billion</u></a> .....	11
<a href="#"><u>Overview of BB&amp;T’s Compliance Risk Management Program</u></a> .....	12
<a href="#"><u>Overview of SunTrust’s Compliance Risk Management Program</u></a> .....	13
<a href="#"><u>Enhancements to BB&amp;T’s BSA/AML/OFAC Compliance Program</u></a> .....	14

<a href="#"><u>Financial Crimes Program Framework</u></a> .....	15
<a href="#"><u>Form of Divestiture Commitment</u></a> .....	16
<a href="#"><u>Bank Holding Company Size and Exposure Chart</u></a> .....	17
<a href="#"><u>Additional Information on Financial Stability Risk</u></a> .....	18
<a href="#"><u>Branch Bank’s CRA Statement and CRA Program Overview</u></a> .....	19
<a href="#"><u>BB&amp;T’s Fair Lending and Consumer Compliance Program Overview</u></a> .....	20
<a href="#"><u>SunTrust’s Fair Lending Compliance Program Overview</u></a> .....	21
<a href="#"><u>SunTrust Outstanding Debt Issuances</u></a> .....	22
<a href="#"><u>Litigation Chart</u></a> .....	23
<a href="#"><u>Subsidiaries of SunTrust and SunTrust Bank</u></a> .....	24
<a href="#"><u>Pro Forma Organization Chart of BB&amp;T and Branch Bank</u></a> .....	25
<a href="#"><u>Pro Forma Change to Branch Bank’s CRA Assessment Areas</u></a> .....	26
<a href="#"><u>List of SunTrust Branches</u></a> .....	27

Public Exhibit 1

Agreement and Plan of Merger Between BB&T and SunTrust

AGREEMENT AND PLAN OF MERGER

by and between

SUNTRUST BANKS, INC.

and

BB&T CORPORATION

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Dated as of February 7, 2019

TABLE OF CONTENTS

ARTICLE I

THE MERGER

1.1	The Merger.....	1
1.2	Closing .....	1
1.3	Effective Time .....	2
1.4	Effects of the Merger .....	2
1.5	Conversion of SunTrust Common Stock .....	2
1.6	BB&T Stock.....	3
1.7	SunTrust Preferred Stock.....	3
1.8	Treatment of SunTrust Equity Awards.....	4
1.9	Articles of Incorporation of Surviving Entity.....	6
1.10	Bylaws of Surviving Entity.....	6
1.11	Tax Consequences .....	6
1.12	Bank Merger .....	7

ARTICLE II

EXCHANGE OF SHARES

2.1	BB&T to Make Consideration Available .....	7
2.2	Exchange of Shares.....	7

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SUNTRUST

3.1	Corporate Organization.....	11
3.2	Capitalization .....	12
3.3	Authority; No Violation.....	13
3.4	Consents and Approvals .....	14
3.5	Reports .....	15
3.6	Financial Statements .....	16
3.7	Broker's Fees .....	17
3.8	Absence of Certain Changes or Events.....	17
3.9	Legal and Regulatory Proceedings .....	17
3.10	Taxes and Tax Returns.....	18
3.11	Employees.....	19
3.12	SEC Reports.....	21
3.13	Compliance with Applicable Law .....	22
3.14	Certain Contracts .....	24
3.15	Agreements with Regulatory Agencies .....	25
3.16	Environmental Matters.....	26

3.17	Investment Securities and Commodities.....	26
3.18	Real Property .....	26
3.19	Intellectual Property.....	27
3.20	Related Party Transactions .....	27
3.21	State Takeover Laws.....	28
3.22	Reorganization .....	28
3.23	Opinion .....	28
3.24	SunTrust Information.....	28
3.25	Loan Portfolio .....	28
3.26	Insurance .....	29
3.27	Investment Advisor Subsidiary.....	30
3.28	Insurance Subsidiary.....	30
3.29	Broker-Dealer Subsidiary .....	31
3.30	No Other Representations or Warranties .....	31

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF BB&T

4.1	Corporate Organization.....	32
4.2	Capitalization .....	33
4.3	Authority; No Violation.....	34
4.4	Consents and Approvals .....	35
4.5	Reports .....	36
4.6	Financial Statements .....	37
4.7	Broker's Fees .....	38
4.8	Absence of Certain Changes or Events.....	38
4.9	Legal and Regulatory Proceedings .....	38
4.10	Taxes and Tax Returns.....	39
4.11	Employees.....	39
4.12	SEC Reports.....	42
4.13	Compliance with Applicable Law .....	42
4.14	Certain Contracts .....	44
4.15	Agreements with Regulatory Agencies .....	46
4.16	Environmental Matters.....	46
4.17	Investment Securities and Commodities.....	46
4.18	Real Property .....	46
4.19	Intellectual Property.....	47
4.20	Related Party Transactions .....	47
4.21	State Takeover Laws.....	47
4.22	Reorganization .....	48
4.23	Opinion .....	48
4.24	BB&T Information.....	48
4.25	Loan Portfolio .....	48
4.26	Insurance .....	49
4.27	Investment Advisor Subsidiary.....	49
4.28	Insurance Subsidiary.....	50

4.29	Broker-Dealer Subsidiary .....	50
4.30	No Other Representations or Warranties .....	51

## ARTICLE V

### COVENANTS RELATING TO CONDUCT OF BUSINESS

5.1	Conduct of Businesses Prior to the Effective Time .....	52
5.2	Forbearances .....	52

## ARTICLE VI

### ADDITIONAL AGREEMENTS

6.1	Regulatory Matters.....	55
6.2	Access to Information; Confidentiality.....	57
6.3	Shareholders' Approvals.....	58
6.4	Legal Conditions to Merger .....	59
6.5	Stock Exchange Listing .....	59
6.6	Employee Matters .....	59
6.7	Indemnification; Directors' and Officers' Insurance.....	62
6.8	Additional Agreements .....	63
6.9	Advice of Changes.....	63
6.10	Dividends .....	64
6.11	Shareholder Litigation .....	64
6.12	Corporate Governance; Headquarters.....	64
6.13	Commitments to the Community.....	65
6.14	Acquisition Proposals .....	65
6.15	Public Announcements .....	67
6.16	Change of Method.....	67
6.17	Restructuring Efforts.....	67
6.18	Takeover Statutes.....	67
6.19	Treatment of SunTrust Indebtedness .....	68
6.20	Exemption from Liability Under Section 16(b).....	68

## ARTICLE VII

### CONDITIONS PRECEDENT

7.1	Conditions to Each Party's Obligation to Effect the Merger .....	69
7.2	Conditions to Obligations of BB&T .....	69
7.3	Conditions to Obligations of SunTrust .....	70

## ARTICLE VIII

### TERMINATION AND AMENDMENT

8.1	Termination.....	71
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8.2 Effect of Termination..... 72

ARTICLE IX

GENERAL PROVISIONS

9.1 Amendment..... 74  
9.2 Extension; Waiver..... 74  
9.3 Nonsurvival of Representations, Warranties and Agreements ..... 74  
9.4 Expenses ..... 75  
9.5 Notices ..... 75  
9.6 Interpretation..... 76  
9.7 Counterparts ..... 76  
9.8 Entire Agreement ..... 76  
9.9 Governing Law; Jurisdiction..... 77  
9.10 Waiver of Jury Trial..... 77  
9.11 Assignment; Third-Party Beneficiaries..... 77  
9.12 Specific Performance ..... 78  
9.13 Severability ..... 78  
9.14 Confidential Supervisory Information ..... 78  
9.15 Delivery by Facsimile or Electronic Transmission..... 78

Exhibit A – Form of BB&T Bylaw Amendment

## INDEX OF DEFINED TERMS

	<u>Page</u>
Acquisition Proposal.....	66
affiliate.....	76
Agreement.....	1
Bank Merger.....	7
Bank Merger Agreement.....	7
Bank Merger Certificates.....	7
BB&T.....	1
BB&T 401(k) Plan.....	61
BB&T Advisory Entity.....	49
BB&T Agent.....	50
BB&T Articles.....	33
BB&T Benefit Plans.....	39
BB&T Board Recommendation.....	58
BB&T Broker-Dealer Subsidiary.....	50
BB&T Bylaw Amendment.....	6
BB&T Bylaws.....	33
BB&T Common Stock.....	2
BB&T Contract.....	45
BB&T Disclosure Schedule.....	32
BB&T Equity Awards.....	34
BB&T ERISA Affiliate.....	40
BB&T Insurance Subsidiary.....	50
BB&T Meeting.....	58
BB&T Owned Properties.....	47
BB&T Phantom Stock Award.....	5
BB&T Preferred Stock.....	34
BB&T PSU Awards.....	33
BB&T Qualified Plans.....	40
BB&T Real Property.....	47
BB&T Regulatory Agreement.....	46
BB&T Reports.....	42
BB&T Restricted Stock Award.....	5
BB&T RSU Award.....	5
BB&T Securities.....	34
BB&T Series I Preferred Stock.....	3
BB&T Series J Preferred Stock.....	3
BB&T Series K Preferred Stock.....	4
BB&T Series L Preferred Stock.....	4
BB&T Series M Preferred Stock.....	4
BB&T Stock Option.....	4
BB&T Subsidiary.....	33
BB&T Subsidiary Bank.....	7
BHC Act.....	11

CEO Succession Date .....	65
Certificates of Merger .....	2
Chairman Succession Date .....	65
Chosen Courts .....	77
Closing .....	1
Closing Date.....	2
Code .....	1
Confidentiality Agreement.....	57
Continuing Employees.....	59
Effective Time .....	2
Enforceability Exceptions .....	14
Environmental Laws .....	26
ERISA .....	19
Exchange Act .....	16
Exchange Agent .....	7
Exchange Fund.....	7
Exchange Ratio .....	2
FDIC .....	12
Federal Reserve Board.....	14
FINRA.....	14
GAAP.....	11
GBCC.....	1
Georgia Secretary.....	2
Governmental Entity.....	15
Intellectual Property.....	27
Investment Advisers Act.....	30
IRS .....	19
Joint Proxy Statement .....	14
knowledge.....	76
Liens.....	13
Loans.....	28
made available .....	76
Material Adverse Effect.....	11
Materially Burdensome Regulatory Condition.....	56
Merger.....	1
Merger Consideration .....	2
Multiemployer Plan .....	19
Multiple Employer Plan.....	20
NCBCA.....	1
New BB&T Preferred Stock .....	4
New Benefit Plans.....	60
New Certificates.....	7
North Carolina Secretary .....	2
NYSE .....	9
Old Certificate.....	2
PBGC .....	20

Permitted Encumbrances .....	27
person .....	76
Premium Cap .....	63
Recommendation Change .....	58
Regulatory Agencies .....	15
Representatives .....	65
Requisite BB&T Vote .....	35
Requisite Regulatory Approvals .....	56
Requisite SunTrust Vote .....	14
S-4 .....	15
Sarbanes-Oxley Act .....	16
SEC .....	14
Securities Act .....	21
SRO .....	15
Subsidiary .....	11
SunTrust .....	1
SunTrust 401(k) Plan .....	61
SunTrust Advisory Entity .....	30
SunTrust Agent .....	30
SunTrust Articles .....	11
SunTrust Benefit Plans .....	19
SunTrust Board Recommendation .....	58
SunTrust Broker-Dealer Subsidiary .....	31
SunTrust Bylaws .....	11
SunTrust Common Stock .....	2
SunTrust Compensation Committee .....	6
SunTrust Contract .....	25
SunTrust Disclosure Schedule .....	10
SunTrust Equity Awards .....	13
SunTrust ERISA Affiliate .....	19
SunTrust Indemnified Parties .....	62
SunTrust Insiders .....	68
SunTrust Insurance Subsidiary .....	30
SunTrust Meeting .....	58
SunTrust Owned Properties .....	26
SunTrust Phantom Stock Award .....	5
SunTrust Preferred Stock .....	4
SunTrust PSU Award .....	5
SunTrust Qualified Plans .....	19
SunTrust Real Property .....	27
SunTrust Regulatory Agreement .....	26
SunTrust Reports .....	21
SunTrust Restricted Stock Award .....	5
SunTrust RSU Award .....	5
SunTrust Securities .....	13
SunTrust Series A Preferred Stock .....	3

SunTrust Series B Preferred Stock .....	3
SunTrust Series F Preferred Stock .....	3
SunTrust Series G Preferred Stock .....	4
SunTrust Series H Preferred Stock .....	4
SunTrust Stock Option.....	4
SunTrust Subsidiary .....	12
SunTrust Subsidiary Bank .....	7
Surviving Entity .....	1
Takeover Statutes.....	28
Tax .....	18
Tax Return .....	19
Taxes .....	18
Termination Date .....	72
Termination Fee .....	73

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of February 7, 2019 (this “Agreement”), by and between SunTrust Banks, Inc., a Georgia corporation (“SunTrust”), and BB&T Corporation, a North Carolina corporation (“BB&T”).

### WITNESSETH:

WHEREAS, the Boards of Directors of BB&T and SunTrust have determined that it is in the best interests of their respective companies and their shareholders to consummate the strategic business combination transaction provided for herein, pursuant to which SunTrust will, subject to the terms and conditions set forth herein, merge with and into BB&T (the “Merger”), so that BB&T is the surviving entity (hereinafter sometimes referred to in such capacity as the “Surviving Entity”) in the Merger;

WHEREAS, in furtherance thereof, the respective Boards of Directors of BB&T and SunTrust have approved the Merger and this Agreement;

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify as a “reorganization” within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and this Agreement is intended to be and is adopted as a plan of reorganization for purposes of Sections 354 and 361 of the Code; and

WHEREAS, the parties desire to make certain representations, warranties and agreements in connection with the Merger and also to prescribe certain conditions to the Merger.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

## ARTICLE I

### THE MERGER

1.1 The Merger. Subject to the terms and conditions of this Agreement, in accordance with the North Carolina Business Corporation Act (the “NCBCA”) and the Georgia Business Corporation Code (the “GBCC”), at the Effective Time, SunTrust shall merge with and into BB&T pursuant to this Agreement. BB&T shall be the Surviving Entity in the Merger, and shall continue its corporate existence under the laws of the State of North Carolina. Upon consummation of the Merger, the separate corporate existence of SunTrust shall terminate.

1.2 Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger (the “Closing”) will take place by electronic exchange of documents at 10:00 a.m., New York City time, on a date which shall be no later than three (3) business days after the satisfaction or waiver (subject to applicable law) of all of the conditions set forth in Article VII hereof (other than those conditions that by their nature can only be satisfied at the Closing, but subject to the satisfaction or waiver thereof), unless another date, time or place is

agreed to in writing by SunTrust and BB&T. The date on which the Closing occurs is referred to as the “Closing Date.”

1.3 Effective Time. On or (if agreed by SunTrust and BB&T) prior to the Closing Date, BB&T and SunTrust, respectively, shall cause to be filed articles of merger with the Secretary of State of the State of North Carolina (the “North Carolina Secretary”) and a certificate of merger with the Secretary of State of the State of Georgia (the “Georgia Secretary”) (collectively, the “Certificates of Merger”). The Merger shall become effective at such time as specified in the Certificates of Merger in accordance with the relevant provisions of the NCBCA and GBCC, or at such other time as shall be provided by applicable law (such time hereinafter referred to as the “Effective Time”).

1.4 Effects of the Merger. At and after the Effective Time, the Merger shall have the effects set forth in the applicable provisions of the NCBCA and the GBCC.

1.5 Conversion of SunTrust Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of BB&T, SunTrust or the holder of any securities of BB&T or SunTrust:

(a) Subject to Section 2.2(e), each share of the common stock, par value \$1.00 per share, of SunTrust issued and outstanding immediately prior to the Effective Time (the “SunTrust Common Stock”), except for shares of SunTrust Common Stock owned by SunTrust or BB&T (in each case other than shares of SunTrust Common Stock (i) held in trust accounts, managed accounts, mutual funds and the like, or otherwise held in a fiduciary or agency capacity that are beneficially owned by third parties or (ii) held, directly or indirectly, by SunTrust or BB&T in respect of debts previously contracted), shall be converted into the right to receive 1.295 shares (the “Exchange Ratio” and such shares the “Merger Consideration”) of the common stock, par value \$5.00, of BB&T (the “BB&T Common Stock”); it being understood that upon the Effective Time, pursuant to Section 1.6, the BB&T Common Stock, including the shares issued to former holders of SunTrust Common Stock, shall be the common stock of the Surviving Entity.

(b) All of the shares of SunTrust Common Stock converted into the right to receive the Merger Consideration pursuant to this Article I shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time, and each certificate (each, an “Old Certificate,” it being understood that any reference herein to “Old Certificate” shall be deemed to include reference to book-entry account statements relating to the ownership of shares of SunTrust Common Stock) previously representing any such shares of SunTrust Common Stock shall thereafter represent only the right to receive (i) a New Certificate representing the number of whole shares of BB&T Common Stock which such shares of SunTrust Common Stock have been converted into the right to receive, (ii) cash in lieu of fractional shares which the shares of SunTrust Common Stock represented by such Old Certificate have been converted into the right to receive pursuant to this Section 1.5 and Section 2.2(e), without any interest thereon and (iii) any dividends or distributions which the holder thereof has the right to receive pursuant to Section 2.2, in each case, without any interest thereon. If, prior to the Effective Time, the outstanding shares of BB&T Common Stock or SunTrust Common Stock shall have been increased, decreased, changed into or exchanged for a different

number or kind of shares or securities as a result of a reorganization, recapitalization, reclassification, stock dividend, stock split or reverse stock split, or there shall be any extraordinary dividend or distribution, an appropriate and proportionate adjustment shall be made to the Exchange Ratio to give BB&T and the holders of SunTrust Common Stock the same economic effect as contemplated by this Agreement prior to such event; provided that nothing contained in this sentence shall be construed to permit SunTrust or BB&T to take any action with respect to its securities or otherwise that is prohibited by the terms of this Agreement.

(c) Notwithstanding anything in this Agreement to the contrary, at the Effective Time, all shares of SunTrust Common Stock that are owned by SunTrust or BB&T (in each case other than shares of SunTrust Common Stock (i) held in trust accounts, managed accounts, mutual funds and the like, or otherwise held in a fiduciary or agency capacity that are beneficially owned by third parties or (ii) held, directly or indirectly, by SunTrust or BB&T in respect of debts previously contracted) shall be cancelled and shall cease to exist and no BB&T Common Stock or other consideration shall be delivered in exchange therefor.

1.6 BB&T Stock. At and after the Effective Time, each share of BB&T Common Stock and each share of BB&T Preferred Stock issued and outstanding immediately prior to the Effective Time shall remain an issued and outstanding share of common stock or preferred stock, as applicable, of the Surviving Entity and shall not be affected by the Merger.

1.7 SunTrust Preferred Stock. At the Effective Time, by virtue of the Merger and without any action on the part of BB&T, SunTrust or the holder of any securities of BB&T or SunTrust:

(a) Each share of Perpetual Preferred Stock, Series A, no par value, of SunTrust ("SunTrust Series A Preferred Stock") issued and outstanding immediately prior to the Effective Time shall automatically be converted into the right to receive a share of a newly created series of preferred stock of BB&T having the same terms (taking into account that SunTrust will not be the surviving entity in the Merger) as the SunTrust Series A Preferred Stock (all shares of such newly created series, collectively, the "BB&T Series I Preferred Stock") and, upon such conversion, the SunTrust Series A Preferred Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time.

(b) Each share of Perpetual Preferred Stock, Series B, no par value, of SunTrust ("SunTrust Series B Preferred Stock") issued and outstanding immediately prior to the Effective Time shall automatically be converted into the right to receive a share of a newly created series of preferred stock of BB&T having the same terms (taking into account that SunTrust will not be the surviving entity in the Merger) as the SunTrust Series B Preferred Stock (all shares of such newly created series, collectively, the "BB&T Series J Preferred Stock") and, upon such conversion, the SunTrust Series B Preferred Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time.

(c) Each share of Perpetual Preferred Stock, Series F, no par value, of SunTrust ("SunTrust Series F Preferred Stock") issued and outstanding immediately prior to the Effective Time shall automatically be converted into the right to receive a share of a newly created series of preferred stock of BB&T having the same terms (taking into account that

SunTrust will not be the surviving entity in the Merger) as the SunTrust Series F Preferred Stock (all shares of such newly created series, collectively, the “BB&T Series K Preferred Stock”) and, upon such conversion, the SunTrust Series F Preferred Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time.

(d) Each share of Perpetual Preferred Stock, Series G, no par value, of SunTrust (“SunTrust Series G Preferred Stock”) issued and outstanding immediately prior to the Effective Time shall automatically be converted into the right to receive a share of a newly created series of preferred stock of BB&T having the same terms (taking into account that SunTrust will not be the surviving entity in the Merger) as the SunTrust Series G Preferred Stock (all shares of such newly created series, collectively, the “BB&T Series L Preferred Stock”) and, upon such conversion, the SunTrust Series G Preferred Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time.

(e) Each share of Perpetual Preferred Stock, Series H, no par value, of SunTrust (“SunTrust Series H Preferred Stock,” and together with the SunTrust Series A Preferred Stock, SunTrust Series B Preferred Stock, SunTrust Series F Preferred Stock and SunTrust Series G Preferred Stock, the “SunTrust Preferred Stock”) issued and outstanding immediately prior to the Effective Time shall automatically be converted into the right to receive a share of a newly created series of preferred stock of BB&T having the same terms (taking into account that SunTrust will not be the surviving entity in the Merger) as the SunTrust Series H Preferred Stock (all shares of such newly created series, collectively, the “BB&T Series M Preferred Stock,” and collectively with the BB&T Series I Preferred Stock, BB&T Series J Preferred Stock, BB&T Series K Preferred Stock and BB&T Series L Preferred Stock, the “New BB&T Preferred Stock”) and, upon such conversion, the SunTrust Series H Preferred Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time.

#### 1.8 Treatment of SunTrust Equity Awards.

(a) At the Effective Time, each option to purchase shares of SunTrust Common Stock (a “SunTrust Stock Option”) that is outstanding and unexercised immediately prior to the Effective Time shall, automatically and without any required action on part of the holder thereof, be converted into an option (a “BB&T Stock Option”) to purchase (i) that number of shares of BB&T Common Stock (rounded down to the nearest whole share) equal to the product of (A) the total number of shares of SunTrust Common Stock subject to such SunTrust Stock Option immediately prior to the Effective Time multiplied by (B) the Exchange Ratio (as it may be adjusted if necessary pursuant to the last sentence of Section 1.5(b)), (ii) at an exercise price per share of BB&T Common Stock (rounded up to the nearest whole cent) equal to the quotient of (A) the exercise price per share of SunTrust Common Stock of such SunTrust Stock Option immediately prior to the Effective Time divided by (B) the Exchange Ratio (as it may be adjusted if necessary pursuant to the last section of Section 1.5(b)); provided, however, that the exercise price and the number of shares of BB&T Common Stock purchasable pursuant to the SunTrust Stock Options shall be determined in a manner consistent with the requirements of Section 409A of the Internal Revenue Code; provided, further, that in the case of any SunTrust Stock Option to which Section 422 of the Internal Revenue Code applies, the exercise price and the number of shares of BB&T Common Stock purchasable pursuant to such option shall be

determined in accordance with the foregoing, subject to such adjustments as are necessary in order to satisfy the requirements of Section 424(a) of the Internal Revenue Code. Except as expressly provided in this Section 1.8(a), each such BB&T Stock Option shall be subject to the same terms and conditions (including vesting and exercisability terms) as applied to the corresponding SunTrust Stock Option immediately prior to the Effective Time.

(b) At the Effective Time, each phantom stock unit award in respect of shares of SunTrust Common Stock (a “SunTrust Phantom Stock Award”) that is outstanding immediately prior to the Effective Time shall, automatically and without any required action on the part of the holder thereof, be converted into an award of phantom stock units (a “BB&T Phantom Stock Award”) in respect of that number of shares of BB&T Common Stock (rounded to the nearest whole share) equal to the product of (i) the total number of shares of SunTrust Common Stock subject to such SunTrust Phantom Stock Award immediately prior to the Effective Time multiplied by (ii) the Exchange Ratio (as it may be adjusted if necessary pursuant to the last sentence of Section 1.5(b)). Except as expressly provided in this Section 1.8(b), each such BB&T Phantom Stock Award shall be subject to the same terms and conditions (including vesting terms) as applied to the corresponding SunTrust Phantom Stock Award immediately prior to the Effective Time.

(c) At the Effective Time, each award in respect of a share of SunTrust Common Stock subject to vesting, repurchase or other lapse restriction (a “SunTrust Restricted Stock Award”) that is outstanding immediately prior to the Effective Time shall, automatically and without any required action on the part of the holder thereof, be converted into a restricted stock award (a “BB&T Restricted Stock Award”) in respect of that number of shares of BB&T Common Stock (rounded to the nearest whole share) equal to the product of (i) the total number of shares of SunTrust Common Stock subject to the SunTrust Restricted Stock Award immediately prior to the Effective Time multiplied by (ii) the Exchange Ratio (as it may be adjusted if necessary pursuant to the last sentence of Section 1.5(b)). Except as expressly provided in this Section 1.8(c), each such BB&T Restricted Stock Award shall be subject to the same terms and conditions (including vesting terms) as applied to the corresponding SunTrust Restricted Stock Award immediately prior to the Effective Time.

(d) At the Effective Time, each restricted stock unit award in respect of shares of SunTrust Common Stock (a “SunTrust RSU Award”) that is outstanding immediately prior to the Effective Time shall, automatically and without any required action on the part of the holder thereof, be converted into a restricted stock unit award (a “BB&T RSU Award”) in respect of that number of shares of BB&T Common Stock (rounded to the nearest whole share) equal to the product of (i) the total number of shares of SunTrust Common Stock subject to the SunTrust RSU Award immediately prior to the Effective Time multiplied by (ii) the Exchange Ratio (as it may be adjusted if necessary pursuant to the last sentence of Section 1.5(b)). Each such BB&T RSU Award shall be settlable in shares of BB&T Common Stock. Except as expressly provided in this Section 1.8(c), each such BB&T RSU Award shall be subject to the same terms and conditions (including vesting terms) as applied to the corresponding SunTrust RSU Award immediately prior to the Effective Time.

(e) At the Effective Time, each performance stock unit award in respect of shares of SunTrust Common Stock (a “SunTrust PSU Award”) that is outstanding immediately

prior to the Effective Time shall, automatically and without any required action on the part of the holder thereof, be converted into a BB&T RSU Award in respect of that number of shares of BB&T Common Stock (rounded to the nearest whole share) equal to the product of (i) total number of shares of SunTrust Common Stock subject to the SunTrust PSU Award immediately prior to the Effective Time, with the number of shares of SunTrust Common Stock determined based on (A) actual performance for the portion of the performance period through the Effective Time as reasonably determined by the compensation committee of the SunTrust Board of Directors (the “SunTrust Compensation Committee”) consistent with past practice, and (B) target performance for the portion of the performance period following the Effective Time through the remainder of the applicable performance period, multiplied by (ii) the Exchange Ratio (as it may be adjusted if necessary pursuant to the last sentence of Section 1.5(b)). Each such BB&T PSU Award shall be settleable in shares of BB&T Common Stock. Except as specifically provided in this Section 1.8(e), each such BB&T RSU Award shall be subject to the same terms and conditions (including service-based vesting terms) as applied to the corresponding SunTrust PSU Award immediately prior to the Effective Time.

(f) At or prior to the Effective Time, SunTrust, the Board of Directors of SunTrust and the SunTrust Compensation Committee, as applicable, shall adopt any resolutions and take any actions that are necessary or appropriate to effectuate the provisions of this Section 1.8.

(g) As of the Effective Time, the number and kind of shares available for issuance under each equity incentive plan of SunTrust shall be adjusted to reflect BB&T Common Stock in accordance with the provisions of the applicable plan.

(h) BB&T shall take all corporate actions that are necessary for the assumption of the SunTrust Equity Awards pursuant to Section 1.8(a) through 1.8(e), including the reservation, issuance and listing of BB&T Common Stock as necessary to effect the transactions contemplated by this Section 1.8. As soon as practicable following the Effective Time, BB&T shall file with the SEC a post-effective amendment to the Form S-4 or a registration statement on Form S-8 (or any successor or other appropriate form) with respect to the shares of BB&T Common Stock underlying such SunTrust Equity Awards, and shall use reasonable best efforts to maintain the effectiveness of such registration statement for so long as such assumed SunTrust Equity Awards remain outstanding.

1.9 Articles of Incorporation of Surviving Entity. At the Effective Time, the articles of incorporation of BB&T, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Entity until thereafter amended in accordance with applicable law.

1.10 Bylaws of Surviving Entity. At the Effective Time, the bylaws of BB&T, as amended as set forth in Exhibit A (such amendment, the “BB&T Bylaw Amendment”), shall be the bylaws of the Surviving Entity until thereafter amended in accordance with applicable law.

1.11 Tax Consequences. It is intended that the Merger shall qualify as a “reorganization” within the meaning of Section 368(a) of the Code, and that this Agreement is

intended to be and is adopted as a plan of reorganization for the purposes of Sections 354 and 361 of the Code.

1.12 Bank Merger. Immediately following the Merger, SunTrust Bank, a Georgia-chartered bank and wholly-owned Subsidiary of SunTrust (“SunTrust Subsidiary Bank”), will merge with and into Branch Banking and Trust Company, a North Carolina-chartered commercial bank and wholly-owned Subsidiary of BB&T (“BB&T Subsidiary Bank”) (the “Bank Merger”). BB&T Subsidiary Bank shall be the surviving entity in the Bank Merger and, following the Bank Merger, the separate corporate existence of SunTrust Subsidiary Bank shall cease. Promptly after the date of this Agreement, BB&T Subsidiary Bank and SunTrust Subsidiary Bank will enter into an agreement and plan of merger in form and substance agreed by BB&T and SunTrust, which shall be customary for mergers similar to the Bank Merger (the “Bank Merger Agreement”). Each of BB&T and a wholly owned subsidiary of SunTrust shall approve the Bank Merger Agreement and the Bank Merger as the sole shareholder of BB&T Subsidiary Bank and SunTrust Subsidiary Bank, respectively, and BB&T and SunTrust shall, and shall cause BB&T Subsidiary Bank and SunTrust Subsidiary Bank, respectively, to, execute certificates or articles of merger and such other documents and certificates as are necessary to make the Bank Merger effective (“Bank Merger Certificates”) immediately following the Effective Time. The Bank Merger shall become effective at such time and date as specified in the Bank Merger Agreement in accordance with applicable law, or at such other time as shall be provided by applicable law.

## ARTICLE II

### EXCHANGE OF SHARES

2.1 BB&T to Make Consideration Available. At or prior to the Effective Time, BB&T shall deposit, or shall cause to be deposited, with a bank or trust company mutually agreed upon by BB&T and SunTrust (the “Exchange Agent”), for exchange in accordance with this Article II for the benefit of the holders of Old Certificates (which for purposes of this Article II shall be deemed to include certificates or book-entry account statements representing shares of SunTrust Preferred Stock), certificates or, at BB&T’s option, evidence in book-entry form, representing shares of BB&T Common Stock or New BB&T Preferred Stock to be issued pursuant to Section 1.5 and Section 1.7, respectively (collectively, referred to herein as “New Certificates”), and cash in lieu of any fractional shares to be paid pursuant to Section 2.2(e) (such cash and New Certificates, together with any dividends or distributions with respect to shares of BB&T Common Stock or New BB&T Preferred Stock payable in accordance with Section 2.2(b), being hereinafter referred to as the “Exchange Fund”).

#### 2.2 Exchange of Shares.

(a) As promptly as practicable after the Effective Time, but in no event later than ten (10) days thereafter, BB&T and SunTrust shall cause the Exchange Agent to mail to each holder of record of one or more Old Certificates representing shares of SunTrust Common Stock or SunTrust Preferred Stock immediately prior to the Effective Time that have been converted at the Effective Time into the right to receive BB&T Common Stock or New BB&T Preferred Stock, as applicable, pursuant to Article I, a letter of transmittal (which shall specify

that delivery shall be effected, and risk of loss and title to the Old Certificates shall pass, only upon proper delivery of the Old Certificates to the Exchange Agent) and instructions for use in effecting the surrender of the Old Certificates in exchange for New Certificates representing the number of whole shares of BB&T Common Stock and any cash in lieu of fractional shares or shares of New BB&T Preferred Stock, as applicable, which the shares of SunTrust Common Stock or SunTrust Preferred Stock represented by such Old Certificate or Old Certificates shall have been converted into the right to receive pursuant to this Agreement as well as any dividends or distributions to be paid pursuant to Section 2.2(b). Upon proper surrender of an Old Certificate or Old Certificates for exchange and cancellation to the Exchange Agent, together with such properly completed letter of transmittal, duly executed, the holder of such Old Certificate or Old Certificates shall be entitled to receive in exchange therefor, as applicable, (i) (A) a New Certificate representing that number of whole shares of BB&T Common Stock to which such holder of SunTrust Common Stock shall have become entitled pursuant to the provisions of Article I and (B) a check representing the amount of (x) any cash in lieu of fractional shares which such holder has the right to receive in respect of the Old Certificate or Old Certificates surrendered pursuant to the provisions of this Article II and (y) any dividends or distributions which the holder thereof has the right to receive pursuant to Section 2.2(b) or (ii) (A) a New Certificate representing that number of shares of New BB&T Preferred Stock to which such holder of SunTrust Preferred Stock shall have become entitled pursuant to the provisions of Article I, and (B) a check representing the amount of any dividends or distributions which the holder thereof has the right to receive pursuant to Section 2.2(b), and the Old Certificate or Old Certificates so surrendered shall forthwith be cancelled. No interest will be paid or accrued on any cash in lieu of fractional shares or dividends or distributions payable to holders of Old Certificates. Until surrendered as contemplated by this Section 2.2, each Old Certificate shall be deemed at any time after the Effective Time to represent only the right to receive, upon surrender, the number of whole shares of BB&T Common Stock or shares of New BB&T Preferred Stock which the shares of SunTrust Common Stock or SunTrust Preferred Stock, as applicable, represented by such Old Certificate have been converted into the right to receive and any cash in lieu of fractional shares or in respect of dividends or distributions as contemplated by this Section 2.2.

(b) No dividends or other distributions declared with respect to BB&T Common Stock or New BB&T Preferred Stock shall be paid to the holder of any unsurrendered Old Certificate until the holder thereof shall surrender such Old Certificate in accordance with this Article II. After the surrender of an Old Certificate in accordance with this Article II, the record holder thereof shall be entitled to receive any such dividends or other distributions, without any interest thereon, which theretofore had become payable with respect to the whole shares of BB&T Common Stock or shares of New BB&T Preferred Stock that the shares of SunTrust Common Stock or SunTrust Preferred Stock, as applicable, represented by such Old Certificate have been converted into the right to receive.

(c) If any New Certificate representing shares of BB&T Common Stock or New BB&T Preferred Stock is to be issued in a name other than that in which the Old Certificate or Old Certificates surrendered in exchange therefor is or are registered, it shall be a condition of the issuance thereof that the Old Certificate or Old Certificates so surrendered shall be properly endorsed (or accompanied by an appropriate instrument of transfer) and otherwise in proper form for transfer, and that the person requesting such exchange shall pay to the Exchange Agent in

advance any transfer or other similar Taxes required by reason of the issuance of a New Certificate representing shares of BB&T Common Stock or New BB&T Preferred Stock in any name other than that of the registered holder of the Old Certificate or Old Certificates surrendered, or required for any other reason, or shall establish to the satisfaction of the Exchange Agent that such Tax has been paid or is not payable.

(d) After the Effective Time, there shall be no transfers on the stock transfer books of SunTrust of the shares of SunTrust Common Stock or SunTrust Preferred Stock that were issued and outstanding immediately prior to the Effective Time. If, after the Effective Time, Old Certificates representing such shares are presented for transfer to the Exchange Agent, they shall be cancelled and exchanged for New Certificates representing shares of BB&T Common Stock or New BB&T Common Stock, as applicable, as provided in this Article II.

(e) Notwithstanding anything to the contrary contained herein, no New Certificates or scrip representing fractional shares of BB&T Common Stock shall be issued upon the surrender for exchange of Old Certificates, no dividend or distribution with respect to BB&T Common Stock shall be payable on or with respect to any fractional share, and such fractional share interests shall not entitle the owner thereof to vote or to any other rights of a shareholder of BB&T. In lieu of the issuance of any such fractional share, BB&T shall pay to each former holder of SunTrust Common Stock who otherwise would be entitled to receive such fractional share an amount in cash (rounded to the nearest cent) determined by multiplying (i) the average of the closing-sale prices of BB&T Common Stock on the New York Stock Exchange (the “NYSE”) as reported by *The Wall Street Journal* for the consecutive period of five (5) full trading days ending on the day preceding the Closing Date by (ii) the fraction of a share (after taking into account all shares of SunTrust Common Stock held by such holder immediately prior to the Effective Time and rounded to the nearest one-thousandth when expressed in decimal form) of BB&T Common Stock which such holder would otherwise be entitled to receive pursuant to Section 1.5. The parties acknowledge that payment of such cash consideration in lieu of issuing fractional shares is not separately bargained-for consideration, but merely represents a mechanical rounding off for purposes of avoiding the expense and inconvenience that would otherwise be caused by the issuance of fractional shares.

(f) Any portion of the Exchange Fund that remains unclaimed by the shareholders of SunTrust for twelve (12) months after the Effective Time shall be paid to the Surviving Entity. Any former holders of SunTrust Common Stock or SunTrust Preferred Stock who have not theretofore complied with this Article II shall thereafter look only to the Surviving Entity for payment of the shares of BB&T Common Stock, cash in lieu of any fractional shares and any unpaid dividends and distributions on the BB&T Common Stock deliverable in respect of each former share of SunTrust Common Stock such holder holds as determined pursuant to this Agreement, or the shares of New BB&T Preferred Stock and any unpaid dividends and distributions on the New BB&T Preferred Stock deliverable in respect of each former share of SunTrust Preferred Stock such holder holds as determined pursuant to this Agreement, in each case, without any interest thereon. Notwithstanding the foregoing, none of BB&T, SunTrust, the Surviving Entity, the Exchange Agent or any other person shall be liable to any former holder of shares of SunTrust Common Stock or SunTrust Preferred Stock for any amount delivered in good faith to a public official pursuant to applicable abandoned property, escheat or similar laws.

(g) BB&T shall be entitled to deduct and withhold, or cause the Exchange Agent to deduct and withhold, from any cash in lieu of fractional shares of BB&T Common Stock, cash dividends or distributions payable pursuant to this Section 2.2 or any other amounts otherwise payable pursuant to this Agreement to any holder of SunTrust Common Stock, SunTrust Preferred Stock or SunTrust Equity Awards, such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign Tax law. To the extent that amounts are so withheld by BB&T or the Exchange Agent, as the case may be, and paid over to the appropriate governmental authority, the withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of SunTrust Common Stock, SunTrust Preferred Stock or SunTrust Equity Awards in respect of which the deduction and withholding was made by BB&T or the Exchange Agent, as the case may be.

(h) In the event any Old Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Old Certificate to be lost, stolen or destroyed and, if required by BB&T or the Exchange Agent, the posting by such person of a bond in such amount as BB&T or the Exchange Agent may determine is reasonably necessary as indemnity against any claim that may be made against it with respect to such Old Certificate, the Exchange Agent will issue in exchange for such lost, stolen or destroyed Old Certificate the shares of BB&T Common Stock and any cash in lieu of fractional shares, or the shares of New BB&T Preferred Stock, as applicable, deliverable in respect thereof pursuant to this Agreement.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF SUNTRUST

Except (a) as disclosed in the disclosure schedule delivered by SunTrust to BB&T concurrently herewith (the “SunTrust Disclosure Schedule”); provided, that (i) no such item is required to be set forth as an exception to a representation or warranty if its absence would not result in the related representation or warranty being deemed untrue or incorrect, (ii) the mere inclusion of an item in the SunTrust Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission by SunTrust that such item represents a material exception or fact, event or circumstance or that such item would reasonably be expected to have a Material Adverse Effect and (iii) any disclosures made with respect to a section of Article III shall be deemed to qualify (1) any other section of Article III specifically referenced or cross-referenced and (2) other sections of Article III to the extent it is reasonably apparent on its face (notwithstanding the absence of a specific cross reference) from a reading of the disclosure that such disclosure applies to such other sections or (b) as disclosed in any SunTrust Reports filed by SunTrust since December 31, 2013 and prior to the date hereof (but disregarding risk factor disclosures contained under the heading “Risk Factors,” or disclosures of risks set forth in any “forward-looking statements” disclaimer or any other statements that are similarly non-specific or cautionary, predictive or forward-looking in nature), SunTrust hereby represents and warrants to BB&T as follows:

### 3.1 Corporate Organization.

(a) SunTrust is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia, is a bank holding company duly registered under the Bank Holding Company Act of 1956, as amended (the “BHC Act”) and has elected to be treated as a financial holding company under the BHC Act. SunTrust has the corporate power and authority to own, lease or operate all of its properties and assets and to carry on its business as it is now being conducted. SunTrust is duly licensed or qualified to do business and in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned, leased or operated by it makes such licensing, qualification or standing necessary, except where the failure to be so licensed or qualified or to be in good standing would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on SunTrust. As used in this Agreement, the term “Material Adverse Effect” means, with respect to BB&T, SunTrust or the Surviving Entity, as the case may be, any effect, change, event, circumstance, condition, occurrence or development that, either individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on (i) the business, properties, assets, results of operations or financial condition of such party and its Subsidiaries taken as a whole (provided, however, that, with respect to this clause (i), Material Adverse Effect shall not be deemed to include the impact of (A) changes, after the date hereof, in U.S. generally accepted accounting principles (“GAAP”) or applicable regulatory accounting requirements, (B) changes, after the date hereof, in laws, rules or regulations of general applicability to companies in the industries in which such party and its Subsidiaries operate, or interpretations thereof by courts or Governmental Entities, (C) changes, after the date hereof, in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in economic or market (including equity, credit and debt markets, as well as changes in interest rates) conditions affecting the financial services industry generally and not specifically relating to such party or its Subsidiaries, (D) public disclosure of the transactions contemplated hereby or actions expressly required by this Agreement or that are taken with the prior written consent of the other party in contemplation of the transactions contemplated hereby, or (E) a decline in the trading price of a party’s common stock or the failure, in and of itself, to meet earnings projections or internal financial forecasts, but not, in either case, including any underlying causes thereof; except, with respect to subclause (A), (B), or (C), to the extent that the effects of such change are materially disproportionately adverse to the business, properties, results of operations or financial condition of such party and its Subsidiaries, taken as a whole, as compared to other companies in the industry in which such party and its Subsidiaries operate) or (ii) the ability of such party to timely consummate the transactions contemplated hereby. As used in this Agreement, the word “Subsidiary” when used with respect to any person, means any corporation, partnership, limited liability company, bank or other organization, whether incorporated or unincorporated, or person of which (x) such first person directly or indirectly owns or controls at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions or (y) such first person is or directly or indirectly has the power to appoint a general partner, manager or managing member or others performing similar functions. True and complete copies of the amended and restated articles of incorporation of SunTrust (the “SunTrust Articles”) and the amended and restated bylaws of SunTrust (the “SunTrust Bylaws”), in each case as in effect as of the date of this Agreement, have previously been made available by SunTrust to BB&T.

(b) Except as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on SunTrust, each Subsidiary of SunTrust (a “SunTrust Subsidiary”) (i) is duly organized and validly existing under the laws of its jurisdiction of organization, (ii) is duly licensed or qualified to do business and, where such concept is recognized under applicable law, in good standing in all jurisdictions (whether federal, state, local or foreign) where its ownership, leasing or operation of property or the conduct of its business requires it to be so licensed or qualified or in good standing and (iii) has all requisite corporate power and authority to own, lease or operate its properties and assets and to carry on its business as now conducted. There are no restrictions on the ability of SunTrust or any Subsidiary of SunTrust to pay dividends or distributions except, in the case of SunTrust or a Subsidiary that is a regulated entity, for restrictions on dividends or distributions generally applicable to all similarly regulated entities. The deposit accounts of each Subsidiary of SunTrust that is an insured depository institution are insured by the Federal Deposit Insurance Corporation (the “FDIC”) through the Deposit Insurance Fund (as defined in Section 3(y) of the Federal Deposit Insurance Act of 1950) to the fullest extent permitted by law, all premiums and assessments required to be paid in connection therewith have been paid when due, and no proceedings for the termination of such insurance are pending or threatened. Section 3.1(b) of the SunTrust Disclosure Schedule sets forth a true and complete list of all Subsidiaries of SunTrust that would constitute “significant subsidiaries” within the meaning of Rule 1-02 of Regulation S-X of the SEC as of the date hereof. There is no person whose results of operations, cash flows, changes in shareholders’ equity or financial position are consolidated in the financial statements of SunTrust other than the SunTrust Subsidiaries.

### 3.2 Capitalization.

(a) The authorized capital stock of SunTrust consists of 750,000,000 shares of SunTrust Common Stock and 50,000,000 shares of preferred stock, no par value. As of February 5, 2019, there were (i) 442,341,518 shares of SunTrust Common Stock issued and outstanding, including 7,404 shares of SunTrust Common Stock granted in respect of outstanding SunTrust Restricted Stock Awards; (ii) 110,442,218 shares of SunTrust Common Stock held in treasury; (iii) 855,001 shares of SunTrust Common Stock reserved for issuance upon the exercise of outstanding SunTrust Stock Options; (iv) 844,433 shares of SunTrust Common Stock subject to outstanding SunTrust Phantom Stock Awards; (v) 4,749,661 shares of SunTrust Common Stock reserved for issuance upon the settlement of outstanding SunTrust RSU Awards; (vi) 1,221,976 shares of SunTrust Common Stock reserved for issuance upon the settlement of outstanding SunTrust PSU Awards (assuming performance goals are satisfied at the target level) or 1,710,766 shares of SunTrust Common Stock reserved for issuance upon the settlement of outstanding SunTrust PSU Awards (assuming performance goals are satisfied at the maximum level); and (vii) (A) 1,725 shares of SunTrust Series A Preferred Stock issued and outstanding, (B) 1,025 shares of SunTrust Series B Preferred Stock issued and outstanding, (C) 5,000 shares of SunTrust Series F Preferred Stock issued and outstanding, (D) 7,500 shares of SunTrust Series G Preferred Stock issued and outstanding and (E) 5,000 shares of SunTrust Series H preferred stock issued and outstanding. As of the date of this Agreement, except as set forth in the immediately preceding sentence and for changes since February 5, 2019 resulting from the exercise, vesting or settlement of any SunTrust Equity Awards described in the immediately preceding sentence, there are no shares of capital stock or other voting securities or equity interests of SunTrust issued, reserved for issuance or outstanding. All of the issued and

outstanding shares of SunTrust Common Stock and SunTrust Preferred Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof. SunTrust is current on all dividends payable on the outstanding shares of SunTrust Preferred Stock, and has complied in all material respects with terms and conditions thereof. There are no bonds, debentures, notes or other indebtedness that have the right to vote on any matters on which shareholders of SunTrust may vote. Other than SunTrust Stock Options, SunTrust Phantom Stock Awards, SunTrust Restricted Stock Awards, SunTrust RSU Awards and SunTrust PSU Awards (collectively, “SunTrust Equity Awards”) issued prior to the date of this Agreement as described in this Section 3.2(a), as of the date of this Agreement there are no outstanding subscriptions, options, warrants, stock appreciation rights, phantom units, scrip, rights to subscribe to, preemptive rights, anti-dilutive rights, rights of first refusal or similar rights, puts, calls, commitments or agreements of any character relating to, or securities or rights convertible or exchangeable into or exercisable for, shares of capital stock or other voting or equity securities of or ownership interest in SunTrust, or contracts, commitments, understandings or arrangements by which SunTrust may become bound to issue additional shares of its capital stock or other equity or voting securities of or ownership interests in SunTrust, or that otherwise obligate SunTrust to issue, transfer, sell, purchase, redeem or otherwise acquire, any of the foregoing (collectively, “SunTrust Securities”). Other than SunTrust Equity Awards, no equity-based awards (including any cash awards where the amount of payment is determined, in whole or in part, based on the price of any capital stock of SunTrust or any of its Subsidiaries) are outstanding. There are no voting trusts, shareholder agreements, proxies or other agreements in effect to which SunTrust or any of its Subsidiaries is a party with respect to the voting or transfer of SunTrust Common Stock, capital stock or other voting or equity securities or ownership interests of SunTrust or granting any shareholder or other person any registration rights.

(b) Except as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on SunTrust, SunTrust owns, directly or indirectly, all of the issued and outstanding shares of capital stock or other equity ownership interests of each of the SunTrust Subsidiaries, free and clear of any liens, claims, title defects, mortgages, pledges, charges, encumbrances and security interests whatsoever (“Liens”), and all of such shares or equity ownership interests are duly authorized and validly issued and are fully paid, nonassessable (except, with respect to Subsidiaries that are depository institutions, as provided under 12 U.S.C. § 55 or any comparable provision of applicable state law) and free of preemptive rights, with no personal liability attaching to the ownership thereof.

### 3.3 Authority; No Violation.

(a) SunTrust has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the Merger have been duly and validly approved by the Board of Directors of SunTrust. The Board of Directors of SunTrust has determined that the Merger, on the terms and conditions set forth in this Agreement, is advisable and in the best interests of SunTrust and its shareholders, has adopted and approved this Agreement and the transactions contemplated hereby (including the Merger), and has directed that this Agreement be submitted to SunTrust’s shareholders for approval at a meeting of such shareholders and has adopted a resolution to the foregoing effect. Except for the approval of this

Agreement by the affirmative vote of a majority of all the votes entitled to be cast on this Agreement by all shares of SunTrust Common Stock entitled to vote on this Agreement (the “Requisite SunTrust Vote”), and the approval of the Bank Merger Agreement by SunTrust as SunTrust Subsidiary Bank’s sole shareholder, no other corporate proceedings on the part of SunTrust are necessary to approve this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by SunTrust and (assuming due authorization, execution and delivery by BB&T) constitutes a valid and binding obligation of SunTrust, enforceable against SunTrust in accordance with its terms (except in all cases as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or similar laws of general applicability affecting the rights of creditors generally and the availability of equitable remedies (the “Enforceability Exceptions”)).

(b) Neither the execution and delivery of this Agreement by SunTrust nor the consummation by SunTrust of the transactions contemplated hereby (including the Merger and the Bank Merger), nor compliance by SunTrust with any of the terms or provisions hereof, will (i) violate any provision of the SunTrust Articles or the SunTrust Bylaws or (ii) assuming that the consents and approvals referred to in Section 3.4 are duly obtained, (x) violate any law, statute, code, ordinance, rule, regulation, judgment, order, writ, decree or injunction applicable to SunTrust or any of its Subsidiaries or any of their respective properties or assets or (y) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of SunTrust or any of its Subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which SunTrust or any of its Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound, except (in the case of clauses (x) and (y) above) for such violations, conflicts, breaches or defaults that, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on SunTrust.

3.4 Consents and Approvals. Except for (a) the filing of any required applications, filings and notices, as applicable, with the New York Stock Exchange, (b) the filing of any required applications, filings and notices, as applicable, with the Board of Governors of the Federal Reserve System (the “Federal Reserve Board”) under the BHC Act and approval of such applications, filings and notices, (c) the filing of any required applications, filings and notices, as applicable, with the FDIC, and approval of such applications, filings and notices, (d) the filing of any required applications, filings and notices, as applicable, with the North Carolina Commissioner of Banks and the Georgia Department of Banking and Finance in connection with the Bank Merger and approval of such applications, filings and notices, (e) the filing of any required applications, filings or notices with the Financial Industry Regulatory Authority (“FINRA”) and approval of such applications, filings and notices, (f) the filing of any required applications, filings or notices with any state banking authorities listed on Section 3.4 of the SunTrust Disclosure Schedule or Section 4.4 of the BB&T Disclosure Schedule and approval of such applications, filings and notices, (g) the filing by SunTrust with the Securities and Exchange Commission (the “SEC”) of a joint proxy statement in definitive form (including any amendments or supplements thereto, the “Joint Proxy Statement”), and the registration statement

on Form S-4 in which the Joint Proxy Statement will be included as a prospectus, to be filed with the SEC by BB&T in connection with the transactions contemplated by this Agreement (the “S-4”) and the declaration of effectiveness of the S-4, (h) the filing of the Certificates of Merger with the North Carolina Secretary pursuant to the NCBCA and the Georgia Secretary pursuant to the GBCC, as applicable, the filing of the Bank Merger Certificates with the applicable Governmental Entities as required by applicable law, and the filing of Articles of Amendment for the New BB&T Preferred Stock with the North Carolina Secretary and (i) such filings and approvals as are required to be made or obtained under the securities or “Blue Sky” laws of various states in connection with the issuance of the shares of BB&T Common Stock and New BB&T Preferred Stock pursuant to this Agreement and the approval of the listing of such BB&T Common Stock on the NYSE, no consents or approvals of or filings or registrations with any court, administrative agency or commission or other governmental or regulatory authority or instrumentality or SRO (each a “Governmental Entity”) are necessary in connection with (i) the execution and delivery by SunTrust of this Agreement or (ii) the consummation by SunTrust of the Merger and the other transactions contemplated hereby (including the Bank Merger). As of the date hereof, SunTrust is not aware of any reason why the necessary regulatory approvals and consents will not be received by SunTrust to permit consummation of the Merger and Bank Merger on a timely basis.

3.5 Reports. SunTrust and each of its Subsidiaries have timely filed (or furnished) all reports, forms, correspondence, registrations and statements, together with any amendments required to be made with respect thereto, that they were required to file (or furnish, as applicable) since January 1, 2016 with (i) any state regulatory authority, (ii) the SEC, (iii) the Federal Reserve Board, (iv) the FDIC, (v) any foreign regulatory authority and (vi) any self-regulatory organization (an “SRO”) (clauses (i) – (vi), collectively “Regulatory Agencies”), including any report, form, correspondence, registration or statement required to be filed (or furnished, as applicable) pursuant to the laws, rules or regulations of the United States, any state, any foreign entity, or any Regulatory Agency, and have paid all fees and assessments due and payable in connection therewith, except where the failure to file (or furnish, as applicable) such report, form, correspondence, registration or statement or to pay such fees and assessments, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on SunTrust. Subject to Section 9.14, except for normal examinations conducted by a Regulatory Agency in the ordinary course of business of SunTrust and its Subsidiaries, no Regulatory Agency has initiated or has pending any proceeding or, to the knowledge of SunTrust, investigation into the business or operations of SunTrust or any of its Subsidiaries since January 1, 2016, except where such proceedings or investigations would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust. Subject to Section 9.14, there (i) is no unresolved violation, criticism, or exception by any Regulatory Agency with respect to any report or statement relating to any examinations or inspections of SunTrust or any of its Subsidiaries and (ii) has been no formal or informal inquiries by, or disagreements or disputes with, any Regulatory Agency with respect to the business, operations, policies or procedures of SunTrust or any of its Subsidiaries since January 1, 2016, in each case, which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust.

### 3.6 Financial Statements.

(a) The financial statements of SunTrust and its Subsidiaries included (or incorporated by reference) in the SunTrust Reports (including the related notes, where applicable) (i) have been prepared from, and are in accordance with, the books and records of SunTrust and its Subsidiaries, (ii) fairly present in all material respects the consolidated results of operations, cash flows, changes in shareholders' equity and consolidated financial position of SunTrust and its Subsidiaries for the respective fiscal periods or as of the respective dates therein set forth (subject in the case of unaudited statements to year-end audit adjustments normal in nature and amount), (iii) complied, as of their respective dates of filing with the SEC, in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, and (iv) have been prepared in accordance with GAAP consistently applied during the periods involved, except, in each case, as indicated in such statements or in the notes thereto. Since December 31, 2015, no independent public accounting firm of SunTrust has resigned (or informed SunTrust that it intends to resign) or been dismissed as independent public accountants of SunTrust as a result of or in connection with any disagreements with SunTrust on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

(b) Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust, neither SunTrust nor any of its Subsidiaries has any liability of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether due or to become due), except for those liabilities that are reflected or reserved against on the consolidated balance sheet of SunTrust included in its Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2018 (including any notes thereto) and for liabilities incurred in the ordinary course of business consistent with past practice since September 30, 2018, or in connection with this Agreement and the transactions contemplated hereby.

(c) The records, systems, controls, data and information of SunTrust and its Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership of SunTrust or its Subsidiaries or accountants (including all means of access thereto and therefrom), except for any non-exclusive ownership that would not reasonably be expected to have a Material Adverse Effect on SunTrust. SunTrust (x) has implemented and maintains disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) to ensure that material information relating to SunTrust, including its Subsidiaries, is made known to the chief executive officer and the chief financial officer of SunTrust by others within those entities as appropriate to allow timely decisions regarding required disclosures and to make the certifications required by the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), and (y) has disclosed, based on its most recent evaluation prior to the date hereof, to SunTrust's outside auditors and the audit committee of SunTrust's Board of Directors (i) any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) which are reasonably likely to adversely affect SunTrust's ability to record, process, summarize and report financial information, and (ii) any fraud, whether or not material, that involves management or other

employees who have a significant role in SunTrust's internal controls over financial reporting. These disclosures were made in writing by management to SunTrust's auditors and audit committee. There is no reason to believe that SunTrust's outside auditors and its chief executive officer and chief financial officer will not be able to give the certifications and attestations required pursuant to the rules and regulations adopted pursuant to Section 404 of the Sarbanes-Oxley Act, without qualification, when next due.

(d) Since January 1, 2016, (i) neither SunTrust nor any of its Subsidiaries, nor, to the knowledge of SunTrust, any director, officer, auditor, accountant or representative of SunTrust or any of its Subsidiaries, has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods (including with respect to loan loss reserves, write-downs, charge-offs and accruals) of SunTrust or any of its Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that SunTrust or any of its Subsidiaries has engaged in questionable accounting or auditing practices, and (ii) no employee of or attorney representing SunTrust or any of its Subsidiaries, whether or not employed by SunTrust or any of its Subsidiaries, has reported evidence of a material violation of securities laws or banking laws, breach of fiduciary duty or similar violation by SunTrust or any of its Subsidiaries or any of their respective officers, directors, employees or agents to the Board of Directors of SunTrust or any committee thereof or the Board of Directors or similar governing body of any SunTrust Subsidiary or any committee thereof, or to the knowledge of SunTrust, to any director or officer of SunTrust or any SunTrust Subsidiary.

3.7 Broker's Fees. With the exception of the engagement of Goldman Sachs & Co. LLC, neither SunTrust nor any SunTrust Subsidiary nor any of their respective officers or directors has employed any broker, finder or financial advisor or incurred any liability for any broker's fees, commissions or finder's fees in connection with the Merger or related transactions contemplated by this Agreement. SunTrust has disclosed to BB&T as of the date hereof the aggregate fees provided for in connection with the engagement by SunTrust of Goldman Sachs & Co. LLC related to the Merger and the other transactions contemplated hereunder.

3.8 Absence of Certain Changes or Events.

(a) Since December 31, 2017, there has not been any effect, change, event, circumstance, condition, occurrence or development that has had or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust.

(b) Since December 31, 2017, SunTrust and its Subsidiaries have carried on their respective businesses in all material respects in the ordinary course.

3.9 Legal and Regulatory Proceedings.

(a) Except as would not reasonably be expected to, either individually or in the aggregate, have a Material Adverse Effect on SunTrust, neither SunTrust nor any of its Subsidiaries is a party to any, and there are no outstanding or pending or, to the knowledge of SunTrust, threatened, legal, administrative, arbitral or other proceedings, claims, actions or

governmental or regulatory investigations of any nature against SunTrust or any of its Subsidiaries or any of their current or former directors or executive officers or challenging the validity or propriety of the transactions contemplated by this Agreement.

(b) There is no material injunction, order, judgment, decree, or regulatory restriction imposed upon SunTrust, any of its Subsidiaries or the assets of SunTrust or any of its Subsidiaries (or that, upon consummation of the Merger, would apply to the Surviving Entity or any of its affiliates).

### 3.10 Taxes and Tax Returns.

(a) Each of SunTrust and its Subsidiaries has duly and timely filed (including all applicable extensions) all material Tax Returns in all jurisdictions in which Tax Returns are required to be filed by it, and all such Tax Returns are true, correct, and complete in all material respects. Neither SunTrust nor any of its Subsidiaries is the beneficiary of any extension of time within which to file any material Tax Return (other than extensions to file Tax Returns obtained in the ordinary course). All material Taxes of SunTrust and its Subsidiaries (whether or not shown on any Tax Returns) that are due have been fully and timely paid. Each of SunTrust and its Subsidiaries has withheld and paid all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, shareholder, independent contractor or other third party. Neither SunTrust nor any of its Subsidiaries has granted any extension or waiver of the limitation period applicable to any material Tax that remains in effect. Neither SunTrust nor any of its Subsidiaries has received written notice of assessment or proposed assessment in connection with any material amount of Taxes, and there are no threatened in writing or pending disputes, claims, audits, examinations or other proceedings regarding any material Tax of SunTrust and its Subsidiaries or the assets of SunTrust and its Subsidiaries. Neither SunTrust nor any of its Subsidiaries is a party to or is bound by any Tax sharing, allocation or indemnification agreement or arrangement (other than such an agreement or arrangement exclusively between or among SunTrust and its Subsidiaries). Neither SunTrust nor any of its Subsidiaries (A) has been a member of an affiliated group filing a consolidated federal income Tax Return for which the statute of limitations is open (other than a group the common parent of which was SunTrust) or (B) has any liability for the Taxes of any person (other than SunTrust or any of its Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise. Neither SunTrust nor any of its Subsidiaries has been, within the past two (2) years or otherwise as part of a “plan (or series of related transactions)” within the meaning of Section 355(e) of the Code of which the Merger is also a part, a “distributing corporation” or a “controlled corporation” (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intending to qualify for tax-free treatment under Section 355 of the Code. Neither SunTrust nor any of its Subsidiaries has participated in a “reportable transaction” within the meaning of Treasury Regulation Section 1.6011-4(b)(1). At no time during the past five (5) years has SunTrust been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code.

(b) As used in this Agreement, the term “Tax” or “Taxes” means all federal, state, local, and foreign income, excise, gross receipts, ad valorem, profits, gains, property, capital, sales, transfer, use, license, payroll, employment, social security, severance,

unemployment, withholding, duties, excise, windfall profits, intangibles, franchise, backup withholding, value added, alternative or add-on minimum, estimated and other taxes, charges, levies or like assessments together with all penalties and additions to tax and interest thereon.

(c) As used in this Agreement, the term “Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof, supplied or required to be supplied to a Governmental Entity.

### 3.11 Employees.

(a) Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust, each SunTrust Benefit Plan has been established, operated and administered in accordance with its terms and the requirements of all applicable laws, including ERISA and the Code. For purposes of this Agreement, the term “SunTrust Benefit Plans” means all employee benefit plans (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)), whether or not subject to ERISA, and all equity, bonus or incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance, termination, change in control, retention, employment, welfare, insurance, medical, fringe or other benefit plans, programs, agreements, contracts, policies, arrangements or remuneration of any kind with respect to which SunTrust or any Subsidiary or any trade or business of SunTrust or any of its Subsidiaries, whether or not incorporated, all of which together with SunTrust would be deemed a “single employer” within the meaning of Section 4001 of ERISA (a “SunTrust ERISA Affiliate”), is a party or has any current or future obligation or that are maintained, contributed to or sponsored by SunTrust or any of its Subsidiaries or any SunTrust ERISA Affiliate for the benefit of any current or former employee, officer, director or independent contractor of SunTrust or any of its Subsidiaries or any SunTrust ERISA Affiliate, excluding, in each case, any “multiemployer plan” within the meaning of Section 4001(a)(3) of ERISA (a “Multiemployer Plan”).

(b) SunTrust has made available to BB&T true and complete copies of each material SunTrust Benefit Plan and the following related documents, to the extent applicable: (i) all summary plan descriptions, amendments, modifications or material supplements, (ii) the most recent annual report (Form 5500) filed with the Internal Revenue Service (the “IRS”), (iii) the most recently received IRS determination letter, and (iv) the most recently prepared actuarial report.

(c) The IRS has issued a favorable determination letter or opinion with respect to each SunTrust Benefit Plan that is intended to be qualified under Section 401(a) of the Code (the “SunTrust Qualified Plans”) and the related trust, which letter or opinion has not been revoked (nor has revocation been threatened), and, to the knowledge of SunTrust, there are no existing circumstances and no events have occurred that would reasonably be expected to adversely affect the qualified status of any SunTrust Qualified Plan or the related trust.

(d) Except as would not result in any material liability to SunTrust and its Subsidiaries, taken as a whole, with respect to each SunTrust Benefit Plan that is subject to Section 302 or Title IV of ERISA or Section 412, 430 or 4971 of the Code: (i) the minimum

funding standard under Section 302 of ERISA and Sections 412 and 430 of the Code has been satisfied and no waiver of any minimum funding standard or any extension of any amortization period has been requested or granted, (ii) no such plan is in “at-risk” status for purposes of Section 430 of the Code, (iii) the present value of accrued benefits under such SunTrust Benefit Plan, based upon the actuarial assumptions used for funding purposes in the most recent actuarial report prepared by such SunTrust Benefit Plan’s actuary with respect to such SunTrust Benefit Plan, did not, as of its latest valuation date, exceed the then current fair market value of the assets of such SunTrust Benefit Plan allocable to such accrued benefits, (iv) no reportable event within the meaning of Section 4043(c) of ERISA for which the 30-day notice requirement has not been waived has occurred, (v) all premiums to the Pension Benefit Guaranty Corporation (the “PBGC”) have been timely paid in full, (vi) no liability (other than for premiums to the PBGC) under Title IV of ERISA has been or is expected to be incurred by SunTrust or any of its Subsidiaries, and (vii) the PBGC has not instituted proceedings to terminate any such SunTrust Benefit Plan.

(e) None of SunTrust and its Subsidiaries nor any SunTrust ERISA Affiliate has, at any time during the last six (6) years, contributed to or been obligated to contribute to a Multiemployer Plan or a plan that has two (2) or more contributing sponsors at least two (2) of whom are not under common control, within the meaning of Section 4063 of ERISA (a “Multiple Employer Plan”), and none of SunTrust and its Subsidiaries nor any SunTrust ERISA Affiliate has incurred any liability that has not been satisfied to a Multiemployer Plan or Multiple Employer Plan as a result of a complete or partial withdrawal (as those terms are defined in Part I of Subtitle E of Title IV of ERISA) from a Multiemployer Plan or Multiple Employer Plan.

(f) Except as would not result in any material liability to SunTrust and its Subsidiaries, taken as a whole, no SunTrust Benefit Plan provides for any post-employment or post-retirement health or medical or life insurance benefits for retired, former or current employees or beneficiaries or dependents thereof, except as required by Section 4980B of the Code.

(g) Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust, all contributions required to be made to any SunTrust Benefit Plan by applicable law or by any plan document or other contractual undertaking, and all premiums due or payable with respect to insurance policies funding any SunTrust Benefit Plan, for any period through the date hereof, have been timely made or paid in full or, to the extent not required to be made or paid on or before the date hereof, have been fully reflected on the books and records of SunTrust.

(h) There are no pending or threatened claims (other than claims for benefits in the ordinary course), lawsuits or arbitrations which have been asserted or instituted, and, to SunTrust’s knowledge, no set of circumstances exists which may reasonably give rise to a claim or lawsuit, against the SunTrust Benefit Plans, any fiduciaries thereof with respect to their duties to the SunTrust Benefit Plans or the assets of any of the trusts under any of the SunTrust Benefit Plans that would reasonably be expected to result in any liability of SunTrust or any of its Subsidiaries in an amount that would be material to SunTrust and its Subsidiaries, taken as a whole.

(i) Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust, none of SunTrust and its Subsidiaries nor any SunTrust ERISA Affiliate has engaged in any “prohibited transaction” (as defined in Section 4975 of the Code or Section 406 of ERISA) which would reasonably be expected to subject any of the SunTrust Benefit Plans or their related trusts, SunTrust, any of its Subsidiaries or any SunTrust ERISA Affiliate to any material Tax or penalty imposed under Section 4975 of the Code or Section 502 of ERISA.

(j) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in conjunction with any other event) result in the acceleration of vesting, exercisability, funding or delivery of, or increase in the amount or value of, any payment, right or other benefit to any employee, officer, director or other service provider of SunTrust or any of its Subsidiaries, or result in any limitation on the right of SunTrust or any of its Subsidiaries to amend, merge, terminate or receive a reversion of assets from any SunTrust Benefit Plan or related trust on or after the Effective Time. Without limiting the generality of the foregoing, no amount paid or payable (whether in cash, in property, or in the form of benefits) by SunTrust or any of its Subsidiaries in connection with the transactions contemplated hereby (either solely as a result thereof or as a result of such transactions in conjunction with any other event) will be an “excess parachute payment” within the meaning of Section 280G of the Code.

(k) No SunTrust Benefit Plan provides for the gross-up or reimbursement of Taxes under Section 409A or 4999 of the Code, or otherwise.

(l) Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust, there are no pending or, to SunTrust’s knowledge, threatened labor grievances or unfair labor practice claims or charges against SunTrust or any of its Subsidiaries, or any strikes or other labor disputes against SunTrust or any of its Subsidiaries. Neither SunTrust nor any of its Subsidiaries is party to or bound by any collective bargaining or similar agreement with any labor organization, or work rules or practices agreed to with any labor organization or employee association applicable to employees of SunTrust or any of its Subsidiaries and, except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust, there are no pending or, to the knowledge of SunTrust, threatened organizing efforts by any union or other group seeking to represent any employees of SunTrust or any of its Subsidiaries.

3.12 SEC Reports. SunTrust has previously made available to BB&T an accurate and complete copy of each (a) final registration statement, prospectus, report, schedule and definitive proxy statement filed with or furnished to the SEC since December 31, 2015 by SunTrust pursuant to the Securities Act of 1933, as amended (the “Securities Act”), or the Exchange Act (the “SunTrust Reports”) and (b) communication mailed by SunTrust to its shareholders since December 31, 2015 and prior to the date hereof, and no such SunTrust Report or communication, as of the date thereof (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of the relevant meetings, respectively), contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they were made, not misleading, except that information filed or

furnished as of a later date (but before the date of this Agreement) shall be deemed to modify information as of an earlier date. Since December 31, 2015, as of their respective dates, all SunTrust Reports filed or furnished under the Securities Act and the Exchange Act complied in all material respects with the published rules and regulations of the SEC with respect thereto. No executive officer of SunTrust has failed in any respect to make the certifications required of him or her under Section 302 or 906 of the Sarbanes-Oxley Act.

### 3.13 Compliance with Applicable Law.

(a) SunTrust and each of its Subsidiaries hold, and have at all times since December 31, 2015, held, all licenses, registrations, franchises, certificates, variances, permits, charters and authorizations necessary for the lawful conduct of their respective businesses and ownership of their respective properties, rights and assets under and pursuant to each (and have paid all fees and assessments due and payable in connection therewith), except where neither the cost of failure to hold nor the cost of obtaining and holding such license, registration, franchise, certificate, variance, permit, charter or authorization (nor the failure to pay any fees or assessments) would, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on SunTrust, and to the knowledge of SunTrust, no suspension or cancellation of any such necessary license, registration, franchise, certificate, variance, permit, charter or authorization is threatened.

(b) Except as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on SunTrust, SunTrust and each of its Subsidiaries have complied with and are not in default or violation under any applicable law, statute, order, rule, regulation, policy and/or guideline of any Governmental Entity relating to SunTrust or any of its Subsidiaries, including all laws related to data protection or privacy (including laws relating to the privacy and security of data or information that constitutes personal data or personal information under applicable law (“Personal Data”)), the USA PATRIOT Act, the Bank Secrecy Act, the Equal Credit Opportunity Act and Regulation B, the Fair Housing Act, the Community Reinvestment Act, the Fair Credit Reporting Act, the Truth in Lending Act and Regulation Z, the Home Mortgage Disclosure Act, the Fair Debt Collection Practices Act, the Electronic Fund Transfer Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, any regulations promulgated by the Consumer Financial Protection Bureau, the Interagency Policy Statement on Retail Sales of Nondeposit Investment Products, the SAFE Mortgage Licensing Act of 2008, the Real Estate Settlement Procedures Act and Regulation X, Title V of the Gramm-Leach-Bliley Act, any and all sanctions or regulations enforced by the Office of Foreign Assets Control of the United States Department of Treasury and any other law, policy or guideline relating to bank secrecy, discriminatory lending, financing or leasing practices, consumer protection, money laundering prevention, foreign assets control, U.S. sanctions laws and regulations, Sections 23A and 23B of the Federal Reserve Act, the Sarbanes-Oxley Act, and all agency requirements relating to the origination, sale and servicing of mortgage and consumer loans.

(c) SunTrust Subsidiary Bank has a Community Reinvestment Act rating of “satisfactory” or better.

(d) SunTrust maintains a written information privacy and security program that maintains reasonable measures to protect the privacy, confidentiality and security of all Personal Data against any (i) loss or misuse of Personal Data, (ii) unauthorized or unlawful operations performed upon Personal Data, or (iii) other act or omission that compromises the security or confidentiality of Personal Data (clauses (i) through (iii), a “Security Breach”). To the knowledge of SunTrust, SunTrust has not experienced any Security Breach that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on SunTrust. To the knowledge of SunTrust, there are no data security or other technological vulnerabilities with respect to its information technology systems or networks that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on SunTrust.

(e) Without limitation, none of SunTrust or any of its Subsidiaries, or to the knowledge of SunTrust, any director, officer, employee, agent or other person acting on behalf of SunTrust or any of its Subsidiaries has, directly or indirectly, (i) used any funds of SunTrust or any of its Subsidiaries for unlawful contributions, unlawful gifts, unlawful entertainment or other expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic governmental officials or employees or to foreign or domestic political parties or campaigns from funds of SunTrust or any of its Subsidiaries, (iii) violated any provision that would result in the violation of the Foreign Corrupt Practices Act of 1977, as amended, or any similar law, (iv) established or maintained any unlawful fund of monies or other assets of SunTrust or any of its Subsidiaries, (v) made any fraudulent entry on the books or records of SunTrust or any of its Subsidiaries, or (vi) made any unlawful bribe, unlawful rebate, unlawful payoff, unlawful influence payment, unlawful kickback or other unlawful payment to any person, private or public, regardless of form, whether in money, property or services, to obtain favorable treatment in securing business, to obtain special concessions for SunTrust or any of its Subsidiaries, to pay for favorable treatment for business secured or to pay for special concessions already obtained for SunTrust or any of its Subsidiaries, or is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department, except in each case as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on SunTrust.

(f) As of the date hereof, SunTrust, SunTrust Subsidiary Bank and each other insured depository institution Subsidiary of SunTrust is “well-capitalized” (as such term is defined in the relevant regulation of the institution’s primary bank regulator).

(g) Except as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on SunTrust, (i) SunTrust and each of its Subsidiaries have properly administered all accounts for which it acts as a fiduciary, including accounts for which it serves as a trustee, agent, custodian, personal representative, guardian, conservator or investment advisor, in accordance with the terms of the governing documents and applicable state, federal and foreign law; and (ii) none of SunTrust, any of its Subsidiaries, or any of its or its Subsidiaries’ directors, officers or employees, has committed any breach of trust or fiduciary duty with respect to any such fiduciary account, and the accountings for each such fiduciary account are true and correct and accurately reflect the assets and results of such fiduciary account.

### 3.14 Certain Contracts.

(a) Except as set forth in Section 3.14(a) of the SunTrust Disclosure Schedule or as filed with any SunTrust Reports, as of the date hereof, neither SunTrust nor any of its Subsidiaries is a party to or bound by any contract, arrangement, commitment or understanding (whether written or oral), but excluding any SunTrust Benefit Plan:

(i) which is a “material contract” (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC);

(ii) which contains a provision that materially restricts the conduct of any line of business by SunTrust or any of its Subsidiaries or upon consummation of the Merger will materially restrict the ability of the Surviving Entity or any of its affiliates to engage in any line of business or in any geographic region;

(iii) with or to a labor union or guild (including any collective bargaining agreement);

(iv) any of the benefits of or obligations under which will arise or be increased or accelerated by the occurrence of the execution and delivery of this Agreement, receipt of the Requisite SunTrust Vote or the announcement or consummation of any of the transactions contemplated by this Agreement, or under which a right of cancellation or termination will arise as a result thereof, or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement, where such increase or acceleration of benefits or obligations, right of cancellation or termination, or change in calculation of value of benefits would, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on SunTrust;

(v) (A) that relates to the incurrence of indebtedness by SunTrust or any of its Subsidiaries, including any sale and leaseback transactions, capitalized leases and other similar financing arrangements (other than deposit liabilities, trade payables, federal funds purchased, advances and loans from the Federal Home Loan Bank and securities sold under agreements to repurchase, in each case incurred in the ordinary course of business consistent with past practice), or (B) that provides for the guarantee, support, indemnification, assumption or endorsement by SunTrust or any of its Subsidiaries of, or any similar commitment by SunTrust or any of its Subsidiaries with respect to, the obligations, liabilities or indebtedness of any other person, in the case of each of clauses (A) and (B), in the principal amount of \$25,000,000 or more;

(vi) that grants any right of first refusal, right of first offer or similar right with respect to any material assets, rights or properties of SunTrust or its Subsidiaries;

(vii) that is a consulting agreement or data processing, software programming or licensing contract involving the payment of more than \$10,000,000 per annum (other than any such contracts which are terminable by SunTrust or any of its

Subsidiaries on sixty (60) days or less notice without any required payment or other conditions, other than the condition of notice);

(viii) that is a settlement, consent or similar agreement and contains any material continuing obligations of SunTrust or any of its Subsidiaries; or

(ix) that relates to the acquisition or disposition of any person, business or asset and under which SunTrust or its Subsidiaries have or may have a material obligation or liability.

Each contract, arrangement, commitment or understanding of the type described in this Section 3.14(a), whether or not set forth in the SunTrust Disclosure Schedule, is referred to herein as a “SunTrust Contract.” SunTrust has made available to BB&T true, correct and complete copies of each SunTrust Contract in effect as of the date hereof.

(b) (i) Each SunTrust Contract is valid and binding on SunTrust or one of its Subsidiaries, as applicable, and in full force and effect, except as, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on SunTrust, (ii) SunTrust and each of its Subsidiaries have in all material respects complied with and performed all obligations required to be complied with or performed by any of them to date under each SunTrust Contract, except where such noncompliance or nonperformance, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on SunTrust, (iii) to the knowledge of SunTrust, each third-party counterparty to each SunTrust Contract has in all material respects complied with and performed all obligations required to be complied with and performed by it to date under such SunTrust Contract, except where such noncompliance or nonperformance, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on SunTrust, (iv) neither SunTrust nor any of its Subsidiaries has knowledge of, or has received notice of, any violation of any SunTrust Contract by any of the other parties thereto which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust and (v) no event or condition exists which constitutes or, after notice or lapse of time or both, will constitute, a material breach or default on the part of SunTrust or any of its Subsidiaries, or to the knowledge of SunTrust, any other party thereto, of or under any such SunTrust Contract, except where such breach or default, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on SunTrust.

3.15 Agreements with Regulatory Agencies. Subject to Section 9.14, neither SunTrust nor any of its Subsidiaries is subject to any cease-and-desist or other order or enforcement action issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is a party to any commitment letter or similar undertaking to, or is subject to any order or directive by, or has been ordered to pay any civil money penalty by, or has been since January 1, 2016, a recipient of any supervisory letter from, or since January 1, 2016, has adopted any policies, procedures or board resolutions at the request or suggestion of, any Regulatory Agency or other Governmental Entity that currently restricts in any material respect or would reasonably be expected to restrict in any material respect the conduct of its business or that in any material manner relates to its capital adequacy, its ability to pay dividends, its credit or risk management policies, its management or its business (each,

whether or not set forth in the SunTrust Disclosure Schedule, a “SunTrust Regulatory Agreement”), nor has SunTrust or any of its Subsidiaries been advised since January 1, 2016, by any Regulatory Agency or other Governmental Entity that it is considering issuing, initiating, ordering, or requesting any such SunTrust Regulatory Agreement.

3.16 Environmental Matters. Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust, SunTrust and its Subsidiaries are in compliance, and have complied, with any federal, state or local law, regulation, order, decree, permit, authorization, common law or agency requirement relating to: (a) the protection or restoration of the environment, health and safety as it relates to hazardous substance exposure or natural resource damages, (b) the handling, use, presence, disposal, release or threatened release of, or exposure to, any hazardous substance, or (c) noise, odor, wetlands, indoor air, pollution, contamination or any injury to persons or property from exposure to any hazardous substance (collectively, “Environmental Laws”). There are no legal, administrative, arbitral or other proceedings, claims or actions, or to the knowledge of SunTrust, any private environmental investigations or remediation activities or governmental investigations of any nature seeking to impose, or that could reasonably be expected to result in the imposition, on SunTrust or any of its Subsidiaries of any liability or obligation arising under any Environmental Law pending or threatened against SunTrust, which liability or obligation would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust. To the knowledge of SunTrust, there is no reasonable basis for any such proceeding, claim, action or governmental investigation that would impose any liability or obligation that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust. SunTrust is not subject to any agreement, order, judgment, decree, letter agreement or memorandum of agreement by or with any court, Governmental Entity, Regulatory Agency or other third party imposing any liability or obligation with respect to the foregoing that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust.

3.17 Investment Securities and Commodities. Each of SunTrust and its Subsidiaries has good title to all securities and commodities owned by it (except those sold under repurchase agreements) which are material to SunTrust’s business on a consolidated basis, free and clear of any Lien, except to the extent such securities or commodities are pledged in the ordinary course of business to secure obligations of SunTrust or its Subsidiaries. Such securities and commodities are valued on the books of SunTrust in accordance with GAAP in all material respects.

3.18 Real Property. SunTrust or a SunTrust Subsidiary (a) has good and marketable title to all the real property reflected in the latest audited balance sheet included in the SunTrust Reports as being owned by SunTrust or a SunTrust Subsidiary or acquired after the date thereof which are material to SunTrust’s business on a consolidated basis (except properties sold or otherwise disposed of since the date thereof in the ordinary course of business) (the “SunTrust Owned Properties”), free and clear of all material Liens, except (i) statutory Liens securing payments not yet due, (ii) Liens for real property Taxes not yet due and payable, (iii) easements, rights of way, and other similar encumbrances that do not materially affect the value or use of the properties or assets subject thereto or affected thereby or otherwise materially impair business operations at such properties and (iv) such imperfections or irregularities of title

or Liens as do not materially affect the value or use of the properties or assets subject thereto or affected thereby or otherwise materially impair business operations at such properties (collectively, “Permitted Encumbrances”), and (b) is the lessee of all leasehold estates reflected in the latest audited financial statements included in such SunTrust Reports or acquired after the date thereof which are material to SunTrust’s business on a consolidated basis (except for leases that have expired by their terms since the date thereof) (such leasehold estates, collectively with the SunTrust Owned Properties, the “SunTrust Real Property”), free and clear of all material Liens, except for Permitted Encumbrances, and is in possession of the properties purported to be leased thereunder, and each such lease is valid without default thereunder by the lessee or, to the knowledge of SunTrust, the lessor. There are no pending or, to the knowledge of SunTrust, threatened condemnation proceedings against the SunTrust Real Property.

3.19 Intellectual Property. SunTrust and each of its Subsidiaries owns, or is licensed to use (in each case, free and clear of any material Liens), all Intellectual Property necessary for the conduct of its business as currently conducted. Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust: (a) (i) to the knowledge of SunTrust, the use of any Intellectual Property by SunTrust and its Subsidiaries does not infringe, misappropriate or otherwise violate the rights of any person and is in accordance with any applicable license pursuant to which SunTrust or any SunTrust Subsidiary acquired the right to use any Intellectual Property, and (ii) no person has asserted in writing to SunTrust that SunTrust or any of its Subsidiaries has infringed, misappropriated or otherwise violated the Intellectual Property rights of such person, (b) to the knowledge of SunTrust, no person is challenging, infringing on or otherwise violating any right of SunTrust or any of its Subsidiaries with respect to any Intellectual Property owned by and/or licensed to SunTrust or its Subsidiaries, and (c) neither SunTrust nor any SunTrust Subsidiary has received any written notice of any pending claim with respect to any Intellectual Property owned by SunTrust or any SunTrust Subsidiary, and SunTrust and its Subsidiaries have taken commercially reasonable actions to avoid the abandonment, cancellation or unenforceability of all Intellectual Property owned or licensed, respectively, by SunTrust and its Subsidiaries. For purposes of this Agreement, “Intellectual Property” means trademarks, service marks, brand names, internet domain names, logos, symbols, certification marks, trade dress and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; inventions, discoveries and ideas, whether patentable or not, in any jurisdiction; patents, applications for patents (including divisions, continuations, continuations in part and renewal applications), all improvements thereto, and any renewals, extensions or reissues thereof, in any jurisdiction; nonpublic information, trade secrets and know-how, including processes, technologies, protocols, formulae, prototypes and confidential information and rights in any jurisdiction to limit the use or disclosure thereof by any person; writings and other works, whether copyrightable or not and whether in published or unpublished works, in any jurisdiction; and registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; and any similar intellectual property or proprietary rights.

3.20 Related Party Transactions. As of the date hereof, except as set forth in any SunTrust Reports, there are no transactions or series of related transactions, agreements, arrangements or understandings, nor are there any currently proposed transactions or series of

related transactions, between SunTrust or any of its Subsidiaries, on the one hand, and any current or former director or “executive officer” (as defined in Rule 3b-7 under the Exchange Act) of SunTrust or any of its Subsidiaries or any person who beneficially owns (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) five percent (5%) or more of the outstanding SunTrust Common Stock (or any of such person’s immediate family members or affiliates) (other than Subsidiaries of SunTrust) on the other hand, of the type required to be reported in any SunTrust Report pursuant to Item 404 of Regulation S-K promulgated under the Exchange Act.

3.21 State Takeover Laws. The Board of Directors of SunTrust has approved this Agreement and the transactions contemplated hereby and has taken all such other necessary actions as required to render inapplicable to such agreements and transactions the provisions of any potentially applicable takeover laws of any state, including any “moratorium,” “control share,” “fair price,” “takeover” or “interested shareholder” law or any similar provisions of the SunTrust Articles or SunTrust Bylaws (collectively, with any similar provisions of the BB&T Articles or BB&T Bylaws “Takeover Statutes”). In accordance with Section 14-2-1302 of the GBCC, no appraisal or dissenters’ rights will be available to the holders of SunTrust Common Stock or SunTrust Preferred Stock in connection with the Merger.

3.22 Reorganization. SunTrust has not taken any action and is not aware of any fact or circumstance that could reasonably be expected to prevent the Merger from qualifying as a “reorganization” within the meaning of Section 368(a) of the Code.

3.23 Opinion. Prior to the execution of this Agreement, the Board of Directors of SunTrust has received an opinion (which if initially rendered orally, has been or will be confirmed by written opinion of the same date) from Goldman Sachs & Co. LLC to the effect that as of the date hereof and based upon and subject to the matters set forth in the written opinion, the Exchange Ratio pursuant to this Agreement is fair from a financial point of view to the holders (other than BB&T and its affiliates) of SunTrust Common Stock. Such opinion has not been amended or rescinded as of the date of this Agreement.

3.24 SunTrust Information. The information relating to SunTrust and its Subsidiaries or that is provided by SunTrust or its Subsidiaries or their respective representatives for inclusion in the Joint Proxy Statement and the S-4, or in any other document filed with any Regulatory Agency or Governmental Entity in connection herewith, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading. The Joint Proxy Statement (except for such portions thereof that relate only to BB&T or any of its Subsidiaries) will comply in all material respects with the provisions of the Exchange Act and the rules and regulations thereunder.

3.25 Loan Portfolio.

(a) As of the date hereof, except as set forth in Section 3.25(a) of the SunTrust Disclosure Schedule, neither SunTrust nor any of its Subsidiaries is a party to any written or oral loan, loan agreement, note or borrowing arrangement (including leases, credit enhancements, commitments, guarantees and interest-bearing assets) (collectively, “Loans”) in which SunTrust or any Subsidiary of SunTrust is a creditor that, as of September 30, 2018, had an outstanding

balance of \$10,000,000 or more and under the terms of which the obligor was, as of September 30, 2018, over ninety (90) days or more delinquent in payment of principal or interest. Set forth in Section 3.25(a) of the SunTrust Disclosure Schedule is a true, correct and complete list of (A) all of the Loans of SunTrust and its Subsidiaries that, as of September 30, 2018, had an outstanding balance of \$10,000,000 and were classified by SunTrust as “Other Loans Specially Mentioned,” “Special Mention,” “Substandard,” “Doubtful,” “Loss,” “Classified,” “Criticized,” “Credit Risk Assets,” “Concerned Loans,” “Watch List” or words of similar import, together with the principal amount of and accrued and unpaid interest on each such Loan and the identity of the borrower thereunder, together with the aggregate principal amount of and accrued and unpaid interest on such Loans, by category of Loan (e.g., commercial, consumer, etc.), together with the aggregate principal amount of such Loans by category and (B) each asset of SunTrust or any of its Subsidiaries that, as of September 30, 2018, is classified as “Other Real Estate Owned” and the book value thereof.

(b) Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust, each Loan of SunTrust or any of its Subsidiaries (i) is evidenced by notes, agreements or other evidences of indebtedness that are true, genuine and what they purport to be, (ii) to the extent carried on the books and records of SunTrust and its Subsidiaries as secured Loans, has been secured by valid charges, mortgages, pledges, security interests, restrictions, claims, liens or encumbrances, as applicable, which have been perfected and (iii) is the legal, valid and binding obligation of the obligor named therein, enforceable in accordance with its terms, subject to the Enforceability Exceptions.

(c) Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on SunTrust, each outstanding Loan of SunTrust or any of its Subsidiaries (including Loans held for resale to investors) was solicited and originated, and is and has been administered and, where applicable, serviced, and the relevant Loan files are being maintained, in all material respects in accordance with the relevant notes or other credit or security documents, the written underwriting standards of SunTrust and its Subsidiaries (and, in the case of Loans held for resale to investors, the underwriting standards, if any, of the applicable investors) and with all applicable federal, state and local laws, regulations and rules.

3.26 Insurance. Except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on SunTrust, (a) SunTrust and its Subsidiaries are insured with reputable insurers against such risks and in such amounts as the management of SunTrust reasonably has determined to be prudent and consistent with industry practice, and SunTrust and its Subsidiaries are in compliance in all material respects with their insurance policies and are not in default under any of the terms thereof, (b) each such policy is outstanding and in full force and effect and, except for policies insuring against potential liabilities of officers, directors and employees of SunTrust and its Subsidiaries, SunTrust or the relevant Subsidiary thereof is the sole beneficiary of such policies, (c) all premiums and other payments due under any such policy have been paid, and all claims thereunder have been filed in due and timely fashion, (d) there is no claim for coverage by SunTrust or any of its Subsidiaries pending under any insurance policy as to which coverage has been questioned, denied or disputed by the underwriters of such insurance policy and (e) neither SunTrust nor any of its Subsidiaries has received notice of any threatened termination of, material premium increase with respect to, or material alteration of coverage under, any insurance policies.

### 3.27 Investment Advisor Subsidiary.

(a) SunTrust has certain Subsidiaries that provide investment management, investment advisory or sub-advisory services (including management and advice provided to separate accounts and participation in wrap fee programs and are required to register with the SEC as an investment adviser under the Investment Advisers Act of 1940, as amended (the “Investment Advisers Act”)) (each such Subsidiary, a “SunTrust Advisory Entity”). Each SunTrust Advisory Entity is registered as an investment adviser under the Investment Advisers Act and has operated since January 1, 2016 and is currently operating in compliance with all laws applicable to it or its business and has all registrations, permits, licenses, exemptions, orders and approvals required for the operation of its business or ownership of its properties and assets substantially as presently conducted, except in each case as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on SunTrust.

(b) The accounts of each advisory client of SunTrust or its Subsidiaries, for purposes of the Investment Advisers Act, that are subject to ERISA have been managed by the applicable SunTrust Advisory Entity in compliance with the applicable requirements of ERISA, except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on SunTrust.

(c) None of the SunTrust Advisory Entities nor any “person associated with an investment adviser” (as defined in the Investment Advisers Act) of any of them is ineligible pursuant to Section 203 of the Investment Advisers Act to serve as an investment advisor or as a person associated with a registered investment advisor, except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on SunTrust.

### 3.28 Insurance Subsidiary.

(a) Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on SunTrust, (i) since January 1, 2016, at the time each agent, representative, producer, reinsurance intermediary, wholesaler, third-party administrator, distributor, broker, employee or other person authorized to sell, produce, manage or administer products on behalf of any SunTrust Subsidiary (“SunTrust Agent”) wrote, sold, produced, managed, administered or procured business for a SunTrust Subsidiary, such SunTrust Agent was, at the time the SunTrust Agent wrote or sold business, duly licensed for the type of activity and business written, sold, produced, managed, administered or produced to the extent required by applicable law, (ii) no SunTrust Agent has been since January 1, 2016, or is currently, in violation (or with or without notice or lapse of time or both, would be in violation) of any law, rule or regulation applicable to such SunTrust Agent’s writing, sale, management, administration or production of insurance business for any SunTrust Insurance Subsidiary and (iii) each SunTrust Agent was appointed by SunTrust or a SunTrust Insurance Subsidiary in compliance with applicable insurance laws, rules and regulations and all processes and procedures undertaken with respect to such SunTrust Agent were undertaken in compliance with applicable insurance laws, rules and regulations. “SunTrust Insurance Subsidiary” means each Subsidiary of SunTrust through which insurance operations is conducted.

(b) Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on SunTrust, (i) since January 1, 2016, SunTrust and the SunTrust Insurance Subsidiaries have made all required notices, submissions, reports or other filings under applicable insurance holding company statutes, (ii) all contracts, agreements, arrangements and transactions in effect between any SunTrust Insurance Subsidiary and any affiliate are in compliance in all material respects with the requirements of all applicable insurance holding company statutes, and (iii) each SunTrust Insurance Subsidiary has operated and otherwise been in compliance with all applicable insurance laws, rules and regulations.

### 3.29 Broker-Dealer Subsidiary.

(a) SunTrust has certain Subsidiaries that are broker-dealers (each, a “SunTrust Broker-Dealer Subsidiary”). Except as would not reasonably be expected to, either individually or in the aggregate, have a Material Adverse Effect on SunTrust: (i) each SunTrust Broker-Dealer Subsidiary is duly registered under the Exchange Act as a broker-dealer with the SEC and is in compliance with the applicable provisions of the Exchange Act, including the net capital requirements and customer protection requirements thereof; (ii) each SunTrust Broker-Dealer Subsidiary is a member in good standing with FINRA and all other required SROs and in compliance with all applicable rules and regulations of FINRA and any such SRO of which it is a member or which otherwise has authority over it; (iii) each SunTrust Broker-Dealer Subsidiary (and each registered representative thereof) is duly registered, licensed or qualified as a broker-dealer or registered representative, as applicable, under, and in compliance with, the applicable laws of all jurisdictions in which it is required to be so registered and each such registration, license or qualification is in full force and effect and in good standing; and (iv) there is no action, suit, proceeding or investigation pending or, to the knowledge of SunTrust, threatened that would reasonably be likely to lead to the revocation, amendment, failure to renew, limitation, suspension or restriction of any such registrations, licenses and qualifications.

(b) Except as would not reasonably be expected to, either individually or in the aggregate, have a Material Adverse Effect on SunTrust, (i) none of the SunTrust Broker-Dealer Subsidiaries nor any “associated person” thereof (A) is or has been ineligible to serve as a broker-dealer or an associated person of a broker-dealer under Section 15(b) of the Exchange Act, (B) is subject to a “statutory disqualification” as defined in Section 3(a)(39) of the Exchange Act or (C) is subject to a disqualification that would be a basis for censure, limitations on the activities, functions or operations of, or suspension or revocation of the registration of any SunTrust Broker-Dealer Subsidiary as broker-dealer, municipal securities dealer, government securities broker or government securities dealer under Section 15, Section 15B or Section 15C of the Exchange Act, and (ii) there is no action, suit, proceeding or investigation pending or, to the knowledge of SunTrust, threatened, that is reasonably likely to result in any such person being deemed ineligible as described in clause (A), subject to a “statutory disqualification” as described in clause (B) or subject to a disqualification as described in clause (C).

### 3.30 No Other Representations or Warranties.

(a) Except for the representations and warranties made by SunTrust in this Article III, neither SunTrust nor any other person makes any express or implied representation or warranty with respect to SunTrust, its Subsidiaries, or their respective businesses, operations,

assets, liabilities, conditions (financial or otherwise) or prospects, and SunTrust hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, neither SunTrust nor any other person makes or has made any representation or warranty to BB&T or any of its affiliates or representatives with respect to (i) any financial projection, forecast, estimate, budget or prospective information relating to SunTrust, any of its Subsidiaries or their respective businesses or (ii) except for the representations and warranties made by SunTrust in this Article III, any oral or written information presented to BB&T or any of its affiliates or representatives in the course of their due diligence investigation of SunTrust, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) SunTrust acknowledges and agrees that neither BB&T nor any other person has made or is making any express or implied representation or warranty other than those contained in Article IV.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF BB&T

Except (a) as disclosed in the disclosure schedule delivered by BB&T to SunTrust concurrently herewith (the “BB&T Disclosure Schedule”); provided, that (i) no such item is required to be set forth as an exception to a representation or warranty if its absence would not result in the related representation or warranty being deemed untrue or incorrect, (ii) the mere inclusion of an item in the BB&T Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission by BB&T that such item represents a material exception or fact, event or circumstance or that such item would reasonably be expected to have a Material Adverse Effect and (iii) any disclosures made with respect to a section of Article IV shall be deemed to qualify (1) any other section of Article IV specifically referenced or cross-referenced and (2) other sections of Article IV to the extent it is reasonably apparent on its face (notwithstanding the absence of a specific cross reference) from a reading of the disclosure that such disclosure applies to such other sections or (b) as disclosed in any BB&T Reports filed by BB&T since December 31, 2013, and prior to the date hereof (but disregarding risk factor disclosures contained under the heading “Risk Factors,” or disclosures of risks set forth in any “forward-looking statements” disclaimer or any other statements that are similarly non-specific or cautionary, predictive or forward-looking in nature), BB&T hereby represents and warrants to SunTrust as follows:

#### 4.1 Corporate Organization.

(a) BB&T is a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina, is a bank holding company duly registered under the BHC Act and has elected to be treated as a financial holding company under the BHC Act. BB&T has the corporate power and authority to own, lease or operate all of its properties and assets and to carry on its business as it is now being conducted. BB&T is duly licensed or qualified to do business and in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned, leased or operated by it makes such licensing, qualification or standing necessary, except where the failure to be so licensed or qualified or to be in good standing would not, either individually

or in the aggregate, reasonably be expected to have a Material Adverse Effect on BB&T. True and complete copies of the articles of incorporation of BB&T (the “BB&T Articles”) and the bylaws of BB&T (the “BB&T Bylaws”), in each case as in effect as of the date of this Agreement, have previously been made available by BB&T to SunTrust.

(b) Except as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on BB&T, each Subsidiary of BB&T (a “BB&T Subsidiary”) (i) is duly organized and validly existing under the laws of its jurisdiction of organization, (ii) is duly licensed or qualified to do business and, where such concept is recognized under applicable law, in good standing in all jurisdictions (whether federal, state, local or foreign) where its ownership, leasing or operation of property or the conduct of its business requires it to be so licensed or qualified or in good standing and (iii) has all requisite corporate power and authority to own, lease or operate its properties and assets and to carry on its business as now conducted. There are no restrictions on the ability of BB&T or any Subsidiary of BB&T to pay dividends or distributions except, in the case of BB&T or a Subsidiary that is a regulated entity, for restrictions on dividends or distributions generally applicable to all similarly regulated entities. The deposit accounts of each Subsidiary of BB&T that is an insured depository institution are insured by the FDIC through the Deposit Insurance Fund (as defined in Section 3(y) of the Federal Deposit Insurance Act of 1950) to the fullest extent permitted by law, all premiums and assessments required to be paid in connection therewith have been paid when due, and no proceedings for the termination of such insurance are pending or threatened. Section 4.1(b) of the BB&T Disclosure Schedule sets forth a true and complete list of all Subsidiaries of BB&T that would constitute “significant subsidiaries” within the meaning of Rule 1-02 of Regulation S-X of the SEC as of the date hereof. There is no person whose results of operations, cash flows, changes in shareholders’ equity or financial position are consolidated in the financial statements of BB&T other than the BB&T Subsidiaries.

#### 4.2 Capitalization.

(a) The authorized capital stock of BB&T consists of 2,000,000,000 shares of BB&T Common Stock, and 5,000,000 shares of preferred stock, par value \$5.00 per share. As of February 5, 2019, there were (i) 763,655,494 shares of BB&T Common Stock issued and outstanding, including 436,449 shares of BB&T Common Stock granted in respect of outstanding BB&T Restricted Stock Awards; (ii) zero shares of BB&T Common Stock held in treasury; (iii) 3,978,535 shares of BB&T Common Stock reserved for issuance upon the exercise of outstanding BB&T Stock Options; (iv) 11,161,064 shares of BB&T Common Stock reserved for issuance upon the settlement of outstanding BB&T RSU Awards; (v) 236,951 shares of BB&T Common Stock (assuming performance goals are satisfied at the target level) or 296,186 shares of BB&T Common Stock (assuming performance goals are satisfied at the maximum level) reserved for issuance upon the settlement of outstanding performance unit awards in respect of shares of BB&T Common Stock (“BB&T PSU Awards”); and (vi) (A) 23,000 shares of preferred stock, which have been designated as Series D Non-Cumulative Perpetual Preferred Stock, issued and outstanding, (B) 46,000 shares of preferred stock, which have been designated as Series E Non-Cumulative Perpetual Preferred Stock, issued and outstanding, (C) 18,000 shares of preferred stock, which have been designated as Series F Non-Cumulative Perpetual Preferred Stock, issued and outstanding, (D) 20,000 shares of preferred stock, which have been designated as Series G Non-Cumulative Perpetual Preferred Stock,

issued and outstanding and (E) 18,600 shares of preferred stock, which have been designated as Series H Non-Cumulative Perpetual Preferred Stock, issued and outstanding (the preferred stock described in subclauses (A) through (E), the “BB&T Preferred Stock”). As of the date of this Agreement, except as set forth in the immediately preceding sentence and for changes since February 5, 2019 resulting from the exercise, vesting or settlement of any BB&T Equity Awards described in the immediately preceding sentence, there are no shares of capital stock or other voting securities or equity interests of BB&T issued, reserved for issuance or outstanding. All of the issued and outstanding shares of BB&T Common Stock and BB&T Preferred Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights, with no personal liability attaching to the ownership thereof. BB&T is current on all dividends payable on the outstanding shares of BB&T Preferred Stock, and has complied in all material respects with terms and conditions thereof. There are no bonds, debentures, notes or other indebtedness that have the right to vote on any matters on which shareholders of BB&T may vote. Other than BB&T Stock Options, BB&T Restricted Stock Awards, BB&T RSU Awards, BB&T PSU Awards and BB&T Preferred Stock, issued prior to the date of this Agreement as described in this Section 4.2(a), as of the date of this Agreement there are no outstanding subscriptions, options, warrants, stock appreciation rights, phantom units, scrip, rights to subscribe to, preemptive rights, anti-dilutive rights, rights of first refusal or similar rights, puts, calls, commitments or agreements of any character relating to, or securities or rights convertible or exchangeable into or exercisable for, shares of capital stock or other voting or equity securities of or ownership interest in BB&T, or contracts, commitments, understandings or arrangements by which BB&T may become bound to issue additional shares of its capital stock or other equity or voting securities of or ownership interests in BB&T or that otherwise obligate BB&T to issue, transfer, sell, purchase, redeem or otherwise acquire, any of the foregoing (collectively, “BB&T Securities”). Other than the BB&T Stock Options, the BB&T Restricted Stock Awards, the BB&T RSU Awards and the BB&T PSU Awards (collectively, the “BB&T Equity Awards”), no equity-based awards (including any cash awards where the amount of payment is determined in whole or in part based on the price of any capital stock of BB&T or any of its Subsidiaries) are outstanding. There are no voting trusts, shareholder agreements, proxies or other agreements in effect to which BB&T or any of its Subsidiaries is a party with respect to the voting or transfer of BB&T Common Stock, capital stock or other voting or equity securities or ownership interests of BB&T or granting any shareholder or other person any registration rights.

(b) Except as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on BB&T, BB&T owns, directly or indirectly, all of the issued and outstanding shares of capital stock or other equity ownership interests of each of the BB&T Subsidiaries, free and clear of any Liens, and all of such shares or equity ownership interests are duly authorized and validly issued and are fully paid, nonassessable (except, with respect to Subsidiaries that are depository institutions, as provided under 12 U.S.C. § 55 or any comparable provision of applicable state law) and free of preemptive rights, with no personal liability attaching to the ownership thereof.

#### 4.3 Authority; No Violation.

(a) BB&T has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and

delivery of this Agreement and the consummation of the Merger have been duly and validly approved by the Board of Directors of BB&T. The Board of Directors of BB&T has determined that the Merger, on the terms and conditions set forth in this Agreement, is advisable and in the best interests of BB&T and its shareholders, has adopted and approved this Agreement and the transactions contemplated hereby (including the Merger), and has directed that this Agreement be submitted to BB&T's shareholders for approval at a meeting of such shareholders and has adopted a resolution to the foregoing effect. Except for the approval of this Agreement by the affirmative vote of a majority of all the votes entitled to be cast on this Agreement by the holders of BB&T Common Stock (the "Requisite BB&T Vote"), and subject to the adoption and approval of the Bank Merger Agreement by BB&T as BB&T Subsidiary Bank's sole shareholder, no other corporate proceedings on the part of BB&T are necessary to approve this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by BB&T and (assuming due authorization, execution and delivery by SunTrust) constitutes a valid and binding obligation of BB&T, enforceable against BB&T in accordance with its terms (except in all cases as such enforceability may be limited by the Enforceability Exceptions). The shares of BB&T Common Stock and New BB&T Preferred Stock to be issued in the Merger have been validly authorized (subject to the receipt of the Requisite BB&T Vote), and when issued, will be validly issued, fully paid and nonassessable, and no current or past shareholder of BB&T will have any preemptive right or similar rights in respect thereof.

(b) Neither the execution and delivery of this Agreement by BB&T, nor the consummation by BB&T of the transactions contemplated hereby (including the Merger and the Bank Merger), nor compliance by BB&T with any of the terms or provisions hereof, will (i) violate any provision of the BB&T Articles or the BB&T Bylaws or (ii) assuming that the consents and approvals referred to in Section 4.4 are duly obtained, (x) violate any law, statute, code, ordinance, rule, regulation, judgment, order, writ, decree or injunction applicable to BB&T or any of its Subsidiaries or any of their respective properties or assets or (y) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination or cancellation under, accelerate the performance required by, or result in the creation of any Lien upon any of the respective properties or assets of BB&T or any of its Subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which BB&T or any of its Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound, except (in the case of clauses (x) and (y) above) for such violations, conflicts, breaches or defaults that either individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect on BB&T.

4.4 Consents and Approvals. Except for (a) the filing of any required applications, filings and notices, as applicable, with the New York Stock Exchange, (b) the filing of any required applications, filings and notices, as applicable, with the Federal Reserve Board under the BHC Act and approval of such applications, filings and notices, (c) the filing of any required applications, filings and notices, as applicable, with the FDIC, and approval of such applications, filings and notices, (d) the filing of any required applications, filings and notices, as applicable, with the North Carolina Commissioner of Banks and the Georgia Department of Banking and Finance in connection with the Bank Merger, and approval of such applications,

filings and notices, (e) the filing of any required applications, filings or notices with FINRA and approval of such applications, filings and notices, (f) the filing of any required applications, filings or notices with any state banking authorities listed on Section 3.4 of the SunTrust Disclosure Schedule or Section 4.4 of the BB&T Disclosure Schedule and approval of such applications, filings and notices, (g) the filing with the SEC of the Joint Proxy Statement and the S-4 in which the Joint Proxy Statement will be included as a prospectus, and the declaration of effectiveness of the S-4, (h) the filing of the Certificates of Merger with the North Carolina Secretary pursuant to the NCBCA and the Georgia Secretary pursuant to the GBCC, as applicable, the filing of the Bank Merger Certificates with the applicable Governmental Entities as required by applicable law, and the filing of Articles of Amendment for the New BB&T Preferred Stock with the North Carolina Secretary and (i) such filings and approvals as are required to be made or obtained under the securities or “Blue Sky” laws of various states in connection with the issuance of the shares of BB&T Common Stock and New BB&T Preferred Stock pursuant to this Agreement and the approval of the listing of such BB&T Common Stock on the NYSE, no consents or approvals of or filings or registrations with any Governmental Entity are necessary in connection with (i) the execution and delivery by BB&T of this Agreement or (ii) the consummation by BB&T of the Merger and the other transactions contemplated hereby (including the Bank Merger). As of the date hereof, BB&T is not aware of any reason why the necessary regulatory approvals and consents will not be received by BB&T to permit consummation of the Merger and Bank Merger on a timely basis.

4.5 Reports. BB&T and each of its Subsidiaries have timely filed (or furnished) all reports, forms, correspondence, registrations and statements, together with any amendments required to be made with respect thereto, that they were required to file (or furnish, as applicable) since January 1, 2016 with any Regulatory Agencies, including any report, form, correspondence, registration or statement required to be filed (or furnished, as applicable) pursuant to the laws, rules or regulations of the United States, any state, any foreign entity, or any Regulatory Agency, and have paid all fees and assessments due and payable in connection therewith, except where the failure to file (or furnish, as applicable) such report, form, correspondence, registration or statement or to pay such fees and assessments, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on BB&T. Subject to Section 9.14, except for normal examinations conducted by a Regulatory Agency in the ordinary course of business of BB&T and its Subsidiaries, no Regulatory Agency has initiated or has pending any proceeding or, to the knowledge of BB&T, investigation into the business or operations of BB&T or any of its Subsidiaries since January 1, 2016, except where such proceedings or investigations would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on BB&T. Subject to Section 9.14, there (i) is no unresolved violation, criticism, or exception by any Regulatory Agency with respect to any report or statement relating to any examinations or inspections of BB&T or any of its Subsidiaries and (ii) has been no formal or informal inquiries by, or disagreements or disputes with, any Regulatory Agency with respect to the business, operations, policies or procedures of BB&T or any of its Subsidiaries since January 1, 2016, in each case, which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on BB&T.

#### 4.6 Financial Statements.

(a) The financial statements of BB&T and its Subsidiaries included (or incorporated by reference) in the BB&T Reports (including the related notes, where applicable) (i) have been prepared from, and are in accordance with, the books and records of BB&T and its Subsidiaries, (ii) fairly present in all material respects the consolidated results of operations, cash flows, changes in shareholders' equity and consolidated financial position of BB&T and its Subsidiaries for the respective fiscal periods or as of the respective dates therein set forth (subject in the case of unaudited statements to year-end audit adjustments normal in nature and amount), (iii) complied, as of their respective dates of filing with the SEC, in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, and (iv) have been prepared in accordance with GAAP consistently applied during the periods involved, except, in each case, as indicated in such statements or in the notes thereto. Since December 31, 2015, no independent public accounting firm of BB&T has resigned (or informed BB&T that it intends to resign) or been dismissed as independent public accountants of BB&T as a result of or in connection with any disagreements with BB&T on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

(b) Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on BB&T, neither BB&T nor any of its Subsidiaries has any liability of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether due or to become due), except for those liabilities that are reflected or reserved against on the consolidated balance sheet of BB&T included in its Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2018 (including any notes thereto) and for liabilities incurred in the ordinary course of business consistent with past practice since September 30, 2018, or in connection with this Agreement and the transactions contemplated hereby.

(c) The records, systems, controls, data and information of BB&T and its Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership of BB&T or its Subsidiaries or accountants (including all means of access thereto and therefrom), except for any non-exclusive ownership that would not reasonably be expected to have a Material Adverse Effect on BB&T. BB&T (x) has implemented and maintains disclosure controls and procedures (as defined in Rule 13a-15(e) of the Exchange Act) to ensure that material information relating to BB&T, including its Subsidiaries, is made known to the chief executive officer and the chief financial officer of BB&T by others within those entities as appropriate to allow timely decisions regarding required disclosures and to make the certifications required by the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act, and (y) has disclosed, based on its most recent evaluation prior to the date hereof, to BB&T's outside auditors and the audit committee of BB&T's Board of Directors (i) any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) which are reasonably likely to adversely affect BB&T's ability to record, process, summarize and report financial information, and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in BB&T's internal controls over financial reporting. These disclosures were made in writing by management to BB&T's auditors and audit

committee. There is no reason to believe that BB&T's outside auditors and its chief executive officer and chief financial officer will not be able to give the certifications and attestations required pursuant to the rules and regulations adopted pursuant to Section 404 of the Sarbanes-Oxley Act, without qualification, when next due.

(d) Since January 1, 2016, (i) neither BB&T nor any of its Subsidiaries, nor, to the knowledge of BB&T, any director, officer, auditor, accountant or representative of BB&T or any of its Subsidiaries, has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods (including with respect to loan loss reserves, write-downs, charge-offs and accruals) of BB&T or any of its Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that BB&T or any of its Subsidiaries has engaged in questionable accounting or auditing practices, and (ii) no employee of or attorney representing BB&T or any of its Subsidiaries, whether or not employed by BB&T or any of its Subsidiaries, has reported evidence of a material violation of securities laws or banking laws, breach of fiduciary duty or similar violation by BB&T or any of its Subsidiaries or any of their respective officers, directors, employees or agents to the Board of Directors of BB&T or any committee thereof or the Board of Directors or similar governing body of any BB&T Subsidiary or any committee thereof, or to the knowledge of BB&T, to any director or officer of BB&T or any BB&T Subsidiary.

4.7 Broker's Fees. With the exception of the engagement of RBC Capital Markets, LLC, neither BB&T nor any BB&T Subsidiary nor any of their respective officers or directors has employed any broker, finder or financial advisor or incurred any liability for any broker's fees, commissions or finder's fees in connection with the Merger or related transactions contemplated by this Agreement. BB&T has disclosed to SunTrust as of the date hereof the aggregate fees provided for in connection with the engagement by BB&T of RBC Capital Markets, LLC related to the Merger and the other transactions contemplated hereunder.

4.8 Absence of Certain Changes or Events.

(a) Since December 31, 2017, there has not been any effect, change, event, circumstance, condition, occurrence or development that has had or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on BB&T.

(b) Since December 31, 2017, BB&T and its Subsidiaries have carried on their respective businesses in all material respects in the ordinary course.

4.9 Legal and Regulatory Proceedings.

(a) Except as would not reasonably be expected to, either individually or in the aggregate, have a Material Adverse Effect on BB&T, neither BB&T nor any of its Subsidiaries is a party to any, and there are no outstanding or pending or, to the knowledge of BB&T, threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any nature against BB&T or any of its Subsidiaries or any of their current or former directors or executive officers or challenging the validity or propriety of the transactions contemplated by this Agreement.

(b) There is no material injunction, order, judgment, decree, or regulatory restriction imposed upon BB&T, any of its Subsidiaries or the assets of BB&T or any of its Subsidiaries (or that, upon consummation of the Merger, would apply to the Surviving Entity or any of its affiliates).

4.10 Taxes and Tax Returns. Each of BB&T and its Subsidiaries has duly and timely filed (including all applicable extensions) all material Tax Returns in all jurisdictions in which Tax Returns are required to be filed by it, and all such Tax Returns are true, correct, and complete in all material respects. Neither BB&T nor any of its Subsidiaries is the beneficiary of any extension of time within which to file any material Tax Return (other than extensions to file Tax Returns obtained in the ordinary course). All material Taxes of BB&T and its Subsidiaries (whether or not shown on any Tax Returns) that are due have been fully and timely paid. Each of BB&T and its Subsidiaries has withheld and paid all material taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, shareholder, independent contractor or other third party. Neither BB&T nor any of its Subsidiaries has granted any extension or waiver of the limitation period applicable to any material Tax that remains in effect. Neither BB&T nor any of its Subsidiaries has received written notice of assessment or proposed assessment in connection with any material amount of Taxes, and there are no threatened in writing or pending disputes, claims, audits, examinations or other proceedings regarding any material Tax of BB&T and its Subsidiaries or the assets of BB&T and its Subsidiaries. Neither BB&T nor any of its Subsidiaries is a party to or is bound by any Tax sharing, allocation or indemnification agreement or arrangement (other than such an agreement or arrangement exclusively between or among BB&T and its Subsidiaries). Neither BB&T nor any of its Subsidiaries (A) has been a member of an affiliated group filing a consolidated federal income Tax Return for which the statute of limitations is open (other than a group the common parent of which was BB&T) or (B) has any liability for the Taxes of any person (other than BB&T or any of its Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise. Neither BB&T nor any of its Subsidiaries has been, within the past two (2) years or otherwise as part of a “plan (or series of related transactions)” within the meaning of Section 355(e) of the Code of which the Merger is also a part, a “distributing corporation” or a “controlled corporation” (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intending to qualify for tax-free treatment under Section 355 of the Code. Neither BB&T nor any of its Subsidiaries has participated in a “reportable transaction” within the meaning of Treasury Regulation Section 1.6011-4(b)(1). At no time during the past five (5) years has BB&T been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code.

#### 4.11 Employees.

(a) Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on BB&T, each BB&T Benefit Plan has been established, operated and administered in accordance with its terms and the requirements of all applicable laws, including ERISA and the Code. For purposes of this Agreement, the term “BB&T Benefit Plans” means all employee benefit plans (as defined in Section 3(3) of ERISA), whether or not subject to ERISA, and all equity, bonus or incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance, termination change in

control, retention, employment, welfare, insurance, medical, fringe or other benefit plans, programs, agreements, contracts, policies, arrangements or remuneration of any kind with respect to which BB&T or any Subsidiary or any trade or business of BB&T or any of its Subsidiaries, whether or not incorporated, all of which together with BB&T would be deemed a “single employer” within the meaning of Section 4001 of ERISA (a “BB&T ERISA Affiliate”), is a party or has any current or future obligation or that are maintained, contributed to or sponsored by BB&T or any of its Subsidiaries or any BB&T ERISA Affiliate for the benefit of any current or former employee, officer, director or independent contractor of BB&T or any of its Subsidiaries or any BB&T ERISA Affiliate, excluding, in each case, any Multiemployer Plan.

(b) BB&T has made available to SunTrust true and complete copies of each material BB&T Benefit Plan and the following related documents, to the extent applicable: (i) all summary plan descriptions, amendments, modifications or material supplements, (ii) the most recent annual report (Form 5500) filed with the IRS, (iii) the most recently received IRS determination letter, and (iv) the most recently prepared actuarial report.

(c) The IRS has issued a favorable determination letter or opinion with respect to each BB&T Benefit Plan that is intended to be qualified under Section 401(a) of the Code (the “BB&T Qualified Plans”) and the related trust, which letter or opinion has not been revoked (nor has revocation been threatened), and, to the knowledge of BB&T, there are no existing circumstances and no events have occurred that would reasonably be expected to adversely affect the qualified status of any BB&T Qualified Plan or the related trust.

(d) Except as would not result in any material liability to BB&T and its Subsidiaries, taken as a whole, with respect to each BB&T Benefit Plan that is subject to Section 302 or Title IV of ERISA or Section 412, 430 or 4971 of the Code: (i) the minimum funding standard under Section 302 of ERISA and Sections 412 and 430 of the Code has been satisfied and no waiver of any minimum funding standard or any extension of any amortization period has been requested or granted, (ii) no such plan is in “at-risk” status for purposes of Section 430 of the Code, (iii) the present value of accrued benefits under such BB&T Benefit Plan, based upon the actuarial assumptions used for funding purposes in the most recent actuarial report prepared by such BB&T Benefit Plan’s actuary with respect to such BB&T Benefit Plan, did not, as of its latest valuation date, exceed the then current fair market value of the assets of such BB&T Benefit Plan allocable to such accrued benefits, (iv) no reportable event within the meaning of Section 4043(c) of ERISA for which the 30-day notice requirement has not been waived has occurred, (v) all premiums to the PBGC have been timely paid in full, (vi) no liability (other than for premiums to the PBGC) under Title IV of ERISA has been or is expected to be incurred by BB&T or any of its Subsidiaries, and (vii) the PBGC has not instituted proceedings to terminate any such BB&T Benefit Plan.

(e) None of BB&T and its Subsidiaries nor any BB&T ERISA Affiliate has, at any time during the last six (6) years, contributed to or been obligated to contribute to a Multiemployer Plan or a Multiple Employer Plan, and none of BB&T and its Subsidiaries nor any BB&T ERISA Affiliate has incurred any liability that has not been satisfied to a Multiemployer Plan or Multiple Employer Plan as a result of a complete or partial withdrawal (as those terms are defined in Part I of Subtitle E of Title IV of ERISA) from a Multiemployer Plan or Multiple Employer Plan.

(f) Except as would not result in any material liability to BB&T and its Subsidiaries, taken as a whole, no BB&T Benefit Plan provides for any post-employment or post-retirement health or medical or life insurance benefits for retired, former or current employees or beneficiaries or dependents thereof, except as required by Section 4980B of the Code.

(g) Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on BB&T, all contributions required to be made to any BB&T Benefit Plan by applicable law or by any plan document or other contractual undertaking, and all premiums due or payable with respect to insurance policies funding any BB&T Benefit Plan, for any period through the date hereof, have been timely made or paid in full or, to the extent not required to be made or paid on or before the date hereof, have been fully reflected on the books and records of BB&T.

(h) There are no pending or threatened claims (other than claims for benefits in the ordinary course), lawsuits or arbitrations which have been asserted or instituted, and, to BB&T's knowledge, no set of circumstances exists which may reasonably give rise to a claim or lawsuit, against the BB&T Benefit Plans, any fiduciaries thereof with respect to their duties to the BB&T Benefit Plans or the assets of any of the trusts under any of the BB&T Benefit Plans that would reasonably be expected to result in any liability of BB&T or any of its Subsidiaries in an amount that would be material to BB&T and its Subsidiaries, taken as a whole.

(i) Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on BB&T, none of BB&T and its Subsidiaries nor any BB&T ERISA Affiliate has engaged in any "prohibited transaction" (as defined in Section 4975 of the Code or Section 406 of ERISA) which would reasonably be expected to subject any of the BB&T Benefit Plans or their related trusts, BB&T, any of its Subsidiaries or any BB&T ERISA Affiliate to any material Tax or penalty imposed under Section 4975 of the Code or Section 502 of ERISA.

(j) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in conjunction with any other event) result in, the acceleration of vesting, exercisability, funding or delivery of, or increase in the amount or value of, any payment, right or other benefit to any employee, officer, director or other service provider of BB&T or any of its Subsidiaries, or result in any limitation on the right of BB&T or any of its Subsidiaries to amend, merge, terminate or receive a reversion of assets from any BB&T Benefit Plan or related trust on or after the Effective Time. Without limiting the generality of the foregoing, no amount paid or payable (whether in cash, in property, or in the form of benefits) by BB&T or any of its Subsidiaries in connection with the transactions contemplated hereby (either solely as a result thereof or as a result of such transactions in conjunction with any other event) will be an "excess parachute payment" within the meaning of Section 280G of the Code.

(k) No BB&T Benefit Plan provides for the gross-up or reimbursement of Taxes under Section 409A or 4999 of the Code, or otherwise.

(1) Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on BB&T, there are no pending or, to BB&T's knowledge, threatened labor grievances or unfair labor practice claims or charges against BB&T or any of its Subsidiaries, or any strikes or other labor disputes against BB&T or any of its Subsidiaries. Neither BB&T nor any of its Subsidiaries is party to or bound by any collective bargaining or similar agreement with any labor organization, or work rules or practices agreed to with any labor organization or employee association applicable to employees of BB&T or any of its Subsidiaries and, except as would not reasonably be likely to have, either individually or in the aggregate, a Material Adverse Effect on BB&T, there are no pending or, to the knowledge of BB&T, threatened organizing efforts by any union or other group seeking to represent any employees of BB&T or any of its Subsidiaries.

4.12 SEC Reports. BB&T has previously made available to SunTrust an accurate and complete copy of each (a) final registration statement, prospectus, report, schedule and definitive proxy statement filed with or furnished to the SEC since December 31, 2015 by BB&T pursuant to the Securities Act or the Exchange Act (the "BB&T Reports") and (b) communication mailed by BB&T to its shareholders since December 31, 2015 and prior to the date hereof, and no such BB&T Report or communication, as of the date thereof (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of the relevant meetings, respectively), contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they were made, not misleading, except that information filed or furnished as of a later date (but before the date of this Agreement) shall be deemed to modify information as of an earlier date. Since December 31, 2015, as of their respective dates, all BB&T Reports filed or furnished under the Securities Act and the Exchange Act complied in all material respects with the published rules and regulations of the SEC with respect thereto. No executive officer of BB&T has failed in any respect to make the certifications required of him or her under Section 302 or 906 of the Sarbanes-Oxley Act.

4.13 Compliance with Applicable Law.

(a) BB&T and each of its Subsidiaries hold, and have at all times since December 31, 2015, held, all licenses, registrations, franchises, certificates, variances, permits charters and authorizations necessary for the lawful conduct of their respective businesses and ownership of their respective properties, rights and assets under and pursuant to each (and have paid all fees and assessments due and payable in connection therewith), except where neither the cost of failure to hold nor the cost of obtaining and holding such license, registration, franchise, certificate, variance, permit, charter or authorization (nor the failure to pay any fees or assessments) would, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on BB&T, and to the knowledge of BB&T, no suspension or cancellation of any such necessary license, registration, franchise, certificate, variance, permit, charter or authorization is threatened.

(b) Except as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on BB&T, BB&T and each of its Subsidiaries have complied with and are not in default or violation under any applicable law, statute, order, rule, regulation, policy and/or guideline of any Governmental Entity relating to BB&T or any of its

Subsidiaries, including all laws related to data protection or privacy (including laws relating to the privacy and security of Personal Data), the USA PATRIOT Act, the Bank Secrecy Act, the Equal Credit Opportunity Act and Regulation B, the Fair Housing Act, the Community Reinvestment Act, the Fair Credit Reporting Act, the Truth in Lending Act and Regulation Z, the Home Mortgage Disclosure Act, the Fair Debt Collection Practices Act, the Electronic Fund Transfer Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, any regulations promulgated by the Consumer Financial Protection Bureau, the Interagency Policy Statement on Retail Sales of Nondeposit Investment Products, the SAFE Mortgage Licensing Act of 2008, the Real Estate Settlement Procedures Act and Regulation X, Title V of the Gramm-Leach-Bliley Act, any and all sanctions or regulations enforced by the Office of Foreign Assets Control of the United States Department of Treasury and any other law, policy or guideline relating to bank secrecy, discriminatory lending, financing or leasing practices, consumer protection, money laundering prevention, foreign assets control, U.S. sanctions laws and regulations, Sections 23A and 23B of the Federal Reserve Act, the Sarbanes-Oxley Act, and all agency requirements relating to the origination, sale and servicing of mortgage and consumer loans.

(c) BB&T Subsidiary Bank has a Community Reinvestment Act rating of “satisfactory” or better.

(d) BB&T maintains a written information privacy and security program that maintains reasonable measures to protect the privacy, confidentiality and security of all Personal Data against any Security Breach. To the knowledge of BB&T, BB&T has not experienced any Security Breach that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on BB&T. To the knowledge of BB&T, there are no data security or other technological vulnerabilities with respect to its information technology systems or networks that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on BB&T.

(e) Without limitation, none of BB&T, or any of its Subsidiaries, or to the knowledge of BB&T, any director, officer, employee, agent or other person acting on behalf of BB&T or any of its Subsidiaries has, directly or indirectly, (i) used any funds of BB&T or any of its Subsidiaries for unlawful contributions, unlawful gifts, unlawful entertainment or other expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic governmental officials or employees or to foreign or domestic political parties or campaigns from funds of BB&T or any of its Subsidiaries, (iii) violated any provision that would result in the violation of the Foreign Corrupt Practices Act of 1977, as amended, or any similar law, (iv) established or maintained any unlawful fund of monies or other assets of BB&T or any of its Subsidiaries, (v) made any fraudulent entry on the books or records of BB&T or any of its Subsidiaries, or (vi) made any unlawful bribe, unlawful rebate, unlawful payoff, unlawful influence payment, unlawful kickback or other unlawful payment to any person, private or public, regardless of form, whether in money, property or services, to obtain favorable treatment in securing business, to obtain special concessions for BB&T or any of its Subsidiaries, to pay for favorable treatment for business secured or to pay for special concessions already obtained for BB&T or any of its Subsidiaries, or is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department, except in each case as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(f) As of the date hereof, BB&T, BB&T Subsidiary Bank and each other insured depository institution Subsidiary of BB&T is “well-capitalized” (as such term is defined in the relevant regulation of the institution’s primary bank regulator).

(g) Except as would not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on BB&T, (i) BB&T and each of its Subsidiaries have properly administered all accounts for which it acts as a fiduciary, including accounts for which it serves as a trustee, agent, custodian, personal representative, guardian, conservator or investment advisor, in accordance with the terms of the governing documents and applicable state, federal and foreign law; and (ii) none of BB&T, any of its Subsidiaries, or any of its or its Subsidiaries’ directors, officers or employees, has committed any breach of trust or fiduciary duty with respect to any such fiduciary account, and the accountings for each such fiduciary account are true and correct and accurately reflect the assets and results of such fiduciary account.

#### 4.14 Certain Contracts.

(a) Except as set forth in Section 4.14(a) of the BB&T Disclosure Schedule or as filed with any BB&T Reports, as of the date hereof, neither BB&T nor any of its Subsidiaries is a party to or bound by any contract, arrangement, commitment or understanding (whether written or oral), but excluding any BB&T Benefit Plan:

(i) which is a “material contract” (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC);

(ii) which contains a provision that materially restricts the conduct of any line of business by BB&T or any of its Subsidiaries or upon consummation of the Merger will materially restrict the ability of the Surviving Entity or any of its affiliates to engage in any line of business or in any geographic region;

(iii) with or to a labor union or guild (including any collective bargaining agreement);

(iv) any of the benefits of or obligations under which will arise or be increased or accelerated by the occurrence of the execution and delivery of this Agreement, receipt of the Requisite BB&T Vote or the announcement or consummation of any of the transactions contemplated by this Agreement, or under which a right of cancellation or termination will arise as a result thereof, or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement, where such increase or acceleration of benefits or obligations, right of cancellation or termination, or change in calculation of value of benefits would, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on BB&T;

(v) (A) that relates to the incurrence of indebtedness by BB&T or any of its Subsidiaries, including any sale and leaseback transactions, capitalized leases and other similar financing arrangements (other than deposit liabilities, trade payables, federal funds purchased, advances and loans from the Federal Home Loan Bank and securities

sold under agreements to repurchase, in each case incurred in the ordinary course of business consistent with past practice), or (B) that provides for the guarantee, support, indemnification, assumption or endorsement by BB&T or any of its Subsidiaries of, or any similar commitment by BB&T or any of its Subsidiaries with respect to, the obligations, liabilities or indebtedness of any other person, in the case of each of clauses (A) and (B), in the principal amount of \$25,000,000 or more;

(vi) that grants any right of first refusal, right of first offer or similar right with respect to any material assets, rights or properties of BB&T or its Subsidiaries;

(vii) that is a consulting agreement or data processing, software programming or licensing contract involving the payment of more than \$10,000,000 per annum (other than any such contracts which are terminable by BB&T or any of its Subsidiaries on sixty (60) days or less notice without any required payment or other conditions, other than the condition of notice);

(viii) that is a settlement, consent or similar agreement and contains any material continuing obligations of BB&T or any of its Subsidiaries; or

(ix) that relates to the acquisition or disposition of any person, business or asset and under which BB&T or its Subsidiaries have or may have a material obligation or liability.

Each contract, arrangement, commitment or understanding of the type described in this Section 4.14(a), whether or not set forth in the BB&T Disclosure Schedule, is referred to herein as a “BB&T Contract.” BB&T has made available to SunTrust true, correct and complete copies of each BB&T Contract in effect as of the date hereof.

(b) (i) Each BB&T Contract is valid and binding on BB&T or one of its Subsidiaries, as applicable, and in full force and effect, except as, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on BB&T, (ii) BB&T and each of its Subsidiaries have in all material respects complied with and performed all obligations required to be complied with or performed by any of them to date under each BB&T Contract, except where such noncompliance or nonperformance, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on BB&T, (iii) to the knowledge of BB&T, each third-party counterparty to each BB&T Contract has in all material respects complied with and performed all obligations required to be complied with and performed by it to date under such BB&T Contract, except where such noncompliance or nonperformance, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on BB&T, (iv) neither BB&T nor any of its Subsidiaries has knowledge of, or has received notice of, any violation of any BB&T Contract by any of the other parties thereto which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on BB&T and (v) no event or condition exists which constitutes or, after notice or lapse of time or both, will constitute, a material breach or default on the part of BB&T or any of its Subsidiaries or, to the knowledge of BB&T, any other party thereto, of or under any such BB&T Contract, except where such breach or default, either

individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on BB&T.

4.15 Agreements with Regulatory Agencies. Subject to Section 9.14, neither BB&T nor any of its Subsidiaries is subject to any cease-and-desist or other order or enforcement action issued by, or is a party to any written agreement, consent agreement or memorandum of understanding with, or is a party to any commitment letter or similar undertaking to, or is subject to any order or directive by, or has been ordered to pay any civil money penalty by, or has been since January 1, 2016, a recipient of any supervisory letter from, or since January 1, 2016, has adopted any policies, procedures or board resolutions at the request or suggestion of, any Regulatory Agency or other Governmental Entity that currently restricts in any material respect or would reasonably be expected to restrict in any material respect the conduct of its business or that in any material manner relates to its capital adequacy, its ability to pay dividends, its credit or risk management policies, its management or its business (each, whether or not set forth in the BB&T Disclosure Schedule, a “BB&T Regulatory Agreement”), nor has BB&T or any of its Subsidiaries been advised since January 1, 2016, by any Regulatory Agency or other Governmental Entity that it is considering issuing, initiating, ordering or requesting any such BB&T Regulatory Agreement.

4.16 Environmental Matters. Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on BB&T, BB&T and its Subsidiaries are in compliance, and have complied, with all Environmental Laws. There are no legal, administrative, arbitral or other proceedings, claims or actions or, to the knowledge of BB&T, any private environmental investigations or remediation activities or governmental investigations of any nature seeking to impose, or that could reasonably be expected to result in the imposition, on BB&T or any of its Subsidiaries of any liability or obligation arising under any Environmental Law pending or threatened against BB&T, which liability or obligation would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on BB&T. To the knowledge of BB&T, there is no reasonable basis for any such proceeding, claim, action or governmental investigation that would impose any liability or obligation that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on BB&T. BB&T is not subject to any agreement, order, judgment, decree, letter agreement or memorandum of agreement by or with any court, Governmental Entity, Regulatory Agency or other third party imposing any liability or obligation with respect to the foregoing that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on BB&T.

4.17 Investment Securities and Commodities. Each of BB&T and its Subsidiaries has good title to all securities and commodities owned by it (except those sold under repurchase agreements) which are material to BB&T’s business on a consolidated basis, free and clear of any Lien, except to the extent such securities or commodities are pledged in the ordinary course of business to secure obligations of BB&T or its Subsidiaries. Such securities and commodities are valued on the books of BB&T in accordance with GAAP in all material respects.

4.18 Real Property. BB&T or a BB&T Subsidiary (a) has good and marketable title to all the real property reflected in the latest audited balance sheet included in the BB&T

Reports as being owned by BB&T or a BB&T Subsidiary or acquired after the date thereof which are material to BB&T's business on a consolidated basis (except properties sold or otherwise disposed of since the date thereof in the ordinary course of business) (the "BB&T Owned Properties"), free and clear of all material Liens, except for Permitted Encumbrances, and (b) is the lessee of all leasehold estates reflected in the latest audited financial statements included in such BB&T Reports or acquired after the date thereof which are material to BB&T's business on a consolidated basis (except for leases that have expired by their terms since the date thereof) (such leasehold estates, collectively with the BB&T Owned Properties, the "BB&T Real Property"), free and clear of all material Liens, except for Permitted Encumbrances, and is in possession of the properties purported to be leased thereunder, and each such lease is valid without default thereunder by the lessee or, to the knowledge of BB&T, the lessor. There are no pending or, to the knowledge of BB&T, threatened condemnation proceedings against the BB&T Real Property.

4.19 Intellectual Property. BB&T and each of its Subsidiaries owns, or is licensed to use (in each case, free and clear of any material Liens), all Intellectual Property necessary for the conduct of its business as currently conducted. Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on BB&T: (a) (i) to the knowledge of BB&T, the use of any Intellectual Property by BB&T and its Subsidiaries does not infringe, misappropriate or otherwise violate the rights of any person and is in accordance with any applicable license pursuant to which BB&T or any BB&T Subsidiary acquired the right to use any Intellectual Property, and (ii) no person has asserted in writing to BB&T that BB&T or any of its Subsidiaries has infringed, misappropriated or otherwise violated the Intellectual Property rights of such person, (b) to the knowledge of BB&T, no person is challenging, infringing on or otherwise violating any right of BB&T or any of its Subsidiaries with respect to any Intellectual Property owned by and/or licensed to BB&T or its Subsidiaries, and (c) neither BB&T nor any BB&T Subsidiary has received any written notice of any pending claim with respect to any Intellectual Property owned by BB&T or any BB&T Subsidiary, and BB&T and its Subsidiaries have taken commercially reasonable actions to avoid the abandonment, cancellation or unenforceability of all Intellectual Property owned or licensed, respectively, by BB&T and its Subsidiaries.

4.20 Related Party Transactions. As of the date hereof, except as set forth in any BB&T Reports, there are no transactions or series of related transactions, agreements, arrangements or understandings, nor are there any currently proposed transactions or series of related transactions, between BB&T or any of its Subsidiaries, on the one hand, and any current or former director or "executive officer" (as defined in Rule 3b-7 under the Exchange Act) of BB&T or any of its Subsidiaries or any person who beneficially owns (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) five percent (5%) or more of the outstanding BB&T Common Stock (or any of such person's immediate family members or affiliates) (other than Subsidiaries of BB&T) on the other hand, of the type required to be reported in any SunTrust Report pursuant to Item 404 of Regulation S-K promulgated under the Exchange Act.

4.21 State Takeover Laws. The Board of Directors of BB&T has approved this Agreement and the transactions contemplated hereby and has taken all such other necessary actions as required to render inapplicable to such agreements and transactions the provisions of any potentially applicable Takeover Statutes.

4.22 Reorganization. BB&T has not taken any action and is not aware of any fact or circumstance that could reasonably be expected to prevent the Merger from qualifying as a “reorganization” within the meaning of Section 368(a) of the Code.

4.23 Opinion. Prior to the execution of this Agreement, BB&T has received an opinion (which if initially rendered orally, has been or will be confirmed by written opinion of the same date) from RBC Capital Markets, LLC, to the effect that as of the date thereof and based upon and subject to the matters set forth therein, the Exchange Ratio in the Merger is fair from a financial point of view to BB&T. Such opinion has not been amended or rescinded as of the date of this Agreement.

4.24 BB&T Information. The information relating to BB&T and its Subsidiaries or that is provided by BB&T or its Subsidiaries or their respective representatives for inclusion in the Joint Proxy Statement and the S-4, or in any other document filed with any Regulatory Agency or Governmental Entity in connection herewith, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading. The Joint Proxy Statement (except for such portions thereof that relate only to SunTrust or any of its Subsidiaries) will comply in all material respects with the provisions of the Exchange Act and the rules and regulations thereunder. The S-4 (except for such portions thereof that relate only to SunTrust or any of its Subsidiaries) will comply in all material respects with the provisions of the Securities Act and the rules and regulations thereunder.

4.25 Loan Portfolio.

(a) As of the date hereof, except as set forth in Section 4.26(a) of the BB&T Disclosure Schedule, neither BB&T nor any of its Subsidiaries is a party to any written or oral Loan in which BB&T or any Subsidiary of BB&T is a creditor that, as of September 30, 2018, had an outstanding balance of \$10,000,000 or more and under the terms of which the obligor was, as of September 30, 2018, over ninety (90) days or more delinquent in payment of principal or interest. Set forth in Section 4.26(a) of the BB&T Disclosure Schedule is a true, correct and complete list of (A) all of the Loans of BB&T and its Subsidiaries that, as of September 30, 2018, had an outstanding balance of \$10,000,000 and were classified by BB&T as “Other Loans Specially Mentioned,” “Special Mention,” “Substandard,” “Doubtful,” “Loss,” “Classified,” “Criticized,” “Credit Risk Assets,” “Concerned Loans,” “Watch List” or words of similar import, together with the principal amount of and accrued and unpaid interest on each such Loan and the identity of the borrower thereunder, together with the aggregate principal amount of and accrued and unpaid interest on such Loans, by category of Loan (e.g., commercial, consumer, etc.), together with the aggregate principal amount of such Loans by category and (B) each asset of BB&T or any of its Subsidiaries that, as of September 30, 2018, is classified as “Other Real Estate Owned” and the book value thereof.

(b) Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on BB&T, each Loan of BB&T or any of its Subsidiaries (i) is evidenced by notes, agreements or other evidences of indebtedness that are true, genuine and what they purport to be, (ii) to the extent carried on the books and records of BB&T and its Subsidiaries as secured Loans, has been secured by valid charges, mortgages,

pledges, security interests, restrictions, claims, liens or encumbrances, as applicable, which have been perfected and (iii) is the legal, valid and binding obligation of the obligor named therein, enforceable in accordance with its terms, subject to the Enforceability Exceptions.

(c) Except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on BB&T, each outstanding Loan of BB&T or any of its Subsidiaries (including Loans held for resale to investors) was solicited and originated, and is and has been administered and, where applicable, serviced, and the relevant Loan files are being maintained, in all material respects in accordance with the relevant notes or other credit or security documents, the written underwriting standards of BB&T and its Subsidiaries (and, in the case of Loans held for resale to investors, the underwriting standards, if any, of the applicable investors) and with all applicable federal, state and local laws, regulations and rules.

4.26 Insurance. Except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on BB&T, (a) BB&T and its Subsidiaries are insured with reputable insurers against such risks and in such amounts as the management of BB&T reasonably has determined to be prudent and consistent with industry practice, and BB&T and its Subsidiaries are in compliance in all material respects with their insurance policies and are not in default under any of the terms thereof, (b) each such policy is outstanding and in full force and effect and, except for policies insuring against potential liabilities of officers, directors and employees of BB&T and its Subsidiaries, BB&T or the relevant Subsidiary thereof is the sole beneficiary of such policies, (c) all premiums and other payments due under any such policy have been paid, and all claims thereunder have been filed in due and timely fashion, (d) there is no claim for coverage by BB&T or any of its Subsidiaries pending under any insurance policy as to which coverage has been questioned, denied or disputed by the underwriters of such insurance policy and (e) neither BB&T nor any of its Subsidiaries has received notice of any threatened termination of, material premium increase with respect to, or material alteration of coverage under, any insurance policies.

4.27 Investment Advisor Subsidiary.

(a) BB&T and certain of its Subsidiaries provide investment management, investment advisory or sub-advisory services (including management and advice provided to separate accounts and participation in wrap fee programs and are required to register with the SEC as an investment adviser under the Investment Advisers Act) (BB&T and each such Subsidiary, a “BB&T Advisory Entity”). Each BB&T Advisory Entity is registered as an investment adviser under the Investment Advisers Act and has operated since January 1, 2016 and is currently operating in compliance with all laws applicable to it or its business and has all registrations, permits, licenses, exemptions, orders and approvals required for the operation of its business or ownership of its properties and assets substantially as presently conducted, except in each case as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on BB&T.

(b) The accounts of each advisory client of BB&T or its Subsidiaries, for purposes of the Investment Advisers Act, that are subject to ERISA have been managed by the applicable BB&T Advisory Entity in compliance with the applicable requirements of ERISA,

except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on BB&T.

(c) None of the BB&T Advisory Entities nor any “person associated with an investment adviser” (as defined in the Investment Advisers Act) of any of them is ineligible pursuant to Section 203 of the Investment Advisers Act to serve as an investment advisor or as a person associated with a registered investment advisor, except as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on BB&T.

#### 4.28 Insurance Subsidiary.

(a) Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on BB&T, (i) since January 1, 2016, at the time each agent, representative, producer, reinsurance intermediary, wholesaler, third-party administrator, distributor, broker, employee or other person authorized to sell, produce, manage or administer products on behalf of any BB&T Subsidiary (“BB&T Agent”) wrote, sold, produced, managed, administered or procured business for a BB&T Subsidiary, such BB&T Agent was, at the time the BB&T Agent wrote or sold business, duly licensed for the type of activity and business written, sold, produced, managed, administered or produced to the extent required by applicable law, (ii) no BB&T Agent has been since January 1, 2016, or is currently, in violation (or with or without notice or lapse of time or both, would be in violation) of any law, rule or regulation applicable to such BB&T Agent’s writing, sale, management, administration or production of insurance business for any BB&T Insurance Subsidiary and (iii) each BB&T Agent was appointed by BB&T or a BB&T Insurance Subsidiary in compliance with applicable insurance laws, rules and regulations and all processes and procedures undertaken with respect to such BB&T Agent were undertaken in compliance with applicable insurance laws, rules and regulations. “BB&T Insurance Subsidiary” means each Subsidiary of BB&T through which insurance operations is conducted.

(b) Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on BB&T, (i) since January 1, 2016, BB&T and the BB&T Insurance Subsidiaries have made all required notices, submissions, reports or other filings under applicable insurance holding company statutes, (ii) all contracts, agreements, arrangements and transactions in effect between any BB&T Insurance Subsidiary and any affiliate are in compliance in all material respects with the requirements of all applicable insurance holding company statutes, and (iii) each BB&T Insurance Subsidiary has operated and otherwise been in compliance with all applicable insurance laws, rules and regulations.

#### 4.29 Broker-Dealer Subsidiary.

(a) BB&T has certain Subsidiaries that are broker-dealers (each, a “BB&T Broker-Dealer Subsidiary”). Except as would not reasonably be expected to, either individually or in the aggregate, have a Material Adverse Effect on BB&T: (i) each BB&T Broker-Dealer Subsidiary is duly registered under the Exchange Act as a broker-dealer with the SEC and is in compliance with the applicable provisions of the Exchange Act, including the net capital requirements and customer protection requirements thereof; (ii) each BB&T Broker-Dealer Subsidiary is a member in good standing with FINRA and all other required SROs and in

compliance with all applicable rules and regulations of FINRA and any such SRO of which it is a member or which otherwise has authority over it; (iii) each BB&T Broker-Dealer Subsidiary (and each registered representative thereof) is duly registered, licensed or qualified as a broker-dealer or registered representative, as applicable, under, and in compliance with, the applicable laws of all jurisdictions in which it is required to be so registered and each such registration, license or qualification is in full force and effect and in good standing; and (iv) there is no action, suit, proceeding or investigation pending or, to the knowledge of BB&T, threatened that would reasonably be likely to lead to the revocation, amendment, failure to renew, limitation, suspension or restriction of any such registrations, licenses and qualifications.

(b) Except as would not reasonably be expected to, either individually or in the aggregate, have a Material Adverse Effect on BB&T, (i) none of the BB&T Broker-Dealer Subsidiaries nor any “associated person” thereof (A) is or has been ineligible to serve as a broker-dealer or an associated person of a broker-dealer under Section 15(b) of the Exchange Act, (B) is subject to a “statutory disqualification” as defined in Section 3(a)(39) of the Exchange Act or (C) is subject to a disqualification that would be a basis for censure, limitations on the activities, functions or operations of, or suspension or revocation of the registration of any BB&T Broker-Dealer Subsidiary as broker-dealer, municipal securities dealer, government securities broker or government securities dealer under Section 15, Section 15B or Section 15C of the Exchange Act, and (ii) there is no action, suit, proceeding or investigation pending or, to the knowledge of BB&T, threatened, that is reasonably likely to result in any such person being deemed ineligible as described in clause (A), subject to a “statutory disqualification” as described in clause (B) or subject to a disqualification as described in clause (C).

#### 4.30 No Other Representations or Warranties.

(a) Except for the representations and warranties made by BB&T in this Article IV, neither BB&T nor any other person makes any express or implied representation or warranty with respect to BB&T, its Subsidiaries, or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and BB&T hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, neither BB&T nor any other person makes or has made any representation or warranty to SunTrust or any of its affiliates or representatives with respect to (i) any financial projection, forecast, estimate, budget or prospective information relating to BB&T, any of its Subsidiaries or their respective businesses or (ii) except for the representations and warranties made by BB&T in this Article IV, any oral or written information presented to SunTrust or any of its affiliates or representatives in the course of their due diligence investigation of BB&T, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) BB&T acknowledges and agrees that neither SunTrust nor any other person has made or is making any express or implied representation or warranty other than those contained in Article III.

## ARTICLE V

### COVENANTS RELATING TO CONDUCT OF BUSINESS

5.1 Conduct of Businesses Prior to the Effective Time. During the period from the date of this Agreement to the Effective Time or earlier termination of this Agreement, except as expressly contemplated or permitted by this Agreement (including as set forth in the SunTrust Disclosure Schedule or the BB&T Disclosure Schedule), required by law or as consented to in writing by the other party (such consent not to be unreasonably withheld, conditioned or delayed), each of BB&T and SunTrust shall, and shall cause each of its respective Subsidiaries to, (a) conduct its business in the ordinary course in all material respects, (b) use reasonable best efforts to maintain and preserve intact its business organization, employees and advantageous business relationships, and (c) take no action that would reasonably be expected to adversely affect or delay the ability of either BB&T or SunTrust to obtain any necessary approvals of any Regulatory Agency or other Governmental Entity required for the transactions contemplated hereby or to perform its covenants and agreements under this Agreement or to consummate the transactions contemplated hereby on a timely basis.

5.2 Forbearances. During the period from the date of this Agreement to the Effective Time or earlier termination of this Agreement, except as set forth in the BB&T Disclosure Schedule or the SunTrust Disclosure Schedule, as expressly contemplated or permitted by this Agreement or as required by law, neither BB&T nor SunTrust shall, and neither BB&T nor SunTrust shall permit any of their respective Subsidiaries to, without the prior written consent of the other party to this Agreement (such consent not to be unreasonably withheld, conditioned or delayed):

(a) other than (i) federal funds borrowings and Federal Home Loan Bank borrowings, in each case with a maturity not in excess of six (6) months, and (ii) deposits, in each case in the ordinary course of business, incur any indebtedness for borrowed money (other than indebtedness of SunTrust or any of its wholly-owned Subsidiaries to SunTrust or any of its wholly-owned Subsidiaries, on the one hand, or of BB&T or any of its wholly-owned Subsidiaries to BB&T or any of its wholly-owned Subsidiaries, on the other hand), or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other individual, corporation or other entity;

(b) (i) adjust, split, combine or reclassify any capital stock;

(ii) make, declare, pay or set a record date for any dividend, or any other distribution on, or directly or indirectly redeem, purchase or otherwise acquire, any shares of its capital stock or other equity or voting securities or any securities or obligations convertible (whether currently convertible or convertible only after the passage of time or the occurrence of certain events) or exchangeable into or exercisable for any shares of its capital stock or other equity or voting securities, including any SunTrust Securities or SunTrust Subsidiary Securities, in the case of SunTrust, or BB&T Securities or BB&T Subsidiary Securities, in the case of BB&T, except, in each case, (A) regular quarterly cash dividends by SunTrust at a rate not in excess of \$0.500 per share of SunTrust Common Stock, (B) regular quarterly cash dividends by BB&T at a rate not in

excess of \$0.405 per share of BB&T Common Stock, (C) dividends paid by any of the Subsidiaries of each of BB&T and SunTrust to BB&T or SunTrust or any of their wholly-owned Subsidiaries, respectively, (D) in the case of SunTrust, dividends provided for and paid on SunTrust Preferred Stock in accordance with the terms of such SunTrust Preferred Stock, (E) in the case of BB&T, dividends provided for and paid on shares of BB&T Preferred Stock in accordance with the terms of the BB&T Preferred Stock or (F) the acceptance of shares of SunTrust Common Stock or BB&T Common Stock, as the case may be, as payment for the exercise price of stock options or for withholding Taxes incurred in connection with the exercise of stock options or the vesting or settlement of equity compensation awards, in each case, in accordance with past practice and the terms of the applicable award agreements;

(iii) grant any stock options, restricted stock units, performance stock units, phantom stock units, restricted shares or other equity-based awards or interests, or grant any person any right to acquire any SunTrust Securities or SunTrust Subsidiary Securities, in the case of SunTrust, or BB&T Securities or BB&T Subsidiary Securities, in the case of BB&T; or

(iv) issue, sell, transfer, encumber or otherwise permit to become outstanding any shares of capital stock or voting securities or equity interests or securities convertible (whether currently convertible or convertible only after the passage of time of the occurrence of certain events) or exchangeable into, or exercisable for, any shares of its capital stock or other equity or voting securities, including any SunTrust Securities or SunTrust Subsidiary Securities, in the case of SunTrust, or BB&T Securities or BB&T Subsidiary Securities, in the case of BB&T, or any options, warrants, or other rights of any kind to acquire any shares of capital stock or other equity or voting securities, including any SunTrust Securities or SunTrust Subsidiary Securities, in the case of SunTrust, or BB&T Securities or BB&T Subsidiary Securities, in the case of BB&T, except pursuant to the exercise of stock options or the settlement of equity compensation awards in accordance with their terms;

(c) sell, transfer, mortgage, encumber or otherwise dispose of any of its material properties or assets to any individual, corporation or other entity other than a wholly-owned Subsidiary, or cancel, release or assign any indebtedness to any such person or any claims held by any such person, in each case other than in the ordinary course of business or pursuant to contracts or agreements in force at the date of this Agreement;

(d) except for foreclosure or acquisitions of control in a fiduciary or similar capacity or in satisfaction of debts previously contracted in good faith in the ordinary course of business, make any material investment in or acquisition of (whether by purchase of stock or securities, contributions to capital, property transfers, merger or consolidation, or formation of a joint venture or otherwise) any other person or the property or assets of any other person, in each case other than a wholly-owned Subsidiary of SunTrust or BB&T, as applicable;

(e) in each case except for transactions in the ordinary course of business, terminate, materially amend, or waive any material provision of, any SunTrust Contract or BB&T Contract, as the case may be, or make any change in any instrument or agreement

governing the terms of any of its securities, other than normal renewals of contracts without material adverse changes of terms with respect to SunTrust or BB&T, as the case may be, or enter into any contract that would constitute a SunTrust Contract or BB&T Contract, as the case may be, if it were in effect on the date of this Agreement;

(f) except as required under applicable law or the terms of any SunTrust Benefit Plan or BB&T Benefit Plan existing as of the date hereof, as applicable, (i) enter into, establish, adopt, amend or terminate any SunTrust Benefit Plan or BB&T Benefit Plan, or any arrangement that would be a SunTrust Benefit Plan or a BB&T Benefit Plan if in effect on the date hereof, other than (x) in the ordinary course of business consistent with past practice and (y) as would not reasonably be expected to materially increase the cost of benefits under any SunTrust Benefit Plan, BB&T Benefit Plan, SunTrust Contract or BB&T Contract, as the case may be, (ii) increase the compensation or benefits payable to any current or former employee, officer, director or individual consultant, other than increases to current employees and officers (x) in connection with a promotion or change in responsibilities and to a level consistent with similarly situated peer employees, (y) in the ordinary course of business consistent with past practice or (z) the payment of incentive compensation for completed performance periods based upon corporate performance, the performance of such employee and, if applicable, such employee's business, (iii) accelerate the vesting of any equity-based awards or other compensation, (iv) enter into any new, or amend any existing, employment, severance, change in control, retention, collective bargaining agreement or similar agreement or arrangement, other than entry into retention agreements or arrangements not related to the transactions contemplated by this Agreement with employees below the level of senior vice president in the ordinary course of business consistent with past practice, (v) fund any rabbi trust or similar arrangement or in any other way secure the payment of compensation or benefits under any SunTrust Benefit Plan, BB&T Benefit Plan, SunTrust Contract or BB&T Contract, as the case may be, (vi) terminate the employment or services of any "executive officer" (as defined in Rule 3b-7 promulgated under the Exchange Act), other than for cause, or (vii) hire any "executive officer" (as defined in Rule 3b-7 promulgated under the Exchange Act) (other than as a replacement hire receiving substantially similar terms of employment);

(g) settle any material claim, suit, action or proceeding, except involving solely monetary remedies in an amount, individually and in the aggregate, that is not material to SunTrust or BB&T, as applicable, and that would not impose any material restriction on, or create any adverse precedent that would be material to, the business of it or its Subsidiaries or the Surviving Entity;

(h) take any action or knowingly fail to take any action where such action or failure to act could reasonably be expected to prevent the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code;

(i) amend its articles of incorporation, its bylaws or comparable governing documents of its Subsidiaries that are "significant subsidiaries" within the meaning of Rule 1-02 of Regulation S-X of the SEC;

(j) other than in prior consultation with the other party to this Agreement, materially restructure or materially change its investment securities or derivatives portfolio or its

interest rate exposure, through purchases, sales or otherwise, or the manner in which the portfolio is classified or reported;

(k) implement or adopt any change in its accounting principles, practices or methods, other than as may be required by GAAP;

(l) enter into any new line of business or, other than in the ordinary course of business (which may include partnering with third parties in origination, flow, servicing and other capacities) consistent with past practice, change in any material respect its lending, investment, underwriting, risk and asset liability management and other banking and operating, securitization and servicing policies (including any change in the maximum ratio or similar limits as a percentage of its capital exposure applicable with respect to its loan portfolio or any segment thereof), except as required by applicable law, regulation or policies imposed by any Governmental Entity;

(m) make, change or revoke any material Tax election, change an annual Tax accounting period, adopt or change any material Tax accounting method, file any material amended Tax Return, enter into any closing agreement with respect to a material amount of Taxes, or settle any material Tax claim, audit, assessment or dispute or surrender any material right to claim a refund of Taxes; or

(n) agree to take, make any commitment to take, or adopt any resolutions of its Board of Directors or similar governing body in support of, any of the actions prohibited by this Section 5.2.

## ARTICLE VI

### ADDITIONAL AGREEMENTS

#### 6.1 Regulatory Matters.

(a) Promptly after the date of this Agreement, BB&T and SunTrust shall prepare and file with the SEC the Joint Proxy Statement, and BB&T shall prepare and file with the SEC the S-4, in which the Joint Proxy Statement will be included is a prospectus. BB&T and SunTrust, as applicable, shall use reasonable best efforts to make such filings within thirty (30) days of the date of this Agreement. Each of BB&T and SunTrust shall use its reasonable best efforts to have the S-4 declared effective under the Securities Act as promptly as practicable after such filings, and BB&T and SunTrust shall thereafter mail or deliver the Joint Proxy Statement to their respective shareholders. BB&T shall also use its reasonable best efforts to obtain all necessary state securities law or “Blue Sky” permits and approvals required to carry out the transactions contemplated by this Agreement, and SunTrust shall furnish all information concerning SunTrust and the holders of SunTrust Common Stock as may be reasonably requested in connection with any such action.

(b) The parties hereto shall cooperate with each other and use their reasonable best efforts to promptly prepare and file all necessary documentation, to effect all applications, notices, petitions and filings (and in the case of the applications, notices, petitions and filings in respect of the Requisite Regulatory Approvals, use their reasonable best efforts to make such

filings within thirty (30) days of the date of this Agreement), to obtain as promptly as practicable all permits, consents, approvals and authorizations of all third parties and Governmental Entities which are necessary or advisable to consummate the transactions contemplated by this Agreement (including the Merger and the Bank Merger), and to comply with the terms and conditions of all such permits, consents, approvals and authorizations of all such Governmental Entities. BB&T and SunTrust shall have the right to review in advance, and, to the extent practicable, each will consult the other on, in each case subject to applicable laws relating to the exchange of information, all the information relating to SunTrust or BB&T, as the case may be, and any of their respective Subsidiaries, which appears in any filing made with, or written materials submitted to, any third party or any Governmental Entity in connection with the transactions contemplated by this Agreement. In exercising the foregoing right, each of the parties hereto shall act reasonably and as promptly as practicable. The parties hereto agree that they will consult with each other with respect to the obtaining of all permits, consents, approvals and authorizations of all third parties and Governmental Entities necessary or advisable to consummate the transactions contemplated by this Agreement and each party will keep the other apprised of the status of matters relating to completion of the transactions contemplated herein, and each party shall consult with the other in advance of any meeting or conference with any Governmental Entity in connection with the transactions contemplated by this Agreement and, to the extent permitted by such Governmental Entity, give the other party and/or its counsel the opportunity to attend and participate in such meetings and conferences, in each case subject to applicable law. As used in this Agreement, the term “Requisite Regulatory Approvals” shall mean all regulatory authorizations, consents, orders and approvals (and the expiration or termination of all statutory waiting periods in respect thereof) (i) from the Federal Reserve Board, the FDIC, the North Carolina Commissioner of Banks and the Georgia Department of Banking and Finance, or (ii) set forth in Section 3.4 or Section 4.4 that are necessary to consummate the transactions contemplated by this Agreement (including the Merger and the Bank Merger) or those the failure of which to be obtained would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Surviving Entity.

(c) Each party shall use its reasonable best efforts to resolve any objection that may be asserted by any Governmental Entity with respect to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, nothing contained herein shall be deemed to require BB&T or SunTrust or any of their respective Subsidiaries, and neither BB&T nor SunTrust nor any of their respective Subsidiaries shall be permitted (without the written consent of the other party), to take any action, or commit to take any action, or agree to any condition or restriction, in connection with obtaining the foregoing permits, consents, approvals and authorizations of Governmental Entities that would reasonably be expected to have a Material Adverse Effect on the Surviving Entity and its Subsidiaries, taken as a whole, after giving effect to the Merger (a “Materially Burdensome Regulatory Condition”).

(d) BB&T and SunTrust shall, upon request, furnish each other with all information concerning themselves, their Subsidiaries, directors, officers and shareholders and such other matters as may be reasonably necessary or advisable in connection with the Joint Proxy Statement, the S-4 or any other statement, filing, notice or application made by or on behalf of BB&T, SunTrust or any of their respective Subsidiaries to any Governmental Entity in connection with the Merger, the Bank Merger and the other transactions contemplated by this Agreement.

(e) BB&T and SunTrust shall promptly advise each other upon receiving any communication from any Governmental Entity whose consent or approval is required for consummation of the transactions contemplated by this Agreement that causes such party to believe that there is a reasonable likelihood that any Requisite Regulatory Approval will not be obtained, or that the receipt of any such approval will be materially delayed.

## 6.2 Access to Information; Confidentiality.

(a) Upon reasonable notice and subject to applicable laws, each of BB&T and SunTrust, for the purposes of verifying the representations and warranties of the other and preparing for the Merger and the other matters contemplated by this Agreement, shall, and shall cause each of their respective Subsidiaries to, afford to the officers, employees, accountants, counsel, advisors and other representatives of the other party, access, during normal business hours during the period prior to the Effective Time, to all its properties, books, contracts, commitments, personnel, information technology systems, and records, and each shall cooperate with the other party in preparing to execute after the Effective Time the conversion or consolidation of systems and business operations generally, and, during such period, each of BB&T and SunTrust shall, and shall cause its respective Subsidiaries to, make available to the other party (i) a copy of each report, schedule, registration statement and other document filed or received by it during such period pursuant to the requirements of federal securities laws or federal or state banking laws (other than reports or documents that BB&T or SunTrust, as the case may be, is not permitted to disclose under applicable law), and (ii) all other information concerning its business, properties and personnel as such party may reasonably request. Neither BB&T nor SunTrust nor any of their respective Subsidiaries shall be required to provide access to or to disclose information where such access or disclosure would violate or prejudice the rights of BB&T's or SunTrust's, as the case may be, customers, jeopardize the attorney-client privilege of the institution in possession or control of such information (after giving due consideration to the existence of any common interest, joint defense or similar agreement between the parties) or contravene any law, rule, regulation, order, judgment, decree, fiduciary duty or binding agreement entered into prior to the date of this Agreement. The parties hereto will make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply.

(b) Each of BB&T and SunTrust shall hold all information furnished by or on behalf of the other party or any of such party's Subsidiaries or representatives pursuant to Section 6.2(a) in confidence to the extent required by, and in accordance with, the provisions of the confidentiality agreement, dated January 26, 2019, between BB&T and SunTrust (the "Confidentiality Agreement").

(c) No investigation by either of the parties or their respective representatives shall affect or be deemed to modify or waive the representations and warranties of the other set forth herein. Nothing contained in this Agreement shall give either party, directly or indirectly, the right to control or direct the operations of the other party prior to the Effective Time. Prior to the Effective Time, each party shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

6.3 Shareholders' Approvals. Each of BB&T and SunTrust shall call a meeting of its shareholders (the "BB&T Meeting" and the "SunTrust Meeting," respectively) to be held as soon as reasonably practicable after the S-4 is declared effective, for the purpose of obtaining (a) the Requisite SunTrust Vote and the Requisite BB&T Vote required in connection with this Agreement and the Merger and (b) if so desired and mutually agreed, a vote upon other matters of the type customarily brought before a meeting of shareholders in connection with the approval of a merger agreement or the transactions contemplated thereby, and each of SunTrust and BB&T shall use its reasonable best efforts to cause such meetings to occur as soon as reasonably practicable and on the same date. Each of BB&T and SunTrust and their respective Boards of Directors shall use its reasonable best efforts to obtain from the shareholders of BB&T and SunTrust, as applicable, the Requisite BB&T Vote and the Requisite SunTrust Vote, as applicable, including by communicating to the respective shareholders of BB&T and SunTrust its recommendation (and including such recommendation in the Joint Proxy Statement) that, in the case of BB&T, the shareholders of BB&T approve this Agreement (the "BB&T Board Recommendation"), and in the case of SunTrust, that the shareholders of SunTrust approve this Agreement (the "SunTrust Board Recommendation"), BB&T and each of BB&T and SunTrust and their respective Boards of Directors shall not (i) withhold, withdraw, modify or qualify in a manner adverse to the other party the BB&T Board Recommendation, in the case of BB&T, or the SunTrust Board Recommendation, in the case of SunTrust, (ii) fail to make the BB&T Board Recommendation, in the case of BB&T, or the SunTrust Board Recommendation, in the case of SunTrust, in the Joint Proxy Statement, (iii) adopt, approve, recommend or endorse an Acquisition Proposal or publicly announce an intention to adopt, approve, recommend or endorse an Acquisition Proposal, (iv) fail to publicly and without qualification (A) recommend against any Acquisition Proposal or (B) reaffirm the BB&T Board Recommendation, in the case of BB&T, or the SunTrust Board Recommendation, in the case of SunTrust, in each case within ten (10) business days (or such fewer number of days as remains prior to the BB&T Meeting or the SunTrust Meeting, as applicable) after an Acquisition Proposal is made public or any request by the other party to do so, or (v) publicly propose to do any of the foregoing (any of the foregoing a "Recommendation Change"). However, subject to Section 8.1 and Section 8.2, if the Board of Directors of BB&T or SunTrust, after receiving the advice of its outside counsel and, with respect to financial matters, its financial advisors, determines in good faith that it would more likely than not result in a violation of its fiduciary duties under applicable law to make or continue to make the BB&T Board Recommendation or the SunTrust Board Recommendation, as applicable, such Board of Directors may, in the case of BB&T, prior to the receipt of the Requisite BB&T Vote, and in the case of SunTrust, prior to the receipt of the Requisite SunTrust Vote, submit this Agreement to its shareholders without recommendation (although the resolutions approving this Agreement as of the date hereof may not be rescinded or amended), in which event such Board of Directors may communicate the basis for its lack of a recommendation to its shareholders in the Joint Proxy Statement or an appropriate amendment or supplement thereto to the extent required by law; provided that such Board of Directors may not take any actions under this sentence unless it (A) gives the other party at least three (3) business days' prior written notice of its intention to take such action and a reasonable description of the event or circumstances giving rise to its determination to take such action (including, in the event such action is taken in response to an Acquisition Proposal, the latest material terms and conditions and the identity of the third party in any such Acquisition Proposal, or any amendment or modification thereof, or describe in reasonable detail such other event or

circumstances) and (B) at the end of such notice period, takes into account any amendment or modification to this Agreement proposed by the other party and, after receiving the advice of its outside counsel and, with respect to financial matters, its financial advisors, determines in good faith that it would nevertheless more likely than not result in a violation of its fiduciary duties under applicable law to make or continue to make the BB&T Board Recommendation or SunTrust Board Recommendation, as the case may be. Any material amendment to any Acquisition Proposal will be deemed to be a new Acquisition Proposal for purposes of this Section 6.3 and will require a new notice period as referred to in this Section 6.3. BB&T or SunTrust shall adjourn or postpone the BB&T Meeting or the SunTrust Meeting, as the case may be, if, as of the time for which such meeting is originally scheduled there are insufficient shares of BB&T Common Stock or SunTrust Common Stock, as the case may be, represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of such meeting, or if on the date of such meeting SunTrust or BB&T, as applicable, has not received proxies representing a sufficient number of shares necessary to obtain the Requisite SunTrust Vote or the Requisite BB&T Vote. Notwithstanding anything to the contrary herein, unless this Agreement has been terminated in accordance with its terms, (x) the BB&T Meeting shall be convened and this Agreement shall be submitted to the shareholders of BB&T at the BB&T Meeting and (y) the SunTrust Meeting shall be convened and this Agreement shall be submitted to the shareholders of SunTrust at the SunTrust Meeting, and nothing contained herein shall be deemed to relieve either BB&T or SunTrust of such obligation.

6.4 Legal Conditions to Merger. Subject in all respects to Section 6.1 of this Agreement, each of BB&T and SunTrust shall, and shall cause its Subsidiaries to, use their reasonable best efforts (a) to take, or cause to be taken, all actions necessary, proper or advisable to comply promptly with all legal requirements that may be imposed on such party or its Subsidiaries with respect to the Merger and the Bank Merger and, subject to the conditions set forth in Article VII hereof, to consummate the transactions contemplated by this Agreement, and (b) to obtain (and to cooperate with the other party to obtain) any material consent, authorization, order or approval of, or any exemption by, any Governmental Entity and any other third party that is required to be obtained by SunTrust or BB&T or any of their respective Subsidiaries in connection with the Merger, the Bank Merger and the other transactions contemplated by this Agreement.

6.5 Stock Exchange Listing. BB&T shall cause the shares of BB&T Common Stock to be issued in the Merger to be approved for listing on the NYSE, subject to official notice of issuance, prior to the Effective Time.

6.6 Employee Matters.

(a) From and after the Effective Time, unless otherwise mutually determined by SunTrust and BB&T, BB&T shall provide generally to employees of SunTrust and its Subsidiaries who at the Effective Time become employees of BB&T or its Subsidiaries (the “Continuing Employees”), employee compensation and benefits under the BB&T Benefit Plans on terms and conditions that are substantially the same as those that apply to similarly situated BB&T employees; provided that BB&T may satisfy its obligation under this Section 6.6(a) for a transitional period (which transitional period shall end by the later of (i) December 31, 2019 and (ii) the six (6) month anniversary of the Closing Date) by providing compensation and benefits

that are substantially the same in the aggregate as the compensation and benefits provided by SunTrust and its Subsidiaries to Continuing Employees immediately prior to the Effective Time. Prior to the Closing, SunTrust and BB&T shall cooperate in reviewing, evaluating and analyzing the BB&T Benefit Plans and SunTrust Benefit Plans with a view towards developing appropriate new benefit plans with respect to employees of the Surviving Entity and its Subsidiaries (which shall in any event include the BB&T Corporation Pension Plan and the BB&T Non-Qualified Defined Benefit Plan) (collectively, the “New Benefit Plans”) for the employees covered thereby, which New Benefit Plans will, to the extent permitted by applicable law, and among other things, (A) treat similarly situated employees on a substantially equivalent basis, taking into account all relevant factors, including duties, geographic location, tenure, qualifications and abilities, and (B) not discriminate between employees who were covered by BB&T Benefit Plans, on the one hand, and those covered by SunTrust Benefit Plans, on the other hand, at the Effective Time. Notwithstanding the foregoing, BB&T and SunTrust agree that, during the period commencing at the Effective Time and ending on the first anniversary thereof, any continuing employee of BB&T, SunTrust or any of their respective Subsidiaries who is involuntarily terminated during such one (1)-year period will be provided with severance as described in Section 6.6(a) of the BB&T Disclosure Schedule.

(b) For purposes of eligibility, participation, vesting and benefit accrual (except not for purposes of benefit accrual under any defined benefit pension plan or to the extent that such credit would result in a duplication of benefits) under the BB&T Benefit Plans, SunTrust Benefit Plans and the New Benefit Plans, service with or credited by BB&T, SunTrust or any of their respective Subsidiaries or predecessors for Continuing Employees or continuing employees of BB&T or its Subsidiaries shall be treated as service with BB&T to the same extent that such service was taken into account under the analogous SunTrust Benefit Plan or BB&T Benefit Plan prior to the Effective Time. With respect to any SunTrust Benefit Plan, BB&T Benefit Plan or New Benefit Plan in which any employees of BB&T or SunTrust (or their Subsidiaries) prior to the Effective Time first become eligible to participate on or after the Effective Time, and in which such employees did not participate prior to the Effective Time, the Surviving Entity shall: (i) waive all preexisting conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to such employees and their eligible dependents, except to the extent such pre-existing conditions, exclusions or waiting periods would apply under the analogous BB&T Benefit Plan or SunTrust Benefit Plan, as the case may be, and (ii) provide each such employee and his or her eligible dependents with credit for any co-payments and deductibles paid prior to the Effective Time (or, if later, prior to the time such employee commenced participation in the New Benefit Plan) under a BB&T Benefit Plan or SunTrust Benefit Plan (to the same extent that such credit was given under the analogous SunTrust or BB&T Benefit Plan) in satisfying any applicable deductible or out-of-pocket requirements under any SunTrust Benefit Plan, BB&T Benefit Plan or New Benefit Plan in which such employee first become eligible to participate after the Effective Time. Effective as of the later of January 1, 2020 and thirty (30) days after the Effective Time and subject to the immediately following sentence, the Continuing Employees shall become eligible to participate in the BB&T Corporation Pension Plan and the BB&T Non-Qualified Defined Benefit Plan on the same basis as similarly situated employees of BB&T and its Subsidiaries, except as otherwise mutually agreed by BB&T and SunTrust. For purposes of the foregoing, the Surviving Entity shall recognize (1) the service with SunTrust and its Subsidiaries of the Continuing Employees for purposes of eligibility to participate and vesting (but not benefit accrual) under the BB&T

Corporation Pension Plan and (2) the service of the Continuing Employees who satisfy the eligibility requirements of the BB&T Non-Qualified Defined Benefit Plan as in effect immediately prior to the Effective Time and are designated by the compensation committee of the Board of Directors of the Surviving Entity as eligible to participate in such plan for purposes of eligibility to participate and vesting (but not benefit accrual) under the BB&T Non-Qualified Defined Benefit Plan.

(c) The Surviving Entity agrees to honor in accordance with their terms all BB&T Benefit Plans and SunTrust Benefit Plans. In addition, prior to the Effective Time, BB&T may take such action as it deems necessary, including amending the BB&T Corporation Pension Plan and/or the BB&T Non-Qualified Defined Benefit Plan, so that (i) each participant in the BB&T Corporation Pension Plan and BB&T Non-Qualified Defined Benefit Plan immediately prior to the Effective Time shall be entitled to continued benefit accrual on a basis no less favorable than in effect immediately prior to the Effective Time (including as to any rights or features) for so long as such participant continues as an employee of the Surviving Entity or its Subsidiaries (or their respective successors or assigns) and (ii) following the Effective Time, the BB&T Corporation Pension Plan and BB&T Non-Qualified Defined Benefit Plan may not be terminated or amended so as to adversely impact any such participant or the benefit of any such participant, including any future benefit accruals or the vesting or entitlement to such future benefit accruals (including any rights or features of such accruals). Without limiting the foregoing and for purposes of clarity, any amendment to provide a lump sum cash out of a participant's accrued pension benefit shall be deemed to adversely impact the participant for purposes of the foregoing clause (ii).

(d) If requested by BB&T in writing delivered to SunTrust not less than ten (10) business days before the Closing Date, the Board of Directors of SunTrust (or the appropriate committee thereof) shall adopt resolutions and take such corporate action as is necessary or appropriate to terminate the SunTrust Banks, Inc. 401(k) Plan (the "SunTrust 401(k) Plan"), effective as of the day prior to the Closing Date and contingent upon the occurrence of the Effective Time. If BB&T requests that the SunTrust 401(k) Plan be terminated, (i) SunTrust shall provide BB&T with evidence that such plan has been terminated (the form and substance of which shall be subject to reasonable review and comment by BB&T) not later than two (2) days immediately preceding the Closing Date and (ii) the Continuing Employees shall be eligible to participate, effective as of the Effective Time, in a 401(k) plan sponsored or maintained by BB&T or one of its Subsidiaries (the "BB&T 401(k) Plan"), it being agreed that there shall be no gap in participation in a tax-qualified defined contribution plan. BB&T and SunTrust shall take any and all actions as may be required, including amendments to the SunTrust 401(k) Plan and/or the BB&T 401(k) Plan, to permit the Continuing Employees to make rollover contributions to the BB&T 401(k) Plan of "eligible rollover distributions" (within the meaning of Section 401(a)(31) of the Code) in the form of cash, notes (in the case of loans), BB&T Common Stock or a combination thereof in an amount equal to the full account balance distributed to such employee from the SunTrust 401(k) Plan.

(e) Prior to the Effective Time, the Board of Directors of BB&T shall take such action as is necessary to provide that the transactions contemplated by this Agreement are deemed a "merger of equals" for purposes of each BB&T Benefit Plan that provides the Board of Directors of BB&T with the ability to declare that a particular transaction constitutes a "merger

of equals” and thus does not constitute a “change in control”, “change of control” or similar concept under such BB&T Benefit Plans (which determination shall not be revoked during the 12-month period following the Effective Time).

(f) Nothing in this Agreement shall confer upon any employee, officer, director or consultant of BB&T or SunTrust or any of their Subsidiaries or affiliates any right to continue in the employ or service of the Surviving Entity, SunTrust, BB&T or any Subsidiary or affiliate thereof, or shall interfere with or restrict in any way the rights of the Surviving Entity, SunTrust, BB&T or any Subsidiary or affiliate thereof to discharge or terminate the services of any employee, officer, director or consultant of BB&T or SunTrust or any of their Subsidiaries or affiliates at any time for any reason whatsoever, with or without cause. Nothing in this Agreement shall be deemed to (i) establish, amend, or modify any SunTrust Benefit Plan, BB&T Benefit Plan, New Benefit Plan or any other benefit or employment plan, program, agreement or arrangement, or (ii) alter or limit the ability of the Surviving Entity or any of its Subsidiaries or affiliates to amend, modify or terminate any particular SunTrust Benefit Plan, BB&T Benefit Plan, New Benefit Plan or any other benefit or employment plan, program, agreement or arrangement after the Effective Time. Without limiting the generality of Section 9.11, nothing in this Agreement, express or implied, is intended to or shall confer upon any person, including any current or former employee, officer, director or consultant of BB&T or SunTrust or any of their Subsidiaries or affiliates, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

#### 6.7 Indemnification; Directors’ and Officers’ Insurance.

(a) From and after the Effective Time, the Surviving Entity shall indemnify and hold harmless and shall advance expenses as incurred, in each case to the extent (subject to applicable law) such persons are indemnified as of the date of this Agreement by SunTrust pursuant to the SunTrust Articles, the SunTrust Bylaws, the governing or organizational documents of any Subsidiary of SunTrust and any indemnification agreements in existence as of the date hereof and disclosed in Section 6.7(a) of the SunTrust Disclosure Schedule, each present and former director, officer or employee of SunTrust and its Subsidiaries (in each case, when acting in such capacity) (collectively, the “SunTrust Indemnified Parties”) against any costs or expenses (including reasonable attorneys’ fees), judgments, fines, losses, damages or liabilities incurred in connection with any threatened or actual claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, whether arising before or after the Effective Time, arising out of the fact that such person is or was a director, officer or employee of SunTrust or any of its Subsidiaries and pertaining to matters existing or occurring at or prior to the Effective Time, including the transactions contemplated by this Agreement; provided, that in the case of advancement of expenses, any SunTrust Indemnified Party to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately determined that such SunTrust Indemnified Party is not entitled to indemnification.

(b) For a period of six (6) years after the Effective Time, the Surviving Entity shall cause to be maintained in effect the current policies of directors’ and officers’ liability insurance maintained by SunTrust (provided, that the Surviving Entity may substitute therefor policies with a substantially comparable insurer of at least the same coverage and amounts containing terms and conditions that are no less advantageous to the insured) with respect to

claims arising from facts or events which occurred at or before the Effective Time; provided, however, that the Surviving Entity shall not be obligated to expend, on an annual basis, an amount in excess of 300% of the current annual premium paid as of the date hereof by SunTrust for such insurance (the “Premium Cap”), and if such premiums for such insurance would at any time exceed the Premium Cap, then the Surviving Entity shall cause to be maintained policies of insurance which, in the Surviving Entity’s good faith determination, provide the maximum coverage available at an annual premium equal to the Premium Cap. In lieu of the foregoing, BB&T or SunTrust, in consultation with, but only upon the consent of BB&T, may (and at the request of BB&T, SunTrust shall use its reasonable best efforts to) obtain at or prior to the Effective Time a six (6)-year “tail” policy under SunTrust’s existing directors’ and officers’ insurance policy providing equivalent coverage to that described in the preceding sentence if and to the extent that the same may be obtained for an amount that, in the aggregate, does not exceed the Premium Cap.

(c) The provisions of this Section 6.7 shall survive the Effective Time and are intended to be for the benefit of, and shall be enforceable by, each SunTrust Indemnified Party and his or her heirs and representatives. If the Surviving Entity or any of its successors or assigns (i) consolidates with or merges into any other person and is not the continuing or surviving entity of such consolidation or merger, or (ii) transfers all or substantially all of its assets or deposits to any other person or engages in any similar transaction, then in each such case, the Surviving Entity will cause proper provision to be made so that the successors and assigns of the Surviving Entity will expressly assume the obligations set forth in this Section 6.7.

6.8 Additional Agreements. In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement (including any merger between a Subsidiary of BB&T, on the one hand, and a Subsidiary of SunTrust, on the other hand) or to vest the Surviving Entity with full title to all properties, assets, rights, approvals, immunities and franchises of any of the parties to the Merger or the Bank Merger, the proper officers and directors of each party to this Agreement and their respective Subsidiaries shall take all such necessary action as may be reasonably requested by BB&T.

6.9 Advice of Changes. BB&T and SunTrust shall each promptly advise the other party of any effect, change, event, circumstance, condition, occurrence or development (i) that has had or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect on it or (ii) that it believes would or would reasonably be expected to cause or constitute a material breach of any of its representations, warranties, obligations, covenants or agreements contained herein that reasonably could be expected to give rise, individually or in the aggregate, to the failure of a condition in Article VII; provided, that any failure to give notice in accordance with the foregoing with respect to any breach shall not be deemed to constitute a violation of this Section 6.9 or the failure of any condition set forth in Section 7.2 or 7.3 to be satisfied, or otherwise constitute a breach of this Agreement by the party failing to give such notice, in each case unless the underlying breach would independently result in a failure of the conditions set forth in Section 7.2 or 7.3 to be satisfied; and provided, further, that the delivery of any notice pursuant to this Section 6.9 shall not cure any breach of, or noncompliance with, any other provision of this Agreement or limit the remedies available to the party receiving such notice.

6.10 Dividends. After the date of this Agreement, each of BB&T and SunTrust shall coordinate with the other the declaration of any dividends in respect of BB&T Common Stock and SunTrust Common Stock and the record dates and payment dates relating thereto, it being the intention of the parties hereto that holders of SunTrust Common Stock shall not receive two dividends, or fail to receive one dividend, in any quarter with respect to their shares of SunTrust Common Stock and any shares of BB&T Common Stock any such holder receives in exchange therefor in the Merger.

6.11 Shareholder Litigation. Each party shall give the other party prompt notice of any shareholder litigation against such party or its directors or officers relating to the transactions contemplated by this Agreement, and shall give the other party the opportunity to participate (at such other's party's expense) in the defense or settlement of any such litigation. Each party shall give the other the right to review and comment on all filings or responses to be made by such party in connection with any such litigation, and will in good faith take such comments into account. No party shall agree to settle any such litigation without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, that the other party shall not be obligated to consent to any settlement which does not include a full release of such other party and its affiliates or which imposes an injunction or other equitable relief after the Effective Time upon the Surviving Entity or any of its affiliates.

6.12 Corporate Governance; Headquarters.

(a) Prior to the Effective Time, the Board of Directors of BB&T shall take all actions necessary to adopt the BB&T Bylaw Amendment and the resolutions referenced therein and to effect the requirements referenced therein that are to be effected as of the Effective Time. Effective as of the Effective Time, in accordance with the BB&T Bylaw Amendment, the number of directors that will comprise the full Board of Directors of the Surviving Entity and the full Board of Directors of BB&T Subsidiary Bank shall each be twenty-two (22). Of the members of the initial Board of Directors of the Surviving Entity as of the Effective Time and of the initial Board of Directors of BB&T Subsidiary Bank as of the effective time of the Bank Merger, one shall be the Chief Executive Officer of BB&T as of immediately prior to the Effective Time, one shall be the Chief Executive Officer of SunTrust as of immediately prior to the Effective Time, ten (10) shall be members of the Board of Directors of BB&T as of immediately prior to the Effective Time, designated by BB&T, and ten (10) shall be members of the Board of Directors of SunTrust as of immediately prior to the Effective Time, designated by SunTrust.

(b) In accordance with, and to the extent provided in, the BB&T Bylaws Amendment: (i) effective as of the Effective Time, Mr. Kelly S. King shall continue to serve as Chairman of the Board of Directors and Chief Executive Officer of the Surviving Entity and BB&T Subsidiary Bank, and Mr. William H. Rogers, Jr. shall become the President and Chief Operating Officer of the Surviving Entity and BB&T Subsidiary Bank; (ii) Mr. Rogers shall be the successor to Mr. King as the Chief Executive Officer of the Surviving Entity and of BB&T Subsidiary Bank, with such succession to become effective on September 12, 2021 or any such earlier date as of which Mr. King ceases for any reason to serve in the position of Chief Executive Officer of the Surviving Entity or of BB&T Subsidiary Bank, as applicable (the date

of such Surviving Entity succession, the “CEO Succession Date”); (iii) subject to Mr. King’s death, resignation or disqualification, from the CEO Succession Date through March 12, 2022, Mr. King shall serve as Executive Chairman of the Surviving Entity and of BB&T Subsidiary Bank; (iv) Mr. Rogers shall be the successor to Mr. King as the Chairman of the Board of Directors of the Surviving Entity and of BB&T Subsidiary Bank, with such succession to become effective on March 12, 2022, or any such earlier date as of which Mr. King ceases for any reason to serve in the position of Chairman of the Board of Directors of the Surviving Entity or of BB&T Subsidiary Bank, as applicable (the date of such Surviving Entity succession, the “Chairman Succession Date”); (v) subject to Mr. King’s death, resignation or disqualification, from the Chairman Succession Date until September 12, 2022, Mr. King shall serve as a consultant to the Surviving Entity and to BB&T Subsidiary Bank; and (vi) subject to Mr. King’s death, resignation or disqualification, Mr. King will be nominated to serve as a director of the Surviving Entity and BB&T Subsidiary Bank for each term of service of directors beginning at any time prior to December 31, 2023.

(c) As of the Effective Time, (i) the headquarters of the Surviving Entity and BB&T Subsidiary Bank will be located in Charlotte, North Carolina; (ii) the hub for the Surviving Entity’s and BB&T Subsidiary Bank’s wholesale business shall be located in Atlanta, Georgia; (iii) the hub for the Surviving Entity’s and BB&T Subsidiary Bank’s consumer and community banking business shall be located in Winston-Salem, North Carolina; and (iv) the hub for the Surviving Entity’s and BB&T Subsidiary Bank’s technology and innovation operations shall be located in Charlotte, North Carolina.

(d) As of and from the Effective Time, the name of the Surviving Entity will be a name to be mutually agreed upon by SunTrust and BB&T prior to the Closing Date.

(e) The bylaws of BB&T Subsidiary Bank in effect as the effective time of the Bank Merger will be consistent in all respects with the foregoing provisions of this Section 6.12.

6.13 Commitments to the Community. Following the Effective Time, the Surviving Entity will increase the level of philanthropic and community investment provided by SunTrust in Atlanta, Georgia and by BB&T in Winston-Salem, North Carolina, respectively, in each case relative to the level of such investment as of immediately prior to the Effective Time.

#### 6.14 Acquisition Proposals.

(a) Each party agrees that it will not, and will cause each of its Subsidiaries and its and their respective officers, directors, employees, agents, advisors and representatives (collectively, “Representatives”) not to, directly or indirectly, (i) initiate, solicit, knowingly encourage or knowingly facilitate any inquiries or proposals with respect to any Acquisition Proposal, (ii) engage or participate in any negotiations with any person concerning any Acquisition Proposal, (iii) provide any confidential or nonpublic information or data to, have or participate in any discussions with any person relating to any Acquisition Proposal or (iv) unless this Agreement has been terminated in accordance with its terms, approve or enter into any term sheet, letter of intent, commitment, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement or other agreement (whether written or oral, binding or

nonbinding) (other than a confidentiality agreement referred to an entered into in accordance with this Section 6.14) in connection with or relating to any Acquisition Proposal.

Notwithstanding the foregoing, in the event that after the date of this Agreement and prior to the receipt of the Requisite BB&T Vote, in the case of BB&T, or the Requisite SunTrust Vote, in the case of SunTrust, a party receives an unsolicited *bona fide* written Acquisition Proposal, such party may, and may permit its Subsidiaries and its and its Subsidiaries' Representatives to, furnish or cause to be furnished confidential or nonpublic information or data and participate in such negotiations or discussions with the person making the Acquisition Proposal if the Board of Directors of such party concludes in good faith (after receiving the advice of its outside counsel, and with respect to financial matters, its financial advisors) that failure to take such actions would be more likely than not to result in a violation of its fiduciary duties under applicable law; provided, that, prior to furnishing any confidential or nonpublic information permitted to be provided pursuant to this sentence, such party shall have entered into a confidentiality agreement with the person making such Acquisition Proposal on terms no less favorable to it than the Confidentiality Agreement, which confidentiality agreement shall not provide such person with any exclusive right to negotiate with such party. Each party will, and will cause its Representatives to, immediately cease and cause to be terminated any activities, discussions or negotiations conducted before the date of this Agreement with any person other than SunTrust or BB&T, as applicable, with respect to any Acquisition Proposal. Each party will promptly (within twenty-four (24) hours) advise the other party following receipt of any Acquisition Proposal or any inquiry which could reasonably be expected to lead to an Acquisition Proposal, and the substance thereof (including the terms and conditions of and the identity of the person making such inquiry or Acquisition Proposal), will provide the other party with an unredacted copy of any such Acquisition Proposal and any draft agreements, proposals or other materials received in connection with any such inquiry or Acquisition Proposal, and will keep the other party apprised of any related developments, discussions and negotiations on a current basis, including any amendments to or revisions of the terms of such inquiry or Acquisition Proposal. Each party shall use its reasonable best efforts to enforce any existing confidentiality or standstill agreements to which it or any of its Subsidiaries is a party in accordance with the terms thereof. As used in this Agreement, "Acquisition Proposal" shall mean, with respect to BB&T or SunTrust, as applicable, other than the transactions contemplated by this Agreement, any offer, proposal or inquiry relating to, or any third-party indication of interest in, (i) any acquisition or purchase, direct or indirect, of twenty-five percent (25%) or more of the consolidated assets of a party and its Subsidiaries or twenty-five percent (25%) or more of any class of equity or voting securities of a party or its Subsidiaries whose assets, individually or in the aggregate, constitute more twenty-five percent (25%) or more of the consolidated assets of the party, (ii) any tender offer (including a self-tender offer) or exchange offer that, if consummated, would result in such third party beneficially owning twenty-five percent (25%) or more of any class of equity or voting securities of a party or its Subsidiaries whose assets, individually or in the aggregate, constitute twenty-five percent (25%) or more of the consolidated assets of the party, or (iii) a merger, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving a party or its Subsidiaries whose assets, individually or in the aggregate, constitute twenty-five percent (25%) or more of the consolidated assets of the party.

(b) Nothing contained in this Agreement shall prevent a party or its Board of Directors from complying with Rule 14d-9 and Rule 14e-2 under the Exchange Act with respect

to an Acquisition Proposal; provided, that such rules will in no way eliminate or modify the effect that any action pursuant to such rules would otherwise have under this Agreement.

6.15 Public Announcements. SunTrust and BB&T agree that the initial press release with respect to the execution and delivery of this Agreement shall be a release mutually agreed to by the parties. Thereafter, each of the parties agrees that no public release or announcement or statement concerning this Agreement or the transactions contemplated hereby shall be issued by any party without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), except (i) as required by applicable law or the rules or regulations of any applicable Governmental Entity or stock exchange to which the relevant party is subject, in which case the party required to make the release or announcement shall consult with the other party about, and allow the other party reasonable time to comment on, such release or announcement in advance of such issuance or (ii) for such releases, announcements or statements that are consistent with other such releases, announcement or statements made after the date of this Agreement in compliance with this Section 6.15.

6.16 Change of Method. SunTrust and BB&T shall be empowered, upon their mutual agreement, at any time prior to the Effective Time, to change the method or structure of effecting the combination of SunTrust and BB&T (including the provisions of Article I), if and to the extent they both deem such change to be necessary, appropriate or desirable; provided, however, that no such change shall (i) alter or change the Exchange Ratio or the number of shares of BB&T Common Stock received by holders of SunTrust Common Stock in exchange for each share of SunTrust Common Stock, (ii) adversely affect the Tax treatment of SunTrust's shareholders or BB&T's shareholders pursuant to this Agreement, (iii) adversely affect the Tax treatment of SunTrust or BB&T pursuant to this Agreement or (iv) materially impede or delay the consummation of the transactions contemplated by this Agreement in a timely manner. The Parties agree to reflect any such change in an appropriate amendment to this Agreement executed by both parties in accordance with Section 9.1.

6.17 Restructuring Efforts. If either SunTrust or BB&T shall have failed to obtain the Requisite SunTrust Vote or the Requisite BB&T Vote at the duly convened SunTrust Meeting or BB&T Meeting, as applicable, or any adjournment or postponement thereof, each of the parties shall in good faith use its reasonable best efforts to negotiate a restructuring of the transactions provided for herein (it being understood that neither party shall have any obligation to alter or change any material terms, including the amount or kind of the consideration to be issued to holders of the capital stock of SunTrust as provided for in this Agreement, in a manner adverse to such party or its shareholders) and/or resubmit this Agreement and the transactions contemplated hereby (or as restructured pursuant to this Section 6.17) to its respective shareholders for approval.

6.18 Takeover Statutes. None of SunTrust, BB&T or their respective Boards of Directors shall take any action that would cause any Takeover Statute to become applicable to this Agreement, the Merger, or any of the other transactions contemplated hereby, and each shall take all necessary steps to exempt (or ensure the continued exemption of) the Merger and the other transactions contemplated hereby from any applicable Takeover Statute now or hereafter in effect. If any Takeover Statute may become, or may purport to be, applicable to the transactions

contemplated hereby, each party and the members of their respective Boards of Directors will grant such approvals and take such actions as are necessary so that the transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to eliminate or minimize the effects of any Takeover Statute on any of the transactions contemplated by this Agreement, including, if necessary, challenging the validity or applicability of any such Takeover Statute.

6.19 Treatment of SunTrust Indebtedness. Upon the Effective Time, BB&T shall assume the due and punctual performance and observance of the covenants to be performed by SunTrust under the indentures set forth on Section 6.19 of the SunTrust Disclosure Schedule, and the due and punctual payment of the principal of (and premium, if any) and interest on, the notes governed thereby. In connection therewith, BB&T and SunTrust shall cooperate and use reasonable best efforts to execute and deliver any supplemental indentures, officer's certificates or other documents, and the parties hereto shall cooperate and use reasonable best efforts to provide any opinion of counsel to the trustee thereof, required to make such assumption effective as of the Effective Time.

6.20 Exemption from Liability Under Section 16(b). SunTrust and BB&T agree that, in order to most effectively compensate and retain SunTrust Insiders, both prior to and after the Effective Time, it is desirable that SunTrust Insiders not be subject to a risk of liability under Section 16(b) of the Exchange Act to the fullest extent permitted by applicable law in connection with the conversion of shares of SunTrust Common Stock and SunTrust Preferred Stock and SunTrust PSU Awards into shares of BB&T Common Stock and New BB&T Common Stock in the Merger and the conversion of SunTrust Equity Awards into corresponding BB&T Equity Awards in the Merger, and for that compensatory and retentive purpose agree to the provisions of this Section 6.20. SunTrust shall deliver to BB&T in a reasonably timely fashion prior to the Effective Time accurate information regarding those officers and directors of SunTrust subject to the reporting requirements of Section 16(a) of the Exchange Act (the "SunTrust Insiders"), and the Board of Directors of BB&T and of SunTrust, or a committee of non-employee directors thereof (as such term is defined for purposes of Rule 16b-3(d) under the Exchange Act), shall reasonably promptly thereafter, and in any event prior to the Effective Time, take all such steps as may be required to cause (in the case of SunTrust) any dispositions of SunTrust Common Stock, SunTrust Preferred Stock or SunTrust Equity Awards by the SunTrust Insiders, and (in the case of BB&T) any acquisitions of BB&T Common Stock, New BB&T Preferred Stock, or BB&T Equity Awards by any SunTrust Insiders who, immediately following the Merger, will be officers or directors of the Surviving Entity subject to the reporting requirements of Section 16(a) of the Exchange Act, in each case pursuant to the transactions contemplated by this Agreement, to be exempt from liability pursuant to Rule 16b-3 under the Exchange Act to the fullest extent permitted by applicable law.

## ARTICLE VII

### CONDITIONS PRECEDENT

7.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of the parties to effect the Merger shall be subject to the satisfaction at or prior to the Effective Time of the following conditions:

(a) Shareholder Approvals. This Agreement shall have been approved by the shareholders of BB&T by the Requisite BB&T Vote and by the shareholders of SunTrust by the Requisite SunTrust Vote.

(b) NYSE Listing. The shares of BB&T Common Stock that shall be issuable pursuant to this Agreement shall have been authorized for listing on the NYSE, subject to official notice of issuance.

(c) Regulatory Approvals. (i) All Requisite Regulatory Approvals shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired or been terminated and (ii) no such Requisite Regulatory Approval shall have resulted in the imposition of any Materially Burdensome Regulatory Condition.

(d) S-4. The S-4 shall have become effective under the Securities Act and no stop order suspending the effectiveness of the S-4 shall have been issued, and no proceedings for such purpose shall have been initiated or threatened by the SEC and not withdrawn.

(e) No Injunctions or Restraints; Illegality. No order, injunction or decree issued by any court or Governmental Entity of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger, the Bank Merger or any of the other transactions contemplated by this Agreement shall be in effect. No law, statute, rule, regulation, order, injunction or decree shall have been enacted, entered, promulgated or enforced by any Governmental Entity which prohibits or makes illegal consummation of the Merger, the Bank Merger or any of the other transactions contemplated by this Agreement.

7.2 Conditions to Obligations of BB&T. The obligation of BB&T to effect the Merger is also subject to the satisfaction, or waiver by BB&T, at or prior to the Effective Time, of the following conditions:

(a) Representations and Warranties. The representations and warranties of SunTrust set forth in Section 3.2(a) and Section 3.8(a) (in each case after giving effect to the lead-in to Article III) shall be true and correct (other than, in the case of Section 3.2(a), such failures to be true and correct as are *de minimis*) in each case as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such earlier date), and the representations and warranties of SunTrust set forth in Section 3.1(a), Section 3.1(b) (but only with respect to SunTrust Subsidiary Bank), Section 3.2(b) (but only with respect to SunTrust Subsidiary Bank), Section 3.3(a) and Section 3.7 (read without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties but, in each case, after giving effect to the lead-in to Article III) shall be true and

correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such earlier date). All other representations and warranties of SunTrust set forth in this Agreement (read without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties but, in each case, after giving effect to the lead-in to Article III) shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such earlier date); provided, however, that for purposes of this sentence, such representations and warranties shall be deemed to be true and correct unless the failure or failures of such representations and warranties to be so true and correct, either individually or in the aggregate, and without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties, has had or would reasonably be expected to have a Material Adverse Effect on SunTrust or the Surviving Entity. BB&T shall have received a certificate dated as of the Closing Date and signed on behalf of SunTrust by the Chief Executive Officer or the Chief Financial Officer of SunTrust to the foregoing effect.

(b) Performance of Obligations of SunTrust. SunTrust shall have performed in all material respects the obligations, covenants and agreements required to be performed by it under this Agreement at or prior to the Closing Date, and BB&T shall have received a certificate dated as of the Closing Date and signed on behalf of SunTrust by the Chief Executive Officer or the Chief Financial Officer of SunTrust to such effect.

(c) Federal Tax Opinion. BB&T shall have received the opinion of Wachtell, Lipton, Rosen & Katz, in form and substance reasonably satisfactory to BB&T, dated as of the Closing Date, to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the Merger will qualify as a “reorganization” within the meaning of Section 368(a) of the Code. In rendering such opinion, counsel may require and rely upon representations contained in certificates of officers of BB&T and SunTrust, reasonably satisfactory in form and substance to such counsel.

7.3 Conditions to Obligations of SunTrust. The obligation of SunTrust to effect the Merger is also subject to the satisfaction, or waiver by SunTrust, at or prior to the Effective Time of the following conditions:

(a) Representations and Warranties. The representations and warranties of BB&T set forth in Section 4.2(a) and Section 4.8(a) (in each case, after giving effect to the lead-in to Article IV) shall be true and correct (other than, in the case of Section 4.2(a), such failures to be true and correct as are *de minimis*) in each case as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such earlier date), and the representations and warranties of BB&T set forth in Section 4.1(a), Section 4.1(b) (but only with respect to BB&T Subsidiary Bank), Section 4.2(b) (but only with respect to BB&T Subsidiary Bank), Section 4.3(a) and Section 4.7 (read without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties but, in each case, after giving effect to the lead-in to Article IV) shall be true and correct in all material

respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such earlier date). All other representations and warranties of BB&T set forth in this Agreement (read without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties but, in each case, after giving effect to the lead-in to Article IV) shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case as of such earlier date), provided, however, that for purposes of this sentence, such representations and warranties shall be deemed to be true and correct unless the failure or failures of such representations and warranties to be so true and correct, either individually or in the aggregate, and without giving effect to any qualification as to materiality or Material Adverse Effect set forth in such representations or warranties, has had or would reasonably be expected to have a Material Adverse Effect on BB&T. SunTrust shall have received a certificate dated as of the Closing Date and signed on behalf of BB&T by the Chief Executive Officer or the Chief Financial Officer of BB&T to the foregoing effect.

(b) Performance of Obligations of BB&T. BB&T shall have performed in all material respects the obligations, covenants and agreements required to be performed by it under this Agreement at or prior to the Closing Date, including, but not limited to, the covenant to take all actions necessary to adopt the BB&T Bylaw Amendment and the resolutions referenced therein and to effect the requirements referenced therein that are to be effected as of the Effective Time, and SunTrust shall have received a certificate dated as of the Closing Date and signed on behalf of BB&T by the Chief Executive Officer or the Chief Financial Officer of BB&T to such effect.

(c) Federal Tax Opinion. SunTrust shall have received the opinion of Sullivan & Cromwell LLP, in form and substance reasonably satisfactory to SunTrust, dated as of the Closing Date, to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion, the Merger will qualify as a “reorganization” within the meaning of Section 368(a) of the Code. In rendering such opinion, counsel may require and rely upon representations contained in certificates of officers of BB&T and SunTrust, reasonably satisfactory in form and substance to such counsel.

## ARTICLE VIII

### TERMINATION AND AMENDMENT

8.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after receipt of the Requisite SunTrust Vote or the Requisite BB&T Vote:

(a) by mutual written consent of BB&T and SunTrust;

(b) by either BB&T or SunTrust if any Governmental Entity that must grant a Requisite Regulatory Approval has denied approval of the Merger or the Bank Merger and such denial has become final and nonappealable or any Governmental Entity of competent jurisdiction

shall have issued a final and nonappealable order, injunction, decree or other legal restraint or prohibition permanently enjoining or otherwise prohibiting or making illegal the consummation of the Merger or the Bank Merger, unless the failure to obtain a Requisite Regulatory Approval shall be due to the failure of the party seeking to terminate this Agreement to perform or observe the obligations, covenants and agreements of such party set forth herein;

(c) by either BB&T or SunTrust if the Merger shall not have been consummated on or before February 7, 2020 (the “Termination Date”), unless the failure of the Closing to occur by such date shall be due to the failure of the party seeking to terminate this Agreement to perform or observe the obligations, covenants and agreements of such party set forth herein;

(d) by either BB&T or SunTrust (provided, that the terminating party is not then in material breach of any representation, warranty, obligation, covenant or other agreement contained herein) if there shall have been a breach of any of the obligations, covenants or agreements or any of the representations or warranties (or any such representation or warranty shall cease to be true) set forth in this Agreement on the part of SunTrust, in the case of a termination by BB&T, or BB&T, in the case of a termination by SunTrust, which breach or failure to be true, either individually or in the aggregate with all other breaches by such party (or failures of such representations or warranties to be true), would constitute, if occurring or continuing on the Closing Date, the failure of a condition set forth in Section 7.2, in the case of a termination by BB&T, or Section 7.3, in the case of a termination by SunTrust, and which is not cured within forty-five (45) days following written notice to SunTrust, in the case of a termination by BB&T, or BB&T, in the case of a termination by SunTrust, or by its nature or timing cannot be cured during such period (or such fewer days as remain prior to the Termination Date);

(e) by SunTrust, if (i) BB&T or the Board of Directors of BB&T shall have made a Recommendation Change or (ii) BB&T or the Board of Directors of BB&T shall have breached its obligations under Section 6.3 or 6.14 in any material respect; or

(f) by BB&T, if (i) SunTrust or the Board of Directors of SunTrust shall have made a Recommendation Change or (ii) SunTrust or the Board of Directors of SunTrust shall have breached its obligations under Section 6.3 or 6.14 in any material respect.

## 8.2 Effect of Termination.

(a) In the event of termination of this Agreement by either BB&T or SunTrust as provided in Section 8.1, this Agreement shall forthwith become void and have no effect, and none of BB&T, SunTrust, any of their respective Subsidiaries or any of the officers or directors of any of them shall have any liability of any nature whatsoever hereunder, or in connection with the transactions contemplated hereby, except that (i) Section 6.2(b) (Access to Information; Confidentiality), Section 6.15 (Public Announcements), this Section 8.2 and Article IX shall survive any termination of this Agreement, and (ii) notwithstanding anything to the contrary contained in this Agreement, neither BB&T nor SunTrust shall be relieved or released from any liabilities or damages arising out of its willful and material breach of any provision of this Agreement.

(b) (i) In the event that after the date of this Agreement and prior to the termination of this Agreement, a *bona fide* Acquisition Proposal shall have been communicated to or otherwise made known to the Board of Directors or senior management of SunTrust or shall have been made directly to the shareholders of SunTrust or any person shall have publicly announced (and not withdrawn at least two (2) business days prior to the SunTrust Meeting) an Acquisition Proposal, in each case with respect to SunTrust and (A) (x) thereafter this Agreement is terminated by either BB&T or SunTrust pursuant to Section 8.1(c) without the Requisite SunTrust Vote having been obtained (and all other conditions set forth in Section 7.1 and Section 7.3 were satisfied or were capable of being satisfied prior to such termination) or (y) thereafter this Agreement is terminated by BB&T pursuant to Section 8.1(d) as a result of a willful breach, and (B) prior to the date that is twelve (12) months after the date of such termination, SunTrust enters into a definitive agreement or consummates a transaction with respect to an Acquisition Proposal (whether or not the same Acquisition Proposal as that referred to above), then SunTrust shall, on the earlier of the date it enters into such definitive agreement and the date of consummation of such transaction, pay BB&T, by wire transfer of same-day funds, a fee equal to \$1,121,000,000 (the “Termination Fee”); provided, that for purposes of this Section 8.2(b)(i), all references in the definition of Acquisition Proposal to “twenty-five percent (25%)” shall instead refer to “fifty percent (50%).”

(ii) In the event that this Agreement is terminated by BB&T pursuant to Section 8.1(f), then SunTrust shall pay BB&T, by wire transfer of same-day funds, the Termination Fee within two (2) business days of the date of termination.

(c) (i) In the event that after the date of this Agreement and prior to the termination of this Agreement, a *bona fide* Acquisition Proposal shall have been communicated to or otherwise made known to the Board of Directors or senior management of BB&T or shall have been made directly to the shareholders of BB&T or any person shall have publicly announced (and not withdrawn at least two (2) business days prior to the BB&T Meeting) an Acquisition Proposal, in each case with respect to BB&T and (A) (x) thereafter this Agreement is terminated by either BB&T or SunTrust pursuant to Section 8.1(c) without the Requisite BB&T Vote having been obtained (and all other conditions set forth in Section 7.1 and Section 7.2 were satisfied or were capable of being satisfied prior to such termination) or (y) thereafter this Agreement is terminated by SunTrust pursuant to Section 8.1(d) as a result of a willful breach, and (B) prior to the date that is twelve (12) months after the date of such termination, BB&T enters into a definitive agreement or consummates a transaction with respect to an Acquisition Proposal (whether or not the same Acquisition Proposal as that referred to above), then BB&T shall, on the earlier of the date it enters into such definitive agreement and the date of consummation of such transaction, pay SunTrust the Termination Fee by wire transfer of same-day funds; provided, that for purposes of this Section 8.2(c)(i), all references in the definition of Acquisition Proposal to “twenty-five percent (25%)” shall instead refer to “fifty percent (50%).”

(ii) In the event that this Agreement is terminated by SunTrust pursuant to Section 8.1(e), then BB&T shall pay SunTrust, by wire transfer of same-day funds, the Termination Fee within two (2) business days of the date of termination.

(d) Notwithstanding anything to the contrary herein, but without limiting the right of any party to recover liabilities or damages to the extent permitted herein, in no event shall either party be required to pay the Termination Fee more than once.

(e) Each of BB&T and SunTrust acknowledges that the agreements contained in this Section 8.2 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, the other party would not enter into this Agreement; accordingly, if BB&T or SunTrust, as the case may be, fails promptly to pay the amount due pursuant to this Section 8.2, and, in order to obtain such payment, the other party commences a suit which results in a judgment against the non-paying party for the Termination Fee or any portion thereof, such non-paying party shall pay the costs and expenses of the other party (including attorneys' fees and expenses) in connection with such suit. In addition, if BB&T or SunTrust, as the case may be, fails to pay the amounts payable pursuant to this Section 8.2, then such party shall pay interest on such overdue amounts at a rate per annum equal to the "prime rate" published in the *Wall Street Journal* on the date on which such payment was required to be made for the period commencing as of the date that such overdue amount was originally required to be paid and ending on the date that such overdue amount is actually paid in full.

## ARTICLE IX

### GENERAL PROVISIONS

9.1 Amendment. Subject to compliance with applicable law, this Agreement may be amended by the parties hereto at any time before or after the receipt of the Requisite BB&T Vote or the Requisite SunTrust Vote; provided, however, that after the receipt of the Requisite BB&T Vote or the Requisite SunTrust Vote, there may not be, without further approval of the shareholders of BB&T or SunTrust, as applicable, any amendment of this Agreement that requires such further approval under applicable law. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

9.2 Extension; Waiver. At any time prior to the Effective Time, each of the parties hereto may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other party hereto, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered by such other party pursuant hereto, and (c) waive compliance with any of the agreements or satisfaction of any conditions for its benefit contained herein; provided, however, that after the receipt of the Requisite BB&T Vote or the Requisite SunTrust Vote, there may not be, without further approval of the shareholders of BB&T or SunTrust, as applicable, any extension or waiver of this Agreement or any portion thereof that requires such further approval under applicable law. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.3 Nonsurvival of Representations, Warranties and Agreements. None of the representations, warranties, obligations, covenants and agreements in this Agreement (or in any

certificate delivered pursuant to this Agreement) shall survive the Effective Time, except for Section 6.7 and for those other obligations, covenants and agreements contained herein which by their terms apply in whole or in part after the Effective Time.

9.4 Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense; provided, however, that the costs and expenses of printing and mailing the Joint Proxy Statement and all filing and other fees paid to Governmental Entities in connection with the Merger and the other transactions contemplated hereby shall be borne equally by BB&T and SunTrust.

9.5 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by e-mail transmission (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to SunTrust, to:

SunTrust Banks, Inc.  
303 Peachtree Street, N.E.  
Atlanta, Georgia  
Attention: Ellen Fitzsimmons, General Counsel  
E-mail: Ellen.Fitzsimmons@SunTrust.com

*With a copy (which shall not constitute notice) to:*

Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
Attention: H. Rodgin Cohen  
Mitchell S. Eitel  
Facsimile: (212) 558-3588  
Email: cohenhr@sullcrom.com  
eitelm@sullcrom.com

and

(b) if to BB&T, to:

BB&T Corporation  
200 West Second Street  
Winston-Salem, North Carolina 27101  
Attention: Robert J. Johnson  
E-mail: RJJohnson@BBandT.com

*With a copy (which shall not constitute notice) to:*

Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, NY 10019  
Attention: Edward D. Herlihy  
Matthew M. Guest  
E-mail: EDHerlihy@wlrk.com  
MGuest@wlrk.com

9.6 Interpretation. The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. When a reference is made in this Agreement to Articles, Sections, Exhibits or Schedules, such reference shall be to an Article or Section of or Exhibit or Schedule to this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The word “or” shall not be exclusive. References to “the date hereof” shall mean the date of this Agreement. As used in this Agreement, the “knowledge” of SunTrust means the actual knowledge of any of the officers of SunTrust listed on Section 9.6 of the SunTrust Disclosure Schedule, and the “knowledge” of BB&T means the actual knowledge of any of the officers of BB&T listed on Section 9.6 of the BB&T Disclosure Schedule. As used herein, (i) the term “person” means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Entity or other entity of any kind or nature, (ii) an “affiliate” of a specified person is any person that directly or indirectly controls, is controlled by, or is under common control with, such specified person and (iii) the term “made available” means any document or other information that was (a) provided by one party or its representatives to the other party and its representatives at least one (1) day prior to the date hereof, (b) included in the virtual data room of a party at least one (1) day prior to the date hereof or (c) filed by a party with the SEC and publicly available on EDGAR at least one (1) day prior to the date hereof. The SunTrust Disclosure Schedule and the BB&T Disclosure Schedule, as well as all other schedules and all exhibits hereto, shall be deemed part of this Agreement and included in any reference to this Agreement. Nothing contained herein shall require any party or person to take any action in violation of applicable law.

9.7 Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

9.8 Entire Agreement. This Agreement (including the documents and instruments referred to herein) together with the Confidentiality Agreement constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

9.9 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any applicable conflicts of law principles (except that matters relating to the fiduciary duties of the Board of Directors of SunTrust shall be subject to the laws of the State of Georgia and matters relating to the fiduciary duties of the Board of Directors of BB&T shall be subject to the laws of the State of North Carolina).

(b) Each party agrees that it will bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions contemplated hereby exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any federal or state court of competent jurisdiction located in the State of Delaware (the "Chosen Courts"), and, solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party and (iv) agrees that service of process upon such party in any such action or proceeding will be effective if notice is given in accordance with Section 9.5.

9.10 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY LAW AT THE TIME OF INSTITUTION OF THE APPLICABLE LITIGATION, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.10.

9.11 Assignment; Third-Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party. Any purported assignment in contravention hereof shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Except as otherwise specifically provided in Section 6.7, this Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the parties hereto any

rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein. The representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties. Any inaccuracies in such representations and warranties are subject to waiver by the parties hereto in accordance herewith without notice or liability to any other person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties hereto of risks associated with particular matters regardless of the knowledge of any of the parties hereto. Consequently, persons other than the parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

9.12 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and, accordingly, that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof (including the parties' obligation to consummate the Merger), in addition to any other remedy to which they are entitled at law or in equity. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security or a bond as a prerequisite to obtaining equitable relief.

9.13 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction such that the invalid, illegal or unenforceable provision or portion thereof shall be interpreted to be only so broad as is enforceable.

9.14 Confidential Supervisory Information. Notwithstanding any other provision of this Agreement, no disclosure, representation or warranty shall be made (or other action taken) pursuant to this Agreement that would involve the disclosure of confidential supervisory information (including confidential supervisory information as defined in 12 C.F.R. § 261.2(c) and as identified in 12 C.F.R. § 309.5(g)(8)) of a Governmental Entity by any party to this Agreement to the extent prohibited by applicable law. To the extent legally permissible, appropriate substitute disclosures or actions shall be made or taken under circumstances in which the limitations of the preceding sentence apply.

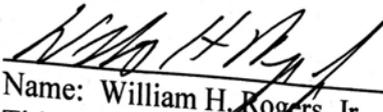
9.15 Delivery by Facsimile or Electronic Transmission. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by means of a facsimile machine or by e-mail delivery of a ".pdf" format data file, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or e-mail delivery of a ".pdf" format data file to deliver a signature to this Agreement or any amendment

hereto or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format data file as a defense to the formation of a contract and each party hereto forever waives any such defense.

*[Signature Page Follows]*

IN WITNESS WHEREOF, SunTrust and BB&T have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

**SUNTRUST BANKS, INC.**

By:   
Name: William H. Rogers, Jr.  
Title: Chairman and Chief Executive Officer

**BB&T CORPORATION**

By: \_\_\_\_\_  
Name: Kelly S. King  
Title: Chairman and Chief Executive Officer

IN WITNESS WHEREOF, SunTrust and BB&T have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

**SUNTRUST BANKS, INC.**

By: \_\_\_\_\_  
Name: William H. Rogers, Jr.  
Title: Chairman and Chief Executive Officer

**BB&T CORPORATION**

By: Kelly S. King  
Name: Kelly S. King  
Title: Chairman and Chief Executive Officer

**Exhibit A**

Form of BB&T Bylaw Amendment

## FORM OF AMENDMENT TO BYLAWS OF BB&T CORPORATION

The Amended and Restated Bylaws (the “Bylaws”) of BB&T Corporation (the “Corporation”) shall be amended as follows, effective as of the Effective Time (as such term is defined in the Agreement and Plan of Merger, dated as of February 7, 2019, by and between the Corporation and SunTrust Banks, Inc. (the “Merger Agreement”)):

A new Section 14 shall be added to Article III, as follows:

Section 14. CEO and Chairman Position and Succession; Board Composition; Headquarters.

- (a) The Board of Directors has resolved that, effective as of the Effective Time (for all purposes of this Section 14, as defined in the Agreement and Plan of Merger, dated as of February 7, 2019, by and between the Corporation and SunTrust Banks, Inc. (“SunTrust”), as the same may be amended from time to time (the “Merger Agreement”)), Mr. Kelly S. King shall continue to serve as Chairman of the Board of Directors and Chief Executive Officer of the Corporation and of the Corporation’s wholly owned subsidiary, Branch Banking and Trust Company (“Branch Bank”) and Mr. William H. Rogers, Jr. shall become the President and Chief Operating Officer of the Corporation and of Branch Bank. The Board of Directors has further resolved that (i) Mr. Rogers shall be the successor to Mr. King as the Chief Executive Officer of the Corporation and of Branch Bank, with such succession to become effective on September 12, 2021 or any such earlier date as of which Mr. King ceases for any reason to serve in the position of Chief Executive Officer of the Corporation or of Branch Bank, as applicable, (the date of such Corporation succession, the “CEO Succession Date”); (ii) subject to Mr. King’s death, resignation or disqualification, from the CEO Succession Date through March 12, 2022, Mr. King shall serve as Executive Chairman of the Corporation and Branch Bank; (iii) Mr. Rogers shall be the successor to Mr. King as the Chairman of the Board of Directors of the Corporation and of Branch Bank, with such succession to become effective on March 12, 2022, or any such earlier date as of which Mr. King ceases for any reason to serve in the position of Chairman of the Board of Directors of the Corporation or of Branch Bank, as applicable (the date of such Corporation succession, the “Chairman Succession Date”); and (iv) subject to Mr. King’s death, resignation or disqualification, from the Chairman Succession Date until September 12, 2022, Mr. King shall serve as a consultant to the Corporation and to Branch Bank. The Corporation may enter into or amend appropriate agreements or arrangements with Mr. King and Mr. Rogers in connection with the subject matter of this Article III, Section 14(a) (any such agreement or arrangement, as may be amended, supplemented or modified from time to time, an “Employment Agreement”).
- (b) (i) Prior to the date that is the third (3rd) anniversary of the Effective Time (such date, the “Expiration Date”), the removal of Mr. Rogers from, or the failure to appoint or re-elect Mr. Rogers to, any of the positions specifically provided for in this Article III, Section 14 and in any Employment Agreement with Mr. Rogers at the times specifically provided for in this Article III, Section 14 or in any Employment Agreement with Mr. Rogers, (ii) prior to the Expiration Date, the removal of Mr. King from, or the failure to appoint or re-

elect Mr. King to, any of the positions specifically provided for in this Article III, Section 14 and in any Employment Agreement with Mr. King at the times specifically provided for in this Article III, Section 14 or in any Employment Agreement with Mr. King, (iii) prior to the Expiration Date, any determination not to nominate Mr. Rogers as a director of the Corporation or Branch Bank or (iv) any determination not to nominate Mr. King as a director of the Corporation or Branch Bank for each term of service of directors beginning at any time prior to December 31, 2023, shall each require the affirmative vote of at least 75% of the full Board of Directors.

- (c) Effective as of the Effective Time, the Board of Directors of the Corporation and the Board of Directors of Branch Bank shall be comprised of eleven (11) Continuing SunTrust Directors, including the Chief Executive Officer of SunTrust as of immediately prior to the Effective Time, and eleven (11) Continuing BB&T Directors, including the Chief Executive Officer of the Corporation as of immediately prior to the Effective time. From and after the Effective Time through the Expiration Date: (i) the number of directors that comprises the full Board of Directors of the Corporation and the full Board of Directors of Branch Bank shall each be twenty-two (22); and (ii) no vacancy on the Board of Directors or the Corporation or Branch Bank created by the cessation of service of a director shall be filled by the applicable Board of Directors and the applicable Board of Directors shall not nominate any individual to fill such vacancy, unless (x) such individual would be an independent director of the Corporation or Branch Bank, as applicable, (y) in the case of a vacancy created by the cessation of service of a Continuing SunTrust Director, not less than a majority of the Continuing SunTrust Directors have approved the appointment or nomination (as applicable) of the individual appointed or nominated (as applicable) to fill such vacancy, in which case the Continuing BB&T Directors shall vote to approve the appointment or nomination (as applicable) of such individual, and (z) in the case of a vacancy created by the cessation of service of a Continuing BB&T Director, not less than a majority of the Continuing BB&T Directors have approved the appointment or nomination (as applicable) of the individual appointed or nominated (as applicable) to fill such vacancy, in which case the Continuing SunTrust Directors shall vote to approve the appointment or nomination (as applicable) of such individual; provided, that any such appointment or nomination pursuant to clause (y) or (z) shall be made in accordance with applicable law and the rules of the New York Stock Exchange (or other national securities exchange on which the Corporation's securities are listed). For purposes of this Article III, Section 14, the terms "Continuing SunTrust Directors" and "Continuing BB&T Directors" shall mean, respectively, the directors of the Corporation and SunTrust who were selected to be directors of the Corporation and Branch Bank by SunTrust or the Corporation, as the case may be, as of the Effective Time, pursuant to Section 6.12(a) of the Merger Agreement, and any directors of the Corporation or Branch Bank (as applicable) who were subsequently appointed or nominated and elected to fill a vacancy created by the cessation of service of a Continuing SunTrust Director or a Continuing BB&T Director, as applicable, pursuant to this Article III, Section 14(c).
- (d) The Board of Directors has resolved that, effective as of the Effective Time and until the Chairman Succession Date, the lead independent director (the "Lead Director") of the

Board of Directors shall be an independent director chosen by the Board of Directors from among the Continuing SunTrust Directors. At the Chairman Succession Date, the Lead Director shall be an independent director chosen by the Board of Directors from among the BB&T Continuing Directors, and thereafter shall serve in that capacity subject to the normal rotation policy for Lead Director service as set forth in the Corporation's Corporate Governance Guidelines, as then in effect, but for not less than two years.

- (e) The Chair of the Executive Committee of the Board of Directors shall be an independent member of the Board of Directors, chosen by the vote of the majority of the full Board of Directors.
- (f) (i) The headquarters of the Corporation shall be located in Charlotte, North Carolina; (ii) the hub for the Corporation's wholesale business shall be located in Atlanta, Georgia; (iii) the hub for the Corporation's consumer and community banking business shall be located in Winston-Salem, North Carolina; and (iv) the hub for the Corporation's technology and innovation operations shall be located in Charlotte, North Carolina.
- (g) Any determination by the Board of Directors that is inconsistent with the content and intent of the provisions set forth in the last two sentences of Section 6.6(c) of the Merger Agreement (which section is attached hereto as Exhibit A for reference), as in effect immediately prior to the Effective Time, and the actions taken by the Board of Directors and the Compensation Committee of the Board of Directors on [DATE] in furtherance thereof, shall require the affirmative vote of at least 75% of the full Board of Directors.
- (h) In the event of any inconsistency between any provision of this Article III, Section 14 and any other provision of these Bylaws or the Corporation's other constituent documents, the provisions of this Article III, Section 14 shall control. The provisions of Article III, Section 14(f)(i) and this second sentence of this Section 14(h) may be modified, amended or repealed, and any Bylaw provision inconsistent with such provisions may be adopted, only by the affirmative vote of at least 75% of the full Board of Directors and solely in connection with the entry into or consummation of a business combination transaction with another corporation (i) in which the Corporation merges with and into such other corporation, (ii) which is a merger of equals or (iii) as a result of which the shareholders of the Corporation prior to the effective time of the business combination hold less than 60% of the outstanding common stock of the surviving entity in such business combination. The provisions of Article III, Section 14(e), Section 14(g) and the first and third sentences of this Section 14(h) may be modified, amended or repealed, and any Bylaw provision inconsistent with such provisions may be adopted, only by the affirmative vote of at least 75% of the full Board of Directors. Until December 31, 2023, the provisions of Article III, Section 14(b)(iv) and this fourth sentence of this Section 14(h) may be modified, amended or repealed, and any Bylaw provision inconsistent with such provisions may be adopted, only by the affirmative vote of at least 75% of the full Board of Directors. Until the Expiration Date, the provisions of this Article III, Section 14 (other than Section 14(b)(iv), Section 14(e), Section 14(f)(i), Section 14(g) and the first four sentences of this Section 14(h), which are subject to the standards set forth in the preced-

ing sentences) may be modified, amended or repealed, and any Bylaw provision inconsistent with such provisions may be adopted, only by an affirmative vote of at least 75% of the full Board of Directors.

## **Exhibit A to Bylaw Amendment**

### **Section 6.6(c) of the Merger Agreement**

(c) The Surviving Entity agrees to honor in accordance with their terms all BB&T Benefit Plans and SunTrust Benefit Plans. In addition, prior to the Effective Time, BB&T may take such action as it deems necessary, including amending the BB&T Corporation Pension Plan and/or the BB&T Non-Qualified Defined Benefit Plan, so that (i) each participant in the BB&T Corporation Pension Plan and BB&T Non-Qualified Defined Benefit Plan immediately prior to the Effective Time shall be entitled to continued benefit accrual on a basis no less favorable than in effect immediately prior to the Effective Time (including as to any rights or features) for so long as such participant continues as an employee of the Surviving Entity or its Subsidiaries (or their respective successors or assigns) and (ii) following the Effective Time, the BB&T Corporation Pension Plan and BB&T Non-Qualified Defined Benefit Plan may not be terminated or amended so as to adversely impact any such participant or the benefit of any such participant, including any future benefit accruals or the vesting or entitlement to such future benefit accruals (including any rights or features of such accruals). Without limiting the foregoing and for purposes of clarity, any amendment to provide a lump sum cash out of a participant's accrued pension benefit shall be deemed to adversely impact the participant for purposes of the foregoing clause (ii).

Public Exhibit 2

Form of Bank Merger Agreement Between Branch Bank and SunTrust Bank

## FORM OF BANK MERGER AGREEMENT

This Agreement and Plan of Merger (this “Agreement”), dated as of [ ], 2019, is made by and between Branch Banking and Trust Company, a North Carolina-chartered commercial bank (“Branch Bank”), and SunTrust Bank, a Georgia-chartered bank (“SunTrust Bank”). Each of Branch Bank and SunTrust Bank may be referred to individually as a “Party,” or together as the “Parties.”

### WITNESSETH:

**WHEREAS**, Branch Bank is a North Carolina-chartered commercial bank, all the issued and outstanding capital stock of which is owned as of the date hereof directly by BB&T Corporation, a North Carolina corporation (“BB&T”);

**WHEREAS**, SunTrust Bank is a Georgia-chartered bank, all the issued and outstanding capital stock of which is owned as of the date hereof by SunTrust Bank Holding Company, a Florida corporation and wholly owned subsidiary of SunTrust Banks, Inc., a Georgia corporation (“SunTrust”);

**WHEREAS**, BB&T and SunTrust have entered into an Agreement and Plan of Merger, dated as of February 7, 2019 (as amended and/or supplemented from time to time, the “Merger Agreement”), pursuant to which, subject to the terms and conditions thereof, SunTrust will merge with and into BB&T (the “Merger”), with BB&T continuing as the surviving entity (the “Surviving Entity”);

**WHEREAS**, contingent upon the Merger, on the terms and subject to the conditions contained in this Agreement, the Parties intend to effect the merger of SunTrust Bank with and into Branch Bank (the “Bank Merger”), with Branch Bank continuing as the surviving entity (the “Bank Merger”);

**WHEREAS**, the Board of Directors of Branch Bank and the Board of Directors of SunTrust Bank have deemed the Bank Merger advisable, and have adopted and approved the execution and delivery of this Agreement and the transactions contemplated hereby; and

**WHEREAS**, acting by written consent, the sole shareholder of each of Branch Bank and SunTrust Bank has approved or adopted, as applicable, this Agreement, the Bank Merger and the principal terms thereof.

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreements herein contained, the Parties do hereby agree as follows:

### ARTICLE I

#### BANK MERGER

Section 1.01 The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined below), SunTrust Bank shall be merged with and into Branch Bank pursuant to the provisions of, and with the effect provided in, applicable law. At the Effective

Time, the separate existence of SunTrust Bank shall cease, and Branch Bank, as the surviving entity (the “Surviving Bank”), shall continue unaffected and unimpaired by the Bank Merger. All assets of SunTrust Bank as they exist at the Effective Time of the Bank Merger shall pass to and vest in the Surviving Bank without any conveyance or other transfer. The Surviving Bank shall be responsible for all of the liabilities of every kind and description of each of the Parties existing as of the Effective Time of the Bank Merger.

Section 1.02 Closing. The closing of the Bank Merger will take place immediately following the Merger or at such other time and date as specified by the Parties, but in no case prior to the Merger or the date on which all of the conditions precedent to the consummation of the Bank Merger specified in this Agreement shall have been satisfied or duly waived by the Party entitled to satisfaction thereof, at such place as is agreed by the Parties.

Section 1.03 Effective Time. Subject to applicable law, the Bank Merger shall become effective as of the date and time specified in the Articles of Merger filed with the Secretary of State of the State of North Carolina and with the Georgia Department of Banking and Finance (such date and time being herein referred to as the “Effective Time”).

Section 1.04 Articles of Incorporation and Bylaws of the Surviving Bank. The articles of incorporation and bylaws of Branch Bank in effect immediately prior to the Effective Time shall be the articles of incorporation and the bylaws of the Surviving Bank, in each case until amended in accordance with applicable law and the terms thereof; provided that the articles of incorporation and bylaws of Branch Bank shall be amended effective at or prior to the Effective Time to the extent necessary to give effect to the provisions of Section 1.05, Section 1.06 and Section 1.07.

Section 1.05 Board of Directors of the Surviving Bank. Effective as of the Effective Time, the members of the Board of Directors of the Surviving Bank shall be the members designated to the board of directors of the Surviving Entity at the effective time of the Merger in accordance with the terms of the Merger Agreement.

Section 1.06 Name of the Surviving Bank; Headquarters. As of and from the Effective Time, (a) the name of the Surviving Bank will be a name to be mutually agreed upon by SunTrust and BB&T prior to the effective time of the Merger and (b) (i) the headquarters of the Surviving Bank shall be located in Charlotte, North Carolina, (ii) the hub for the Surviving Bank’s wholesale business shall be located in Atlanta, Georgia, (iii) the hub for the Surviving Bank’s consumer and community banking business shall be located in Winston-Salem, North Carolina and (iv) the hub for the Surviving Bank’s technology and innovation operations shall be located in Charlotte, North Carolina.

Section 1.07 Certain Executive Officers of the Surviving Bank; Succession. (a) Effective as of the Effective Time, Mr. Kelly S. King shall continue to serve as Chairman of the Board of Directors and Chief Executive Officer of the Surviving Bank, and Mr. William H. Rogers, Jr. shall become the President and Chief Operating Officer of the Surviving Bank; (b) Mr. Rogers shall be the successor to Mr. King as the Chief Executive Officer of the Surviving Bank, with such succession to become effective on September 12, 2021 or any such earlier date as of which Mr. King ceases for any reason to serve in the position of Chief Executive Officer of

the Surviving Bank (the date of such succession, the “CEO Succession Date”); (c) subject to Mr. King’s death, resignation or disqualification, from the CEO Succession Date through March 12, 2022, Mr. King shall serve as Executive Chairman of the Surviving Bank; (d) Mr. Rogers shall be the successor to Mr. King as the Chairman of the Board of Directors of the Surviving Bank, with such succession to become effective on March 12, 2022, or any such earlier date as of which Mr. King ceases for any reason to serve in the position of Chairman of the Board of Directors of the Surviving Bank (the date of such succession, the “Chairman Succession Date”); (e) subject to Mr. King’s death, resignation or disqualification, from the Chairman Succession Date until September 12, 2022, Mr. King shall serve as a consultant to the Surviving Bank; and (f) subject to Mr. King’s death, resignation or disqualification, Mr. King will be nominated to serve as a director of the Surviving Bank for each term of service of directors beginning at any time prior to December 31, 2023.

Section 1.08 Tax Treatment. It is the intention of the Parties that the Bank Merger be treated for U.S. federal income tax purposes as a “reorganization” within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

## ARTICLE II

### CONSIDERATION

Section 2.01 Effect on SunTrust Bank Capital Stock. By virtue of the Bank Merger and without any action on the part of the holder of any capital stock of SunTrust Bank, at the Effective Time, all shares of SunTrust Bank capital stock issued and outstanding shall be automatically cancelled and retired and shall cease to exist, and no cash, new shares of common stock, or other property shall be delivered in exchange therefor.

Section 2.02 Effect on Branch Bank Capital Stock. Each share of Branch Bank capital stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and unaffected by the Bank Merger.

## ARTICLE III

### COVENANTS

Section 3.01 During the period from the date of this Agreement and continuing until the Effective Time, subject to the provisions of the Merger Agreement, each of the Parties agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

## ARTICLE IV

### CONDITIONS PRECEDENT

Section 4.01 The Bank Merger and the respective obligations of each Party to consummate the Bank Merger are subject to the fulfillment or written waiver of each of the following conditions prior to the Effective Time:

- a. The approval of (i) the Federal Deposit Insurance Corporation, (ii) the North Carolina Commissioner of Banks and (iii) the Georgia Department of Banking and Finance, in each case with respect to the Bank Merger, shall in each case have been obtained and shall remain in full force and effect, and all statutory waiting periods in respect thereof shall have expired or been terminated, and all other material approvals and authorizations of, filings and registrations with, and notifications to, all governmental authorities required for the consummation the Bank Merger shall have been obtained or made and shall remain in full force and effect, and all statutory waiting periods required by law shall have expired or been terminated.
- b. The Merger shall have been consummated in accordance with the terms of the Merger Agreement.
- c. SunTrust Bank Holding Company shall have been merged with and into the Surviving Entity.
- d. No order, injunction or decree issued by any court or governmental entity of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Bank Merger shall be in effect and no law, statute, rule, regulation, order, injunction or decree shall have been enacted, entered, promulgated or enforced by any governmental entity which prohibits or makes illegal consummation of the Bank Merger.

## **ARTICLE V**

### **TERMINATION AND AMENDMENT**

Section 5.01 Termination. This Agreement may be terminated at any time prior to the Effective Time by an instrument executed by each of the Parties. Notwithstanding the approval of this Agreement by the sole shareholder of Branch Bank or the sole shareholder of SunTrust Bank, this Agreement will terminate automatically prior to the Effective Time upon the termination of the Merger Agreement. In the event of termination of this Agreement as provided in this Section 5.01, this Agreement shall forthwith become void and have no effect.

Section 5.02 Amendment. This Agreement may not be amended, except by an instrument in writing signed on behalf of each of the Parties.

## **ARTICLE VI**

### **GENERAL PROVISIONS**

Section 6.01 Representations and Warranties. Each of the Parties represents and warrants that this Agreement has been duly authorized, executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party) constitutes a valid and binding obligation of such Party, enforceable against it in accordance with the terms hereof (except in all cases as such enforceability may be limited by bankruptcy, insolvency,

moratorium, reorganization or similar laws of general applicability affecting the rights of creditors generally and the availability of equitable remedies).

Section 6.02 Nonsurvival of Agreements. None of the agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time.

Section 6.03 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by e-mail transmission (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to SunTrust Bank, to:

SunTrust Banks, Inc.  
303 Peachtree Street, N.E.  
Atlanta, Georgia 30308  
Attention: Ellen Fitzsimmons, General Counsel  
E-mail: Ellen.Fitzsimmons@SunTrust.com

*With a copy (which shall not constitute notice) to:*

Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
Attention: H. Rodgin Cohen  
Mitchell S. Eitel  
Email: cohenhr@sullcrom.com  
eitelm@sullcrom.com

and

(b) if to Branch Bank, to:

BB&T Corporation  
200 West Second Street  
Winston-Salem, North Carolina 27101  
Attention: Robert J. Johnson Jr., Senior Executive Vice President,  
General Counsel, Secretary and Chief Corporate  
Governance Officer  
E-mail: RJJohnson@BBandT.com

*With a copy (which shall not constitute notice) to:*

Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, NY 10019  
Attention: Edward D. Herlihy  
Matthew M. Guest  
E-mail: EDHerlihy@wlrk.com  
MGuest@wlrk.com

Section 6.04 Interpretation. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.05 Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart.

Section 6.06 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

Section 6.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any applicable conflicts of law principles.

Section 6.08 Assignment. Neither this Agreement nor any of the rights, interests or obligations may be assigned by any of the Parties and any attempted assignment in contravention of this Section 6.08 shall be null and void.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in counterparts by their duly authorized officers and attested by their officers thereunto duly authorized, all as of the day and year first above written.

**SUNTRUST BANK**

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By:  
Title:

**BRANCH BANKING AND TRUST COMPANY**

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By:  
Title:

Public Exhibit 3

Form 8-K Filed by BB&T and SunTrust with the Securities and Exchange Commission Announcing  
the Proposed Transaction

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**Form 8-K  
Current Report**

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

February 7, 2019

Date of Report (Date of earliest event reported)

**BB&T Corporation**

(Exact name of registrant as specified in its charter)

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**North Carolina**

(State or other jurisdiction of incorporation)

**200 West Second Street**

**Winston-Salem, North Carolina**

(Address of principal executive offices)

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**1-10853**

(Commission File Number)

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**56-0939887**

(I.R.S. Employer Identification No.)

**27101**

(Zip Code)

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**(336) 733-2000**

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

**ITEM 8.01. Other Events.**

On February 7, 2019, BB&T Corporation ("BB&T") and SunTrust Banks, Inc. ("SunTrust") issued a joint press release announcing the execution of an Agreement and Plan of Merger, dated as of February 7, 2019 (the "Merger Agreement"), providing for the merger of BB&T and SunTrust. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

In connection with the announcement of the Merger Agreement, BB&T and SunTrust intend to provide supplemental information regarding the proposed transaction in connection with presentations to analysts and investors. The slides that will be made available in connection with the presentations are attached hereto as Exhibit 99.2 and are incorporated herein by reference.

**ITEM 9.01. Financial Statements and Exhibits.**

**(d) Exhibits**

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
99.1	<a href="#">Joint Press Release, dated February 7, 2019</a>
99.2	<a href="#">Investor Presentation, dated February 7, 2019</a>

**Forward Looking Statements**

This communication contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 regarding the financial condition, results of operations, business plans and the future performance of BB&T and SunTrust. Words such as "anticipates," "believes," "estimates," "expects," "forecasts," "intends," "plans," "projects," "could," "may," "should," "will" or other similar words and expressions are intended to identify these forward-looking statements. These forward-looking statements are based on BB&T's and SunTrust's current expectations and assumptions regarding BB&T's and SunTrust's businesses, the economy, and other future conditions. Because forward-looking statements relate to future results and occurrences, they are subject to inherent uncertainties, risks, and changes in circumstances that are difficult to predict. Many possible events or factors could affect BB&T's or SunTrust's future financial results and performance and could cause actual results or performance to differ materially from anticipated results or performance. Such risks and uncertainties include, among others: the occurrence of any event, change or other circumstances that could give rise to the right of one or both of the parties to terminate the definitive merger agreement between BB&T and SunTrust, the outcome of any legal proceedings that may be instituted against BB&T or SunTrust, delays in completing the transaction, the failure to obtain necessary regulatory approvals (and the risk that such approvals may result in the imposition of conditions that could adversely affect the combined company or the expected benefits of the transaction) and shareholder approvals or to satisfy

any of the other conditions to the transaction on a timely basis or at all, the possibility that the anticipated benefits of the transaction are not realized when expected or at all, including as a result of the impact of, or problems arising from, the integration of the two companies or as a result of the strength of the economy and competitive factors in the areas where BB&T and SunTrust do business, the possibility that the transaction may be more expensive to complete than anticipated, including as a result of unexpected factors or events, diversion of management's attention from ongoing business operations and opportunities, potential adverse reactions or changes to business or employee relationships, including those resulting from the announcement or completion of the transaction, the ability to complete the transaction and integration of BB&T and SunTrust successfully, and the dilution caused by BB&T's issuance of additional shares of its capital stock in connection with the transaction. Except to the extent required by applicable law or regulation, each of BB&T and SunTrust disclaims any obligation to update such factors or to publicly announce the results of any revisions to any of the forward-looking statements included herein to reflect future events or developments. Further information regarding BB&T, SunTrust and factors which could affect the forward-looking statements contained herein can be found in BB&T's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, its Quarterly Reports on Form 10-Q for the three-month periods ended March 31, 2018, June 30, 2018 and September 30, 2018, and its other filings with the Securities and Exchange Commission ("SEC"), and in SunTrust's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, its Quarterly Reports on Form 10-Q for the three-month periods ended March 31, 2018, June 30, 2018 and September 30, 2018, and its other filings with the SEC.

#### **Additional Information about the Merger and Where to Find It**

In connection with the proposed merger with SunTrust, BB&T will file with the SEC a registration statement on Form S-4 to register the shares of BB&T's capital stock to be issued in connection with the merger. The registration statement will include a joint proxy statement/prospectus which will be sent to the shareholders of BB&T and SunTrust seeking their approval of the proposed transaction.

INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE REGISTRATION STATEMENT ON FORM S-4, THE JOINT PROXY STATEMENT/PROSPECTUS INCLUDED WITHIN THE REGISTRATION STATEMENT ON FORM S-4 AND ANY OTHER RELEVANT DOCUMENTS FILED OR TO BE FILED WITH THE SEC IN CONNECTION WITH THE PROPOSED TRANSACTION BECAUSE THESE DOCUMENTS DO AND WILL CONTAIN IMPORTANT INFORMATION ABOUT BB&T, SUNTRUST, AND THE PROPOSED TRANSACTION.

Investors and security holders may obtain copies of these documents free of charge through the website maintained by the SEC at [www.sec.gov](http://www.sec.gov) or from BB&T at its website, [www.bbt.com](http://www.bbt.com), or from SunTrust at its website, [www.suntrust.com](http://www.suntrust.com). Documents filed with the SEC by BB&T will be available free of charge by accessing BB&T's website at <http://bbt.com/> under the tab "About BB&T" and then under the heading "Investor Relations" or, alternatively, by directing a request by telephone or mail to BB&T Corporation, 200 West Second Street, Winston-Salem, North Carolina, (336) 733-3065, and documents filed with the SEC by SunTrust will be available free of charge by accessing SunTrust's website at <http://suntrust.com/> under the tab "Investor Relations," and then under the heading "Financial Information" or, alternatively, by directing a request by telephone or mail to SunTrust Banks, Inc., 303 Peachtree Street, N.E., Atlanta, Georgia 30308, (877) 930-8971.

#### **Participants in the Solicitation**

BB&T, SunTrust and certain of their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from the shareholders of BB&T and SunTrust in connection with the proposed transaction under the rules of the SEC. Certain information regarding the interests of these participants and a description of their direct and indirect interests, by security holdings or otherwise, will be included in the joint proxy statement/prospectus regarding the proposed transaction when it becomes available. Additional information about BB&T, and its directors and executive officers, may be found in the definitive proxy statement of BB&T relating to its 2018 Annual Meeting of Shareholders filed with the SEC on March 15, 2018, and other documents filed by BB&T with the SEC. Additional information about SunTrust, and its directors and executive officers, may be found in the definitive proxy statement of SunTrust relating to its 2018 Annual Meeting of Shareholders filed with the SEC on March 9, 2018, and other documents filed by SunTrust with the SEC. These documents can be obtained free of charge from the sources described above.

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**SIGNATURE**

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.

BB&T CORPORATION

(Registrant)

By: /s/ Daryl N. Bible

Name: Daryl N. Bible

Title: Senior Executive Vice President and Chief Financial Officer

Date: February 7, 2019

Public Exhibit 4

Joint Resolutions of the Boards of Directors of BB&T and Branch Bank

**JOINT RESOLUTIONS OF THE BOARDS OF DIRECTORS OF  
BB&T CORPORATION  
AND  
BRANCH BANKING AND TRUST COMPANY**

**February 6, 2019**

WHEREAS, BB&T Corporation, a North Carolina corporation (“*BB&T*”), and Branch Banking and Trust Company, the banking subsidiary of BB&T (“*Branch Bank*”), are evaluating a strategic merger transaction with SunTrust Banks, Inc. (“*SunTrust*”), which merger (the “*Proposed Transaction*”) would be effectuated by a definitive agreement and plan of merger (the “*Merger Agreement*”) (capitalized terms used in these resolutions and not otherwise defined herein shall have the meaning ascribed thereto in the Merger Agreement);

WHEREAS, the Merger Agreement would provide for, among other things, on the terms and subject to the conditions and limitations set forth therein, (a) the merger of SunTrust with and into BB&T, with BB&T continuing as the surviving entity (the “*Merger*”); (b) immediately following the Merger, the merger of SunTrust Bank, a wholly owned banking subsidiary of SunTrust (“*SunTrust Bank*”), with and into Branch Bank, with Branch Bank continuing as the surviving entity (the “*Bank Merger*” and, together with the Merger, the “*Mergers*”); (c) the conversion at the Effective Time of each share of common stock, par value \$1.00 per share, of SunTrust (such shares, collectively, the “*SunTrust Common Stock*”) issued and outstanding immediately prior to the Effective Time (except for certain shares of SunTrust Common Stock owned by SunTrust or BB&T, as provided in the Merger Agreement), into the right to receive 1.295 shares (the “*Exchange Ratio*,” and such shares the “*Merger Consideration*”) of common stock, par value \$5.00 per share, of BB&T (such shares, collectively, the “*BB&T Common Stock*”) (the aggregate issuance of BB&T Common Stock to SunTrust shareholders, the “*Common Stock Issuance*”); (d) the treatment of (i) each option granted by SunTrust to purchase shares of SunTrust Common Stock that is outstanding and unexercised immediately prior to the Effective Time, (ii) each award of phantom stock units in respect of shares of SunTrust Common Stock that is outstanding and unexercised immediately prior to the Effective Time, (iii) each award in respect of a share of SunTrust Common Stock subject to vesting, repurchase or other lapse restriction that is outstanding immediately prior to the Effective Time, (iv) each restricted stock unit award in respect of shares of SunTrust Common Stock that is outstanding immediately prior to the Effective Time, and (v) each performance stock unit award in respect of shares of SunTrust Common Stock that is outstanding immediately prior to the Effective Time, in each case, as set forth in Section 1.8 of the Merger Agreement (clauses (i)–(v), the “*Equity Award Treatment*”); (e) the conversion at the Effective Time of each share of Perpetual Preferred Stock, Series A, no par value of SunTrust, Perpetual Preferred Stock, Series B, no par value of SunTrust, Perpetual Preferred Stock, Series F, no par value of SunTrust, Perpetual Preferred Stock, Series G, no par value of SunTrust and Perpetual Preferred Stock, Series H, no par value of SunTrust (collectively, the “*SunTrust Preferred Stock*”) issued and outstanding as of immediately prior to the Effective Time, into the right to receive a share of a corresponding newly created series of preferred stock of BB&T, having the same terms (taking into account that SunTrust will not be the surviving entity in the Merger) as the applicable series of SunTrust Preferred Stock (such shares of newly created series of preferred stock of BB&T collectively, the “*New BB&T Preferred Stock*,” and the authorization,

creation, designation and issuance of the New BB&T Preferred Stock, the “*Preferred Stock Issuance*”); and (f) the assumption by BB&T of certain indebtedness of SunTrust and its Subsidiaries (the “*Indebtedness Assumption*”);

WHEREAS, it is intended that the Merger shall qualify as a “reorganization” within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Board of Directors of BB&T (the “*BB&T Board*”) has received an opinion from RBC Capital Markets, LLC, as to the fairness, from a financial point of view, of the Exchange Ratio in the Merger to BB&T, as of the date thereof and based upon and subject to the matters set forth in the opinion;

WHEREAS, the BB&T Board and the Board of Directors of Branch Bank (the “*Branch Bank Board*”, and, together with the BB&T Board, the “*Boards*”) have reviewed a draft of the Merger Agreement and discussed the terms of the Proposed Transaction and the Mergers with the management of BB&T and Branch Bank and, considering such terms and such other factors as the Boards consider pertinent, the Boards have respectively determined that the Proposed Transaction, entry into the Merger Agreement, preparation and entry into a definitive merger agreement to effect the Bank Merger (the “*Bank Merger Agreement*”) and the other transactions contemplated by the Merger Agreement are advisable and in the best interests of BB&T, Branch Bank and their respective shareholders, as well as their respective other constituencies;

WHEREAS, the BB&T Board and the Branch Bank Board (including the members of the Compensation Committees of the BB&T Board and the Branch Bank Board) have reviewed and discussed with management and BB&T’s and Branch Bank Board’s advisors the compensation and benefits matters set forth in (or related to) the Merger Agreement (and the schedules thereto), including, without limitation, (a) the Equity Award Treatment, (b) the proposed terms of the amended and restated employment agreement with Kelly S. King to be entered into by BB&T and Branch Bank simultaneous with the execution of the Merger Agreement, and (c) the proposed terms of the employment agreement with William H. Rogers, Jr. to be entered into by BB&T and Branch Bank simultaneous with the execution of the Merger Agreement (such matters, collectively, the “*Compensation and Benefits Matters*”);

WHEREAS, the BB&T Board and the Branch Bank Board have each determined that, for purposes of any BB&T Benefit Plan that provides the BB&T Board or the Branch Bank Board with the ability to declare that a particular transaction constitutes a “merger of equals,” the transactions contemplated by the Merger Agreement shall constitute a “merger of equals” (and therefore shall not constitute a “change of control,” “change in control” or similar concept); and

WHEREAS, pursuant to the terms of the Merger Agreement, it is proposed that BB&T amend the bylaws of BB&T (the “*Bylaws*”), substantially in the form attached hereto as Exhibit A (the “*Bylaw Amendment*”), which amendment will be effective as of and subject to the occurrence of the Effective Time.

*Merger Agreement, Bank Merger Agreement and Proposed Transaction*

NOW, THEREFORE, BE IT RESOLVED, that based upon the presentations made to the BB&T Board at this meeting and at prior meetings and upon such other matters as were deemed relevant by the BB&T Board, the BB&T Board (a) finds that the Proposed Transaction and the other transactions contemplated by the Merger Agreement (including the Mergers, the Common Stock Issuance, the Equity Award Treatment, the Preferred Stock Issuance and the Indebtedness Assumption) are advisable and in the best interests of BB&T and its shareholders, as well as its other constituencies and (b) hereby adopts and approves the Merger Agreement and the Proposed Transaction and the other transactions contemplated thereby (including the Mergers, the Common Stock Issuance, the Equity Award Treatment, the Preferred Stock Issuance and the Indebtedness Assumption).

BE IT FURTHER RESOLVED, that based upon the presentations made to the Branch Bank Board at this meeting and at prior meetings and upon such other matters as were deemed relevant by the Branch Bank Board, the Branch Bank Board (a) finds that the Bank Merger is advisable and in the best interests of Branch Bank and its shareholder, as well as its other constituencies and (b) hereby adopts and approves the Bank Merger Agreement (in such form as negotiated by management) and the transactions contemplated thereby (including the Bank Merger).

BE IT FURTHER RESOLVED, that the Chief Executive Officer, President, Chief Financial Officer and any Senior Executive Vice President or Executive Vice President of BB&T and/or Branch Bank, as applicable (each, an “*Authorized Officer*”), be, and each hereby is, authorized, for and on behalf of BB&T, to execute and deliver the Merger Agreement, the execution and delivery of the Merger Agreement by such Authorized Officer to be deemed conclusive evidence that the BB&T Board and BB&T have adopted and approved the Merger Agreement as executed.

BE IT FURTHER RESOLVED, that the Authorized Officers be, and each hereby is, authorized, for and on behalf of Branch Bank, to prepare, execute and deliver the Bank Merger Agreement, the execution and delivery of the Bank Merger Agreement by such Authorized Officer to be deemed conclusive evidence that the Branch Bank Board and Branch Bank have adopted and approved the Bank Merger Agreement as executed.

*BB&T Stock Issuance*

BE IT FURTHER RESOLVED, that each of the Authorized Officers shall take any and all actions necessary to reserve for issuance, or cause to be reserved for issuance, such number of shares of BB&T Common Stock as is necessary to consummate the Common Stock Issuance, and to take all actions necessary to consummate the Preferred Stock Issuance, and, when issued and delivered in the Common Stock Issuance and the Preferred Stock Issuance in accordance with the Merger Agreement, such number of shares of BB&T Common Stock and New BB&T Preferred Stock shall be duly authorized and issued, fully paid and nonassessable, and free of any shareholder preemptive or similar rights.

*Securities Law Filings; Agent for Process*

BE IT FURTHER RESOLVED, that the Authorized Officers be, and each hereby is, authorized and directed, on behalf of and in the name of BB&T, to prepare, sign and file, or cause to be filed, with the Securities and Exchange Commission (the “*Commission*”) any and all statements, reports or other information concerning the Merger Agreement, the Proposed Transaction and the other transactions contemplated thereby, including the Mergers, the Common Stock Issuance, the Equity Award Treatment, the Preferred Stock Issuance and the Indebtedness Assumption, that may be deemed advisable or may be required under the Exchange Act or the Securities Act and the rules and regulations promulgated thereunder, including (a) a joint proxy statement/prospectus for delivery to the shareholders of SunTrust and BB&T (the “*Proxy Statement/Prospectus*”), (b) a registration statement on Form S-4, which shall include such Proxy Statement/Prospectus, and any amendment or amendments (including post-effective amendments or supplements) thereto, relating to shares of BB&T Common Stock, New BB&T Preferred Stock or Other BB&T Securities (as defined below) as may be issuable in connection with the Merger, and the votes of the shareholders of SunTrust and BB&T relating to the transactions contemplated by the Merger Agreement (the “*S-4*”) and (c) if advisable or required, one or more registration statements on Form S-8 or other appropriate form with respect to shares of BB&T Common Stock issuable pursuant to the SunTrust employee benefit plans to be assumed by BB&T pursuant to the Merger Agreement or otherwise in connection with the Equity Award Treatment (together with the S-4, the “*Registration Statements*”) in each case together with any other documents required or appropriate in connection therewith.

BE IT FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized in the name and on behalf of BB&T and/or Branch Bank (as applicable), to take all such other actions and to execute all such documents as such Authorized Officer may deem necessary or advisable for compliance with the Securities Act, the Exchange Act, or any applicable state securities or similar laws, in connection with the Merger Agreement, the Bank Merger Agreement, the Proposed Transaction and the other transactions contemplated thereby, including the Mergers, the Common Stock Issuance, the Equity Award Treatment, the Preferred Stock Issuance and the Indebtedness Assumption, the taking of any such action to be deemed conclusive evidence that each of the Boards, BB&T and/or Branch Bank (as applicable) has authorized such action.

BE IT FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, in the name and on behalf of BB&T and/or Branch Bank (as applicable), to prepare all documentation and to effect all filings (and requests for no-action letters) as may be necessary or advisable under the various securities laws, regulations and rules of the United States or any state or foreign jurisdiction in connection with the Merger Agreement, the Bank Merger Agreement, the Proposed Transaction and the other transactions contemplated thereby, including the Mergers, the Common Stock Issuance, the Equity Award Treatment, the Preferred Stock Issuance and the Indebtedness Assumption, to execute personally or by attorney-in-fact such documentation and filings or amendments or supplements to any of the foregoing, and to cause such documentation and filings and any amendments and supplements thereto to become effective or otherwise approved, the taking of any such action to be deemed conclusive evidence that each of the Boards, BB&T and/or Branch Bank (as applicable) have authorized such action.

BE IT FURTHER RESOLVED, that each officer or director of BB&T who may be required to sign any of the Registration Statements or any amendment, exhibit or other document related thereto (whether on behalf of BB&T, as an officer or director of BB&T, or in any other capacity) be, and each hereby is, authorized to execute a power of attorney appointing Kelly S. King, Christopher L. Henson, Daryl N. Bible and Robert J. Johnson, Jr., and each of them, severally, as his or her attorney and agent, with full power of substitution and resubstitution, on his or her behalf in any such capacity to sign and file such Registration Statement and any and all amendments, exhibits and other documents related thereto that any such attorney or substitute may deem necessary or advisable to be filed with the Commission, with full power and authority to perform and do any and all acts and things whatsoever that any such attorney or substitute may deem necessary or advisable to be performed or done in connection with any or all of the matters described in these resolutions, as fully as such officer or director might or could do if personally present and acting and as fully as BB&T might or could do by a properly authorized agent.

BE IT FURTHER RESOLVED, that Robert J. Johnson, Jr. or such Authorized Officer as he may designate be, and hereby is, appointed as "Agent for Service" of BB&T to receive notices, orders, communications and other documents from the Commission in connection with any Registration Statement and any and all amendments and supplements thereto, with all the powers incident to such appointment.

BE IT FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized in the name and on behalf of BB&T to take any and all actions that such Authorized Officer may deem necessary or advisable in order to obtain a permit for, or register or qualify, the BB&T Common Stock, the New BB&T Preferred Stock or the Other BB&T Securities that may be issued in connection with the Merger and the Common Stock Issuance or Preferred Stock Issuance, for issuance or to request an exemption from registration of the BB&T Common Stock, New BB&T Preferred Stock or the Other BB&T Securities, or to register or obtain a license for BB&T as a dealer or broker under the securities laws of such states of the United States and of such foreign jurisdictions as such officers or any of them may deem advisable, and in connection with such registrations, permits, licenses, qualifications and exemptions, to execute, acknowledge, verify, deliver, file and publish or cause to be published all such applications, reports, resolutions, surety bonds, consents to service of process, appointments of attorneys to receive service of process, powers of attorney and other papers and instruments, and to take any and all further action that they or any of them may deem necessary or advisable in order to maintain such registrations, permits, licenses, qualifications and exemptions in effect for as long as they may deem to be in the best interests of BB&T, the execution by any such officer of any such document or the taking of any such action to be deemed conclusive evidence that each of the Boards, BB&T and/or Branch Bank (as applicable) have authorized such action.

BE IT FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized in the name and on behalf of BB&T to execute and file irrevocable written consents on the part of BB&T to be used in such states of the United States wherein such consents to service of process may be requisite under the securities laws thereof in connection with said registrations, permits, licenses, qualifications or exemptions, and to appoint the appropriate state official agent of BB&T for the purpose of receiving and accepting process.

*Submission to Shareholders; Recommendation*

BE IT FURTHER RESOLVED, that the Authorized Officers be, and each hereby is, authorized and directed to cause the Merger Agreement to be submitted for approval by the shareholders of BB&T at a meeting of such shareholders in accordance with the Bylaws and the North Carolina Business Corporation Act, at such date, time and place, and with such record date for determining shareholders entitled to notice of and to vote at such meeting (the “*Record Date*”) as the Chairman of the BB&T Board may from time to time designate (the “*BB&T Shareholders Meeting*”), and to take any action in connection therewith that the Chairman of the BB&T Board considers desirable or appropriate, in his discretion, including to appoint proxies as appropriate, to select the inspector of election for the BB&T Shareholders Meeting, to make any decision on postponing and/or rescheduling the BB&T Shareholders Meeting, and to take any other action in connection with the BB&T Shareholders Meeting that the Chairman of the BB&T Board considers desirable or appropriate, in his discretion, the taking of any such action to be deemed conclusive evidence that the BB&T Board and BB&T have authorized such action.

BE IT FURTHER RESOLVED, that the BB&T Board hereby recommends that the Merger Agreement be approved by the shareholders of BB&T and that the Authorized Officers be, and each hereby is, authorized and directed, for and on behalf of BB&T, to communicate such recommendation to, and to solicit proxies on behalf of the BB&T Board from, the holders of BB&T Common Stock entitled to vote at the BB&T Shareholders Meeting with respect thereto.

BE IT FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and directed, for and on behalf of BB&T, to mail to the shareholders of record as of the close of business on the Record Date, a notice of meeting accompanied by the Proxy Statement/Prospectus and a form of proxy.

BE IT FURTHER RESOLVED, that the Branch Bank Board hereby recommends that the Bank Merger Agreement be approved by BB&T in its capacity as the sole shareholder of Branch Bank.

*Regulatory Approvals*

BE IT FURTHER RESOLVED, that the Authorized Officers be, and each hereby is, authorized and directed, on behalf of and in the name of BB&T and/or its Subsidiaries, including Branch Bank, to prepare, sign and file, or cause to be filed, with any applicable federal, state, local or foreign country regulatory or supervisory body, and all appropriate state, local, federal or foreign securities, banking, financial, insurance, trade or other regulatory authorities and appropriate stock exchanges, stock markets and self-regulatory organizations, including the New York Stock Exchange (the “*NYSE*”), the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the North Carolina Office of the Commissioner of Banks, the Georgia Department of Banking and Finance, the Financial Industry Regulatory Authority and all other third parties, all applications, filings related to obtaining any regulatory approvals (including the Requisite Regulatory Approvals), requests for approval, consents, interpretations, or other determinations, notices and other information and documents, and any modifications or supplements thereto, as may be necessary or appropriate in connection with the Merger Agreement, the Bank Merger Agreement, the Proposed Transaction and the

other transactions contemplated thereby, including the Mergers, the Common Stock Issuance, the Equity Award Treatment, the Preferred Stock Issuance and the Indebtedness Assumption, together with all agreements and other information and documents required or appropriate, and any publications required in connection therewith, the taking of any such action to be deemed conclusive evidence that each of the Boards, BB&T and/or Branch Bank (as applicable) have authorized such action.

BE IT FURTHER RESOLVED, that, without limiting the foregoing, the Authorized Officers be, and each hereby is, authorized and directed, in the name and on behalf of BB&T, Branch Bank and/or their respective Subsidiaries, to prepare all documentation, to effect all filings and to obtain all permits, consents, approvals and authorizations of all third parties and Governmental Entities necessary to consummate the Proposed Transaction and the other transactions contemplated by the Merger Agreement and the Bank Merger Agreement, including the Mergers, the Common Stock Issuance, the Equity Award Treatment, the Preferred Stock Issuance and the Indebtedness Assumption, to execute personally or by attorney-in-fact any such required filings or amendments or supplements to any of the foregoing, and to cause any such required filings and any amendments thereto to become effective or otherwise approved, the taking of any such action to be deemed conclusive evidence that each of the Boards, BB&T and/or Branch Bank (as applicable) have authorized such action.

BE IT FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and directed, in the name and on behalf of BB&T, to prepare, execute and cause to be filed with the NYSE any and all applications, agreements, forms or other papers as may be necessary or advisable with respect to the listing on the NYSE of the shares of BB&T Common Stock to be issued in the Common Stock Issuance or in connection with any of the other transactions contemplated under the Merger Agreement or the shares of any other capital stock of or securities issued by BB&T in connection with any of the transactions contemplated by the Merger Agreement (including any depositary shares or other securities to be issued in connection with the Preferred Stock Issuance or that otherwise reference the New BB&T Preferred Stock, “*Other BB&T Securities*”), such applications, agreements, forms or other papers to be in such form as may be approved by the Authorized Officer executing the same, the execution thereof by such Authorized Officer to be conclusive evidence that the BB&T Board and BB&T have authorized such action.

*Compensation and Benefits; Equity Award Treatment; Section 16 Matters*

BE IT FURTHER RESOLVED, that based upon the presentations made to the BB&T Board and the Branch Bank Board at this meeting and at prior meetings and upon such other matters as were deemed relevant by the BB&T Board and the Branch Bank Board, the BB&T Board and the Branch Bank Board (including the members of the Compensation Committees of the BB&T Board and the Branch Bank Board) hereby approve the Compensation and Benefits Matters.

BE IT FURTHER RESOLVED, that the BB&T Board and the Branch Bank Board each specifically determine that, for purposes of any BB&T Benefit Plan that provides the BB&T Board or the Branch Bank Board with the ability to declare that a particular transaction constitutes a “merger of equals,” the transactions contemplated by the Merger Agreement shall

constitute a “merger of equals” (and therefore shall not constitute a “change of control,” “change in control” or similar concept).

BE IT FURTHER RESOLVED, that any acquisitions of BB&T Common Stock, BB&T Equity Awards or other BB&T equity securities (including derivative securities) in connection with the Merger by an individual who at the effective time of the Merger is or will become a “director” or “officer” of BB&T or Branch Bank (within the meaning of Section 16 of the Exchange Act) (any of the foregoing, “*Section 16 Affiliates*”), and other acquisitions of BB&T equity securities (including derivative securities) by Section 16 Affiliates in connection with the Merger are hereby approved for all purposes of Rule 16b-3 promulgated under the Exchange Act (“*Rule 16b-3*”), it being the intent of the BB&T Board to exempt such acquisitions or deemed acquisitions from any liability under Section 16 of the Exchange Act and to adopt any further specific enabling resolutions required by Rule 16b-3.

*Bylaw Amendment; Governance and Employment Matters*

BE IT FURTHER RESOLVED, that the BB&T Board determines that the Bylaw Amendment is advisable and in the best interest of BB&T and its shareholders, as well as its other constituencies, and hereby approves the Bylaw Amendment, effective as of and subject to the occurrence of the Effective Time.

BE IT FURTHER RESOLVED, that subject to the occurrence of, and effective as of, the Effective Time, Mr. Kelly S. King shall continue to serve as Chairman of the BB&T Board and of the Branch Bank Board and Mr. William H. Rogers, Jr. shall become the President and Chief Operating Officer of BB&T and of Branch Bank.

BE IT FURTHER RESOLVED, that subject to the occurrence of the Effective Time, (a) Mr. Rogers shall be the successor to Mr. King as the Chief Executive Officer of BB&T and of Branch Bank, with such succession to become effective on September 12, 2021 or any such earlier date as of which Mr. King ceases for any reason to serve in the position of Chief Executive Officer of BB&T or of Branch Bank, as applicable, (the date of such BB&T succession, the “*CEO Succession Date*”); (b) subject to Mr. King’s death, resignation or disqualification, from the CEO Succession Date through March 12, 2022, Mr. King shall serve as Executive Chairman of BB&T and Branch Bank; (c) Mr. Rogers shall be the successor to Mr. King as the Chairman of the BB&T Board and of the Branch Bank Board, with such succession to become effective on March 12, 2022, or any such earlier date as of which Mr. King ceases for any reason to serve in the position of Chairman of the BB&T Board or of the Branch Bank Board, as applicable (the date of such BB&T succession, the “*Chairman Succession Date*”); and (d) subject to Mr. King’s death, resignation or disqualification, from the Chairman Succession Date until September 12, 2022, Mr. King shall serve as a consultant to BB&T and to Branch Bank.

*Agents; Advisors*

BE IT FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and directed, in the name and on behalf of BB&T, to appoint an exchange agent as contemplated in the Merger Agreement, and to execute and deliver such agreements,

documents, certificates and instruments as may be reasonably requested by the exchange agent in connection with its appointment or in connection with the delivery of the Merger Consideration, the execution thereof by any such officer to be deemed conclusive evidence that the BB&T Board and BB&T have authorized such action.

BE IT FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and directed, in the name and on behalf of BB&T and/or Branch Bank (as applicable), to retain such legal, financial, accounting or other advisors with respect to the Merger Agreement, the Bank Merger Agreement, the Proposed Transaction and the other transactions contemplated thereby, including the Mergers, the Common Stock Issuance, the Equity Award Treatment, the Preferred Stock Issuance and the Indebtedness Assumption, as such Authorized Officers shall deem necessary or advisable, and that BB&T is authorized to execute and deliver agreements or other documents with advisors on such terms as such officers deem necessary or appropriate, and that BB&T is authorized to pay any and all expenses and fees arising in connection therewith, that the execution by any such officer of any such document or the taking of any such action to be deemed conclusive evidence that each of the Boards, BB&T and/or Branch Bank (as applicable) has authorized such action.

#### *General Resolutions*

BE IT FURTHER RESOLVED, that the Boards hereby adopt, as if expressly set forth herein, the form of any resolution required by any authority to be filed in connection with any applications, consents to service or other documents, applications, reports or filings relating to the foregoing resolutions if (a) in the opinion of the Authorized Officer(s) executing the same, the adoption of such resolutions is necessary or desirable and (b) the Secretary or an Assistant Secretary of BB&T and/or Branch Bank (as applicable) evidences such adoption by inserting in the minutes of this meeting copies of such resolutions, which will thereupon be deemed to be adopted by the applicable Board(s) of Directors with the same force and effect as if presented at this meeting.

BE IT FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, for and on behalf of BB&T and/or Branch Bank (as applicable) and their respective Subsidiaries, to execute and deliver or cause to be executed and delivered any and all agreements, amendments, certificates, reports, applications, notices, letters, opinions, instruments, supplemental indentures or other documents and to do or cause to be done any and all such other acts and things as, in the opinion of any such Authorized Officer, may be necessary, appropriate or desirable in order to enable BB&T, Branch Bank (as applicable) and/or their respective Subsidiaries to fully and promptly carry out the purpose and intent of the foregoing resolutions, and any such action taken or any agreement, amendment, certificate, report, application, notice, letter, opinion, instrument, supplemental indenture or other document executed and delivered by any of them in connection with any such action shall be conclusive evidence of such Authorized Officer's authority to take, execute and deliver the same.

BE IT FURTHER RESOLVED, that all actions heretofore taken by any of the directors, officers, representatives or agents of BB&T, Branch Bank or any of their respective Subsidiaries in connection with the Merger Agreement, the Bank Merger Agreement, the Bylaw Amendment, the Proposed Transaction and any other transactions contemplated in the Merger

Agreement or the Bank Merger Agreement or otherwise referred to in the foregoing resolutions be, and each of the same hereby is, ratified, confirmed and approved in all respects as the act and deed of BB&T and/or Branch Bank (as applicable).

BE IT FURTHER RESOLVED, that any resolutions inconsistent with the foregoing or with any action of any Authorized Officer pursuant to the foregoing are hereby modified or rescinded so as to be consistent herewith and therewith.

THE FOREGOING RESOLUTIONS WERE UNANIMOUSLY APPROVED BY THE BOARD OF DIRECTORS OF BB&T CORPORATION AND BRANCH BANKING AND TRUST COMPANY AT ITS MEETING HELD ON FEBRUARY 6, 2019.

  
\_\_\_\_\_  
ROBERT J. JOHNSON, JR.  
SECRETARY

**FORM OF AMENDMENT TO BYLAWS OF BB&T CORPORATION**

The Amended and Restated Bylaws (the “Bylaws”) of BB&T Corporation (the “Corporation”) shall be amended as follows, effective as of the Effective Time (as such term is defined in the Agreement and Plan of Merger, dated as of February 7, 2019, by and between the Corporation and SunTrust Banks, Inc. (the “Merger Agreement”)):

A new Section 14 shall be added to Article III, as follows:

Section 14. CEO and Chairman Position and Succession; Board Composition; Headquarters.

- (a) The Board of Directors has resolved that, effective as of the Effective Time (for all purposes of this Section 14, as defined in the Agreement and Plan of Merger, dated as of February 7, 2019, by and between the Corporation and SunTrust Banks, Inc. (“SunTrust”), as the same may be amended from time to time (the “Merger Agreement”)), Mr. Kelly S. King shall continue to serve as Chairman of the Board of Directors and Chief Executive Officer of the Corporation and of the Corporation’s wholly owned subsidiary, Branch Banking and Trust Company (“Branch Bank”) and Mr. William H. Rogers, Jr. shall become the President and Chief Operating Officer of the Corporation and of Branch Bank. The Board of Directors has further resolved that (i) Mr. Rogers shall be the successor to Mr. King as the Chief Executive Officer of the Corporation and of Branch Bank, with such succession to become effective on September 12, 2021 or any such earlier date as of which Mr. King ceases for any reason to serve in the position of Chief Executive Officer of the Corporation or of Branch Bank, as applicable, (the date of such Corporation succession, the “CEO Succession Date”); (ii) subject to Mr. King’s death, resignation or disqualification, from the CEO Succession Date through March 12, 2022, Mr. King shall serve as Executive Chairman of the Corporation and Branch Bank; (iii) Mr. Rogers shall be the successor to Mr. King as the Chairman of the Board of Directors of the Corporation and of Branch Bank, with such succession to become effective on March 12, 2022, or any such earlier date as of which Mr. King ceases for any reason to serve in the position of Chairman of the Board of Directors of the Corporation or of Branch Bank, as applicable (the date of such Corporation succession, the “Chairman Succession Date”); and (iv) subject to Mr. King’s death, resignation or disqualification, from the Chairman Succession Date until September 12, 2022, Mr. King shall serve as a consultant to the Corporation and to Branch Bank. The Corporation may enter into or amend appropriate agreements or arrangements with Mr. King and Mr. Rogers in connection with the subject matter of this Article III, Section 14(a) (any such agreement or arrangement, as may be amended, supplemented or modified from time to time, an “Employment Agreement”).
- (b) (i) Prior to the date that is the third (3rd) anniversary of the Effective Time (such date, the “Expiration Date”), the removal of Mr. Rogers from, or the failure to appoint or re-elect Mr. Rogers to, any of the positions specifically provided for in this Article III, Section 14 and in any Employment Agreement with Mr. Rogers at the times specifically provided for in this Article III, Section 14 or in any Employment Agreement with Mr. Rogers, (ii) prior to the Expiration Date, the removal of Mr. King from, or the failure to appoint or re-elect Mr. King to, any of the positions specifically provided for in this Article III, Section 14 and in any Employment Agreement with Mr. King at the times specifically provided for in this Article III, Section 14 or in any Employment Agreement with Mr. King, (iii) prior to the Expiration Date, any determination not to nominate Mr. Rogers as a director of the Corporation or Branch Bank or (iv) any determination not to nominate Mr. King as a director of the Corporation or Branch Bank for each term of service of directors beginning at any time prior to December 31, 2023, shall each require the affirmative vote of at least 75% of the full Board of Directors.

- (c) Effective as of the Effective Time, the Board of Directors of the Corporation and the Board of Directors of Branch Bank shall be comprised of eleven (11) Continuing SunTrust Directors, including the Chief Executive Officer of SunTrust as of immediately prior to the Effective Time, and eleven (11) Continuing BB&T Directors, including the Chief Executive Officer of the Corporation as of immediately prior to the Effective time. From and after the Effective Time through the Expiration Date: (i) the number of directors that comprises the full Board of Directors of the Corporation and the full Board of Directors of Branch Bank shall each be twenty-two (22); and (ii) no vacancy on the Board of Directors or the Corporation or Branch Bank created by the cessation of service of a director shall be filled by the applicable Board of Directors and the applicable Board of Directors shall not nominate any individual to fill such vacancy, unless (x) such individual would be an independent director of the Corporation or Branch Bank, as applicable, (y) in the case of a vacancy created by the cessation of service of a Continuing SunTrust Director, not less than a majority of the Continuing SunTrust Directors have approved the appointment or nomination (as applicable) of the individual appointed or nominated (as applicable) to fill such vacancy, in which case the Continuing BB&T Directors shall vote to approve the appointment or nomination (as applicable) of such individual, and (z) in the case of a vacancy created by the cessation of service of a Continuing BB&T Director, not less than a majority of the Continuing BB&T Directors have approved the appointment or nomination (as applicable) of the individual appointed or nominated (as applicable) to fill such vacancy, in which case the Continuing SunTrust Directors shall vote to approve the appointment or nomination (as applicable) of such individual; provided, that any such appointment or nomination pursuant to clause (y) or (z) shall be made in accordance with applicable law and the rules of the New York Stock Exchange (or other national securities exchange on which the Corporation's securities are listed). For purposes of this Article III, Section 14, the terms "Continuing SunTrust Directors" and "Continuing BB&T Directors" shall mean, respectively, the directors of the Corporation and SunTrust who were selected to be directors of the Corporation and Branch Bank by SunTrust or the Corporation, as the case may be, as of the Effective Time, pursuant to Section 6.12(a) of the Merger Agreement, and any directors of the Corporation or Branch Bank (as applicable) who were subsequently appointed or nominated and elected to fill a vacancy created by the cessation of service of a Continuing SunTrust Director or a Continuing BB&T Director, as applicable, pursuant to this Article III, Section 14(c).
- (d) The Board of Directors has resolved that, effective as of the Effective Time and until the Chairman Succession Date, the lead independent director (the "Lead Director") of the Board of Directors shall be an independent director chosen by the Board of Directors from among the Continuing SunTrust Directors. At the Chairman Succession Date, the Lead Director shall be an independent director chosen by the Board of Directors from among the BB&T Continuing Directors, and thereafter shall serve in that capacity subject to the normal rotation policy for Lead Director service as set forth in the Corporation's Corporate Governance Guidelines, as then in effect, but for not less than two years.
- (e) The Chair of the Executive Committee of the Board of Directors shall be an independent member of the Board of Directors, chosen by the vote of the majority of the full Board of Directors.
- (f) (i) The headquarters of the Corporation shall be located in Charlotte, North Carolina; (ii) the hub for the Corporation's wholesale business shall be located in Atlanta, Georgia; (iii) the hub for the Corporation's consumer and community banking business shall be located in Winston-Salem, North Carolina; and (iv) the hub for the Corporation's technology and innovation operations shall be located in Charlotte, North Carolina.

- (g) Any determination by the Board of Directors that is inconsistent with the content and intent of the provisions set forth in the last two sentences of Section 6.6(c) of the Merger Agreement (which section is attached hereto as Exhibit A for reference), as in effect immediately prior to the Effective Time, and the actions taken by the Board of Directors and the Compensation Committee of the Board of Directors on [DATE] in furtherance thereof, shall require the affirmative vote of at least 75% of the full Board of Directors.
- (h) In the event of any inconsistency between any provision of this Article III, Section 14 and any other provision of these Bylaws or the Corporation's other constituent documents, the provisions of this Article III, Section 14 shall control. The provisions of Article III, Section 14(f)(i) and this second sentence of this Section 14(h) may be modified, amended or repealed, and any Bylaw provision inconsistent with such provisions may be adopted, only by the affirmative vote of at least 75% of the full Board of Directors and solely in connection with the entry into or consummation of a business combination transaction with another corporation (i) in which the Corporation merges with and into such other corporation, (ii) which is a merger of equals or (iii) as a result of which the shareholders of the Corporation prior to the effective time of the business combination hold less than 60% of the outstanding common stock of the surviving entity in such business combination. The provisions of Article III, Section 14(e), Section 14(g) and the first and third sentences of this Section 14(h) may be modified, amended or repealed, and any Bylaw provision inconsistent with such provisions may be adopted, only by the affirmative vote of at least 75% of the full Board of Directors. Until December 31, 2023, the provisions of Article III, Section 14(b)(iv) and this fourth sentence of this Section 14(h) may be modified, amended or repealed, and any Bylaw provision inconsistent with such provisions may be adopted, only by the affirmative vote of at least 75% of the full Board of Directors. Until the Expiration Date, the provisions of this Article III, Section 14 (other than Section 14(b)(iv), Section 14(e), Section 14(f)(i), Section 14(g) and the first four sentences of this Section 14(h), which are subject to the standards set forth in the preceding sentences) may be modified, amended or repealed, and any Bylaw provision inconsistent with such provisions may be adopted, only by an affirmative vote of at least 75% of the full Board of Directors.

## **Exhibit A to Bylaw Amendment**

### **Section 6.6(c) of the Merger Agreement**

(c) The Surviving Entity agrees to honor in accordance with their terms all BB&T Benefit Plans and SunTrust Benefit Plans. In addition, prior to the Effective Time, BB&T may take such action as it deems necessary, including amending the BB&T Corporation Pension Plan and/or the BB&T Non-Qualified Defined Benefit Plan, so that (i) each participant in the BB&T Corporation Pension Plan and BB&T Non-Qualified Defined Benefit Plan immediately prior to the Effective Time shall be entitled to continued benefit accrual on a basis no less favorable than in effect immediately prior to the Effective Time (including as to any rights or features) for so long as such participant continues as an employee of the Surviving Entity or its Subsidiaries (or their respective successors or assigns) and (ii) following the Effective Time, the BB&T Corporation Pension Plan and BB&T Non-Qualified Defined Benefit Plan may not be terminated or amended so as to adversely impact any such participant or the benefit of any such participant, including any future benefit accruals or the vesting or entitlement to such future benefit accruals (including any rights or features of such accruals). Without limiting the foregoing and for purposes of clarity, any amendment to provide a lump sum cash out of a participant's accrued pension benefit shall be deemed to adversely impact the participant for purposes of the foregoing clause (ii).

Public Exhibit 5

Joint Resolutions of the Boards of Directors of SunTrust and SunTrust Bank

SUNTRUST BANKS, INC.

Secretary's Certificate

I, Ellen M. Fitzsimmons, Corporate Secretary of SunTrust Banks, Inc., a Georgia corporation ("SunTrust"), hereby certify that:

(a) Attached hereto as Annex A are (i) a true and complete copy of resolutions adopted at a meeting duly called and held by SunTrust's Board of Directors on February 6, 2019, during which a quorum was present and acting throughout (the "Resolutions"); such Resolutions have not been amended, modified or rescinded and remain in full force and effect; and such Resolutions are the only resolutions adopted by SunTrust's Board of Directors or any other committee thereof relating to SunTrust's approval and adoption of that certain Agreement and Plan of Merger, dated as of February 7, 2019, by and between SunTrust and BB&T Corporation (the "Merger Agreement");

(b) Each person who, as an officer of SunTrust, signed the Merger Agreement and any other document delivered prior hereto or on the date hereof in connection with the transactions described in the Merger Agreement was at the respective times of such signing and delivery duly elected or appointed, qualified and acting as such an officer, and the signatures of such persons appearing on such documents are their genuine signatures.

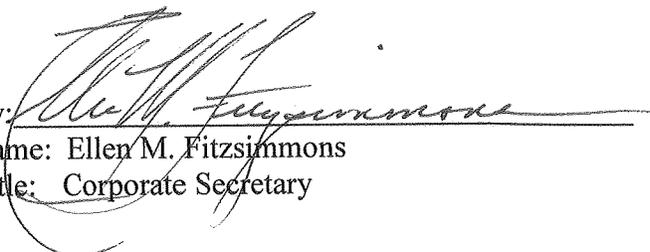
Capitalized terms used in this Certificate which are not defined herein shall have the respective meanings set forth in the Merger Agreement.

*[remainder of page intentionally blank; signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate on behalf of SunTrust as of the date hereof.

Dated: February 20, 2019

By:

  
Name: Ellen M. Fitzsimmons

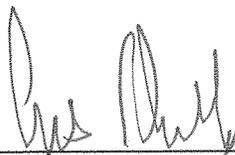
Title: Corporate Secretary

*[Signature Page to the Secretary's Certificate]*

I, Curt Phillips, Assistant Corporate Secretary of SunTrust Banks, Inc., a Georgia corporation, hereby certify that Ellen M. Fitzsimmons is the duly elected and qualified Corporate Secretary of SunTrust Banks, Inc., a Georgia corporation and that the signature appearing above is her genuine signature.

IN WITNESS WHEREOF, I have hereunto signed my name.

Dated: February 20, 2019

By:  \_\_\_\_\_  
Name: Curt Phillips  
Title: Assistant Corporate Secretary

**Annex A**  
**Resolutions**

**RESOLUTIONS RELATING TO A PROPOSED MERGER TRANSACTION  
WITH BB&T CORPORATION**

**WHEREAS**, a transaction has been proposed for consideration by the Board of Directors (the “Board”) of SunTrust Banks, Inc. (the “Corporation”) between the Corporation and BB&T Corporation (“BB&T”), a North Carolina corporation, whereby (i) the Corporation would be merged with and into BB&T, with BB&T as the surviving corporation (the “Proposed Merger”), (ii) each issued and outstanding share of the Corporation’s common stock, par value \$1.00 per share (the “Common Stock”), would be converted into 1.295 shares of common stock of BB&T, par value \$5.00 per share (the “Merger Consideration”) and (iii) each issued and outstanding share of the Corporation’s preferred stock, no par value (the “Preferred Stock”) would be converted into a share of preferred stock of BB&T, par value \$5.00 per share (the “BB&T Preferred Stock”), in each case with terms substantially identical to the terms of the corresponding share of Preferred Stock; and

**WHEREAS**, the Board has been presented, in writing and orally, with financial and other information with respect to the Proposed Merger, and has reviewed such information, including the principal terms of a draft proposed agreement and plan of merger, as set forth on Exhibit 1 hereto (the “Draft Merger Agreement”) and management’s recommendation that in its opinion the Proposed Merger would be in the best interests of the Corporation; and

**WHEREAS**, the Draft Merger Agreement provides that the parties intend that, immediately following the Proposed Merger, SunTrust Bank, a bank chartered under the laws of Georgia and a wholly owned subsidiary of the Corporation, will merge with and into Branch Banking and Trust Company (“BB&T Bank”), a bank chartered under the laws of the State of North Carolina and a wholly owned subsidiary of BB&T, with BB&T Bank being the surviving bank (the “Bank Merger”); and

**WHEREAS**, the Corporation’s financial advisor, Goldman Sachs & Co. LLC, has made a presentation to the Board concerning the financial implications of the Proposed Merger, including its opinion that, as of the date of such opinion, and based upon and subject to the factors and assumption set forth therein, the Merger Consideration in the Proposed Merger is fair, from a financial point of view, to the holders of the Common Stock; and

**WHEREAS**, the Corporation’s outside counsel has discussed the fiduciary duties of the Board generally as well as with respect to mergers and acquisitions specifically and has discussed with the Board the material provisions of the Draft Merger Agreement; and

**WHEREAS**, at the Effective Time, the shares of Common Stock will be disposed of in accordance with the terms and conditions set forth in the Merger Agreement; and

**WHEREAS**, the Board wishes to establish a committee to set the date, time, place and record date for a special meeting of the stockholders of the Corporation (the “Special Meeting”) for the purpose of considering and voting upon approval of the Draft Merger Agreement, the Proposed Merger and such other matters that are submitted for their approval in connection with the Draft Merger Agreement; and

**WHEREAS**, capitalized terms used but not defined herein shall have the meanings given to such terms in the Draft Merger Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board, after full discussion and deliberation and after review of the terms and conditions of the Proposed Merger, (i) has determined that the Proposed Merger, the Draft Merger Agreement and the transactions contemplated thereby are fair to and in the best interests of the Corporation and its shareholders and (ii) hereby approves and adopts the Draft Merger Agreement, and the transactions contemplated thereby, including the Proposed Merger and the Bank Merger;

**BE IT FURTHER RESOLVED**, that the Draft Merger Agreement and the transactions and other matters contemplated thereby, each be, and the same hereby are, authorized and approved substantially on the terms and conditions presented to the Board, including without limitation (i) the Proposed Merger occurring as of the Effective Time, (ii) the conversion of each outstanding share of Common Stock into the Merger Consideration and (iii) the conversion of each outstanding share of Preferred Stock into a corresponding share of BB&T Preferred Stock; and

**BE IT FURTHER RESOLVED**, that (i) the Chief Executive Officer, Chief Financial Officer and General Counsel (collectively, the “Proper Officers”), or any designee of any of them, be, and each of them hereby is, in the name and on behalf of the Corporation, authorized to execute and deliver the Draft Merger Agreement substantially in the form presented to the Board at this meeting, subject to such modifications or amendments (other than any amendment that decreases the Merger Consideration or that alters the forms or mix of consideration to be paid in the Proposed Merger, which amendment shall be approved by the Board) thereto as the Proper Officer executing the same shall approve as being necessary, advisable or appropriate (as so executed, the “Merger Agreement”), such approval to be conclusively evidenced by such Proper Officer’s execution thereof, and (ii) the Board hereby authorizes the Proper Officers, and each of them, to make such amendments (other than any amendment that decreases the Merger Consideration or that alters the forms or mix of consideration to be paid in the Merger, which amendment shall be approved by the Board) to the Merger Agreement after its execution as such Authorized Officer shall deem necessary, advisable or appropriate, such execution to be conclusive evidence of such approval and of the authorization thereof by the Board; and

**BE IT FURTHER RESOLVED**, that the Board hereby authorizes and approves the performance by the Corporation of its obligations under the Merger Agreement in all respects; and

**BE IT FURTHER RESOLVED**, that, upon satisfaction of the conditions to closing of the Proposed Merger stated in the Merger Agreement (except such as may be waived in their discretion), the Proper Officers and their designees be, and each of them hereby is, authorized, in

the name and on behalf of the Corporation, to cause the Proposed Merger to become effective and to take all such other action and execute all such documents as any of them may deem necessary, advisable or appropriate in connection therewith, all without further action by the Board; and

**BE IT FURTHER RESOLVED**, that the Proper Officers and their designees be, and are hereby authorized, to enter into any contract, agreement or indenture, and to take such other actions as they deem necessary, advisable or appropriate, in each case in furtherance of the Proposed Merger, the Bank Merger and the other transactions contemplated by the Merger Agreement; and

**BE IT FURTHER RESOLVED**, that the Proper Officers and their designees, with the assistance of the Corporation's accountants and counsel, be, and each of them hereby is, authorized, in the name and on behalf of the Corporation, as appropriate, to prepare, execute, and file with the Securities and Exchange Commission (the "SEC") one or more proxy statements on the necessary, advisable or appropriate forms, and any other SEC filings necessary, advisable or appropriate in connection with the Proposed Merger and the other transactions contemplated by the Merger Agreement, in each case, including any and all exhibits, amendments and other documents relating thereto, all in such form as such officers and their designees executing the same, on the advice of counsel, may deem necessary, advisable or appropriate; and

**BE IT FURTHER RESOLVED**, that each officer and director who executes such SEC filings or any amendments thereto (whether on behalf of the Corporation or as an officer or director thereof or by attesting the seal of the Corporation or otherwise) be, and he or she hereby is, authorized to execute powers of attorney appointing Michael Harrington and Gregory Duncan, and each of them, severally, his or her true and lawful attorney and agent to execute in his or her name, place and stead (in any such capacity) and on behalf of the Corporation, such SEC filings and any and all amendments thereto, and all instruments necessary, advisable or appropriate or in connection therewith, to attest the seal of the Corporation thereon, and to file the same with the SEC, each such attorney and agent to have the power and authority to do and perform in the name and on behalf of such officers and directors, or both, as the case may be, and on behalf of the Corporation every act whatsoever necessary, advisable or appropriate to be done in the premises as fully and to all intents and purposes as any such officer or director might or could do in person; and

**FURTHER RESOLVED**, that, the Board hereby delegates to the Executive Committee of the Board (the "Executive Committee"), currently consisting of William H. Rogers, Jr., Dallas S. Clement, Paul R. Garcia, M. Douglas Ivester, Donna S. Morea, and David M. Ratcliffe, tasks relating to the administration of the Special Meeting, including setting the date, time, place and record date for the Special Meeting; and

**FURTHER RESOLVED**, that, the Executive Committee is hereby delegated the full power and authority of the Board with respect to setting the date, time, place and record date for the Special Meeting and the Executive Committee is hereby authorized, in its sole discretion, to determine the date, time, place and record date for the Special Meeting; and

**BE IT FURTHER RESOLVED**, that the transactions contemplated by the Merger Agreement that are required to be approved by the shareholders of the Corporation be submitted to the shareholders of the Corporation for approval in accordance with the provisions of applicable law, the Articles of Restatement of the Articles of Incorporation of the Corporation (the “Articles”), and the Amended and Restated Bylaws of the Corporation (the “Bylaws”), at the annual meeting of the Corporation (the “Annual Meeting”) or, alternatively, the Special Meeting to be held at such date, time and place, and with such record date as the Executive Committee may designate, and the Board hereby recommends approval and adoption by the shareholders of the Corporation of the Merger Agreement, the Proposed Merger and such other matters that are submitted for their approval in connection with the Merger Agreement and authorizes, directs and empowers the Corporation, acting through the Proper Officers or their designees, to solicit proxies on behalf of the Board from the shareholders of the Corporation entitled to vote at the Annual Meeting or the Special Meeting, as the case may be, in favor of such approval and adoption; and

**BE IT FURTHER RESOLVED**, that the Board hereby approves, in accordance with the provisions of the Articles and Bylaws and for purposes of Sections 14-2-1111 through 14-2-1113 and Sections 14-2-1131 through 14-2-1133, inclusive, of the Georgia Business Corporation Code, the Merger Agreement, the Proposed Merger and the entry by the Corporation into the Merger Agreement and the consummation by the Corporation of the transactions contemplated thereby and the Board hereby determines that BB&T shall not be an “Interested Shareholder” or an “Affiliate” of an Interested Shareholder within the meaning of Article Eleven of the Articles nor shall BB&T be an “interested shareholder” of the Corporation within the meaning of Section 14-2-1110 of the Georgia Business Corporation Code; and

**BE IT FURTHER RESOLVED**, that the Board hereby exempts to the extent necessary, and directs and empowers the Proper Officers to take all necessary, advisable or appropriate steps to exempt (or ensure the continued exemption of) the Merger Agreement and the transactions contemplated thereby from the requirements of any “moratorium”, “control share”, “fair price”, “takeover” and “interested shareholder” laws and regulations of any jurisdiction, including, without limitation, the State of Georgia, the State of North Carolina and any state that purports to apply to the Merger Agreement or the transactions contemplated thereby; and

**BE IT FURTHER RESOLVED**, that, in connection with the various filings, applications, and notices in connection with the foregoing, to the extent any federal or state governmental or administrative body, securities exchange or financial institution requires the adoption of form resolutions and authorizations consistent with the authorizations herein granted, such resolutions are hereby adopted as if fully set forth herein, and the Secretary of the Corporation may so certify if requested; and

**BE IT FURTHER RESOLVED**, that the Proper Officers and their designees be, and each of them hereby is, authorized to take, or cause to be taken, any and all action, to pay any and all charges or expenses and to make, execute and deliver, or cause to be made, executed and delivered, all agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Corporation as each of them may deem necessary, advisable or appropriate to carry out the purpose and intent of the foregoing resolutions, agreements relating to divestitures of assets, liabilities or branches in connection with the consummation of the Proposed Merger or

the Bank Merger, the filing a certificate of merger with the State of Georgia in such form as the executing officer may approve, taking actions in connection with the de-listing of the Common Stock from the New York Stock Exchange, and to perform, or cause to be performed, the obligations of the Corporation under any other agreement or document referred to herein, and that the execution by any such officer of any such agreement, instrument, certificate or document or the doing by any of them of any act in connection with the foregoing matters shall establish conclusively their authority thereof or from the Corporation and the approval and ratification by the Corporation of such agreement, instrument or document and the actions so taken; and

**BE IT FURTHER RESOLVED**, that Proper Officers and their designees be, and each such of them hereby is, authorized to take, or cause the Corporation or any of its direct or indirect subsidiaries to take, any actions they deem necessary, advisable or appropriate in order to effect all filings and to obtain all permits, authorizations, consents, orders, non-objections and approvals of applicable third parties, regulatory authorities and other governmental authorities, including (i) filings of applications and notices with, receipt of approvals or non-objections from, and expiration of the related waiting period required by foreign, federal and state banking authorities, including (A) applications and notices to the Board of Governors of the Federal Reserve System and the Federal Deposit Insurance Corporation and (B) an application to the Georgia Department of Banking and Finance and (ii) filings of notices, and expiration of the related waiting period, under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, (iii) filings of applications and notices with, and receipt of approvals or non-objections from, the SEC and state securities authorities, the New York Stock Exchange, the Financial Industry Regulatory Authority, applicable securities exchanges and self-regulatory organizations, and to make all other filings with, and seek all exemptive relief from, such third parties or authorities as may be required to effectuate or carry out the purpose and intent of these resolutions and to effectuate the Proposed Merger, the Bank Merger and the terms and conditions of the Merger Agreement, including making all filings, providing all notices and obtaining all consents, waivers, licenses, registrations, permits, authorizations, tax rulings, orders and approvals; and

**BE IT FURTHER RESOLVED**, that the Proper Officers and their designees be, and each of them hereby is, authorized and directed to do and perform all such acts, deeds and things and to make, execute and deliver, or cause to be made, executed and delivered, all such applications, filings, agreements, documents, instruments or certificates in the name and on behalf of the Corporation and each direct and indirect subsidiary of the Corporation as such Proper Officer may deem necessary, advisable or appropriate to effectuate or carry out the purpose and intent of these resolutions and to effectuate the Proposed Merger, the Bank Merger and the terms and conditions of the Merger Agreement; and

**BE IT FURTHER RESOLVED**, that the necessity, advisability and appropriateness of any action taken, any approval given or any amendment or change to any document or agreement made by the Proper Officers pursuant to the authority granted under these resolutions shall be conclusively evidenced by the taking of any such action, or the execution, delivery or filing of any such document or agreement; and

**BE IT FURTHER RESOLVED**, that any and all actions heretofore taken and any and all things heretofore done by any of the Proper Officers or their designees in furtherance of and

consistent with the matters authorized by the foregoing resolutions be, and they hereby are, ratified, approved and confirmed as authorized and valid acts taken on behalf of the Corporation.

Public Exhibit 6

Form of Public Notice

## **NOTICE OF MERGER OF BANK HOLDING COMPANIES**

BB&T Corporation, located at 200 West Second Street, Winston-Salem, North Carolina 27101 (“BB&T”), has applied to the Federal Reserve Board for permission to merge with another bank holding company, SunTrust Banks, Inc., located at 303 Peachtree Street, Northeast, Atlanta, GA 30308 (“SunTrust”), and immediately thereafter with SunTrust’s wholly-owned subsidiary, SunTrust Bank Holding Company, located at 200 South Orange Ave, Orlando, FL, 32801 (“SBHC”), and thereby acquire control of their respective indirect and direct subsidiary bank, SunTrust Bank, located at 303 Peachtree Street, Northeast, Atlanta, GA 30308. BB&T will be the surviving entity of the mergers with both SunTrust and SBHC. The Federal Reserve considers a number of factors in deciding whether to approve the application including the record of performance of banks we own in helping to meet local credit needs.

You are invited to submit comments in writing on this application to the Federal Reserve Bank of Richmond, P.O. Box 27622, Richmond, VA 23261. Comments can also be sent electronically to [comments.applications@rich.frb.org](mailto:comments.applications@rich.frb.org). The comment period will not end before April 7, 2019, and may be somewhat longer. The Federal Reserve Board’s procedures for processing applications may be found at 12 C.F.R. Part 262. Procedures for processing protested applications may be found at 12 C.F.R. 262.25. To obtain a copy of the Federal Reserve Board’s procedures, or if you need more information about how to submit your comments on the application, contact Adam M. Drimer, Assistant Vice President, at (804) 697-8980. The Federal Reserve will consider your comments and any request for a public meeting or formal hearing on the application if they are received in writing by the Reserve Bank on or before the last day of the comment period.

You are also invited to send comments in writing on this application to the Department of Banking and Finance, State of Georgia, 2990 Brandywine Road, Suite 200, Atlanta, Georgia 30341-5565.

***Publication Date: March 8, 2019***

***Newspapers: Winston-Salem Journal, The Atlanta Journal-Constitution and The Charlotte Observer***

Public Exhibit 7

Pro Forma and Projected Balance Sheet, Income Statement, Capital Ratio, Asset Quality and Deposits and Loans (Redacted)

## UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

On February 7, 2019, BB&T and SunTrust entered into the merger agreement providing for the merger of SunTrust with and into BB&T, with BB&T as the surviving entity in the merger. Subject to the satisfaction or (to the extent permitted by law) waiver of the closing conditions set forth in the merger agreement, including the approval of the BB&T merger proposal by holders of BB&T common stock and the approval of the SunTrust merger proposal by holders of SunTrust common stock, SunTrust will merge with and into BB&T. In the merger, BB&T will be the surviving entity and SunTrust will no longer be a separate publicly traded corporation.

The unaudited pro forma condensed combined financial statements give effect to the following adjustments: (1) certain reclassifications to conform historical financial statement presentation of SunTrust to BB&T; (2) application of the acquisition method of accounting under the provisions of FASB ASC 805, "Business Combinations," to reflect estimated merger consideration of approximately \$29.7 billion in exchange for 100% of all outstanding shares of SunTrust common stock; and (3) transaction costs in connection with the merger.

The following unaudited pro forma condensed combined financial statements and related notes are based on the historical consolidated financial statements of BB&T and SunTrust for the year ended December 31, 2018, as reported in their respective FRY 9C, FRY 9LP and Call Reports. The unaudited pro forma condensed combined statement of income for the year ended December 31, 2018 combines the historical consolidated statements of income of BB&T and SunTrust, giving effect to the merger as if it had been completed on January 1, 2018. The accompanying unaudited pro forma condensed combined balance sheet as of December 31, 2018 combines the historical consolidated balance sheets of BB&T and SunTrust, giving effect to the merger as if it had been completed on December 31, 2018.

The historical consolidated financial information has been adjusted in the unaudited pro forma condensed combined financial statements to give effect to pro forma events that are (i) directly attributable to the merger, (ii) factually supportable and (iii) with respect to the unaudited pro forma condensed combined statements of income, expected to have a continuing effect on the combined results of BB&T and SunTrust. The unaudited pro forma condensed combined financial information contained herein does not reflect the costs of any integration activities or benefits that may result from the realization of future cost savings from operating efficiencies, or any other synergies that may result from the merger.

The statements and related notes are being provided for illustrative purposes only and do not purport to represent what the combined company's actual results of operations or financial position would have been had the merger been completed on the dates indicated, nor are they necessarily indicative of the combined company's future results of operations or financial position.

As of the date of this application, BB&T has not completed the valuation analysis and calculations in sufficient detail necessary to arrive at the required estimates of the fair market value of the SunTrust assets to be acquired or liabilities to be assumed, other than a preliminary estimate for intangible assets and certain financial assets and financial liabilities. Accordingly, apart from the aforementioned, certain SunTrust assets and liabilities are presented at their respective carrying amounts and should be treated as preliminary values. A final determination of the fair value of SunTrust's assets and liabilities will be based on SunTrust's actual assets and liabilities as of the closing date and, therefore, cannot be made prior to the completion of the merger. In addition, the value of the merger consideration to be paid by BB&T in shares of BB&T common stock upon the completion of the merger will be determined based on the closing price of BB&T common stock on the closing date and the number of issued and outstanding shares of SunTrust common stock immediately prior to the closing. Actual adjustments may differ from the amounts reflected in the unaudited pro forma condensed combined financial statements, and the differences may be material. Further, BB&T has not identified all adjustments necessary to conform SunTrust's accounting policies to BB&T's accounting policies. Upon completion of the merger, or as more information becomes available, BB&T will perform a more detailed review of SunTrust's accounting policies. As a result of that review, differences could be identified between the accounting policies of the two companies that, when conformed, could have a material impact on the combined company's financial information.

As a result of the foregoing, the pro forma adjustments are preliminary and are subject to change as additional information becomes available and as additional analysis is performed. The preliminary pro forma adjustments have been made solely for the purpose of providing the unaudited pro forma condensed combined financial statements. BB&T estimated the fair value of certain SunTrust assets and liabilities based on a preliminary valuation analysis, due diligence information, information presented in SunTrust's SEC filings and other publicly available information. Until the merger is completed, both companies are limited in their ability to share certain information.

Upon completion of the merger, a final determination of the fair value of SunTrust's assets acquired and liabilities assumed will be performed. Any changes in the fair values of the net assets or total purchase consideration as compared with the information shown in the unaudited pro forma condensed combined financial statements may change the amount of the total purchase consideration allocated to goodwill and other assets and liabilities and may impact the combined company's statement of income. The final purchase consideration allocation may be materially different than the preliminary purchase consideration allocation presented in the unaudited pro forma condensed combined financial statements.

**BB&T CORPORATION AND SUNTRUST BANKS, INC**  
**UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET**

December 31, 2018 (Dollars in millions)	BB&T Corporation	SunTrust Banks, Inc.	Pro Forma Adjustments	(Note 3)	Pro Forma Condensed Combined
<b>Assets</b>					
Cash and due from banks	\$ 3,689	\$ 5,816	\$ 561	(a)	\$ 10,066
Federal funds sold and securities purchased under resale agreements or similar arrangements	143	1,679	—		1,822
Securities available for sale	25,038	31,442	—		56,480
Securities held to maturity	20,552	—	—		20,552
Loans held for sale	988	1,467	1	(b)	2,456
Loans and leases, net	147,455	150,266	(1,894)	(c) (d)	295,827
Goodwill	9,818	6,331	5,360	(e)	21,509
Other intangible assets	758	13	4,487	(f)	5,258
Other assets	17,256	18,728	1,992	(g)	37,976
<b>Total assets</b>	<b>\$ 225,697</b>	<b>\$ 215,742</b>	<b>\$ 10,507</b>		<b>\$ 451,946</b>
<b>Liabilities</b>					
Deposits	\$ 161,199	\$ 162,631	\$ 62	(h)	\$ 323,892
Federal funds purchased and securities sold under repurchase agreements	250	2,288	—		2,538
Other borrowed money	28,492	21,556	116	(i)	50,164
Accounts payable and other liabilities	5,578	4,987	2,963	(j)	13,528
Total liabilities	195,519	191,462	3,141		390,122
<b>Shareholders' equity</b>					
Preferred stock	3,053	2,025	(98)		4,980
Common stock	3,817	553	2,320		6,690
Additional paid in capital	6,849	9,022	17,721		33,592
Retained earnings	18,118	19,522	(19,522)		18,118
Accumulated other comprehensive income and other	(1,715)	(6,945)	6,945		(1,715)
Total bank shareholders' equity	30,122	24,177	7,366	(k)	61,665
Noncontrolling interest	56	103	—		159
<b>Total shareholders' equity</b>	<b>30,178</b>	<b>24,280</b>	<b>7,366</b>		<b>61,824</b>
<b>Total liabilities and shareholders' equity</b>	<b>\$ 225,697</b>	<b>\$ 215,742</b>	<b>\$ 10,507</b>		<b>\$ 451,946</b>

See Notes to the Unaudited Pro Forma Condensed Combined Financial Statements.

**BB&T CORPORATION AND SUNTRUST BANKS, INC**  
**UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS**

Year Ended December 31, 2018 (Dollars in millions)	BB&T Corporation	SunTrust Banks, Inc.	Pro Forma Adjustments	(Note 4)	Pro Forma Condensed Combined
<b>Interest income</b>					
Interest and fees on loans	\$ 6,894	\$ 6,159	\$ 675	(a)	\$ 13,728
Interest on securities	1,180	853	—		2,033
Interest and dividends on investments / other	46	252	—		298
Total interest income	<u>8,120</u>	<u>7,264</u>	<u>675</u>		<u>16,059</u>
<b>Interest expense</b>					
Interest on deposits	644	711	188	(b)	1,543
Interest on other borrowed funds	794	507	(31)	(c)	1,270
Total interest expense	<u>1,438</u>	<u>1,218</u>	<u>157</u>		<u>2,813</u>
<b>Net interest income</b>	<u>6,682</u>	<u>6,046</u>	<u>518</u>		<u>13,246</u>
Provision for loan losses	592	218	—		810
<b>Net interest income after provision for loan losses</b>	<u>6,090</u>	<u>5,828</u>	<u>518</u>		<u>12,436</u>
<b>Noninterest income</b>					
Insurance	1,816	11	—		1,827
Service charges on deposits	712	616	—		1,328
Fees & commissions secs brokerage, annuities, advisory, etc	798	1,185	—		1,983
Other	1,541	1,519	—		3,060
Total noninterest income	<u>4,867</u>	<u>3,331</u>	<u>—</u>		<u>8,198</u>
<b>Noninterest expense</b>					
Employee compensation and benefits	4,313	3,332	—		7,645
Occupancy and equipment	758	538	—		1,296
Amortization	131	1	920	(d)	1,052
Other	1,694	1,984	—		3,678
Total noninterest expense	<u>6,896</u>	<u>5,855</u>	<u>920</u>		<u>13,671</u>
Unrealized holding gains (losses) on equity securities not held for trading	(1)	28	—		27
<b>Earnings</b>					
Income before income taxes	4,060	3,332	(402)		6,990
Income taxes	803	548	(96)	(e)	1,255
<b>Net income</b>	<u>3,257</u>	<u>2,784</u>	<u>(306)</u>		<u>5,735</u>
Net income attributable to noncontrolling interest	20	9	—		29
Dividends on preferred stock	174	107	—		281
<b>Net income (loss) attributable to Corporation</b>	<u>\$ 3,063</u>	<u>\$ 2,668</u>	<u>\$ (306)</u>		<u>\$ 5,425</u>

See Notes to the Unaudited Pro Forma Condensed Combined Financial Statements.

**BRANCH BANKING AND TRUST COMPANY AND SUNTRUST BANK**  
**UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET**

December 31, 2018 (Dollars in millions)	Branch Banking and Trust Company	SunTrust Bank	Pro Forma Adjustments	Pro Forma Condensed Combined
<b>Assets</b>				
Cash and due from banks	\$ 3,611	\$ 5,759		
Federal funds sold and securities purchased under resale agreements or similar arrangements	—	145		
Securities available for sale	24,905	31,344		
Securities held to maturity	20,552	—		
Loans held for sale	988	1,439		
Loans and leases, net	142,271	150,335		
Goodwill	9,617	5,892		
Other intangible assets	716	13		
Other assets	16,411	14,793		
<b>Total assets</b>	<b>\$ 219,071</b>	<b>\$ 209,720</b>		
<b>Liabilities</b>				
Deposits	\$ 168,539	\$ 164,741		
Federal funds purchased and securities sold under repurchase agreements	58	849		
Other borrowed money	17,364	16,370		
Accounts payable and other liabilities	5,040	3,143		
Total liabilities	191,001	185,103		
<b>Shareholders' equity</b>				
Preferred stock	—	—		
Common stock	24	22		
Additional paid in capital	20,815	13,404		
Retained earnings	8,886	12,490		
Accumulated other comprehensive income and other	(1,711)	(1,407)		
Total bank shareholders' equity	28,014	24,509		
Noncontrolling interest	56	108		
<b>Total shareholders' equity</b>	<b>28,070</b>	<b>24,617</b>		
<b>Total liabilities and shareholders' equity</b>	<b>\$ 219,071</b>	<b>\$ 209,720</b>		

See Notes to the Unaudited Pro Forma Condensed Combined Financial Statements.

**BRANCH BANKING AND TRUST COMPANY AND SUNTRUST BANK**  
**UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS**

Year Ended December 31, 2018 (Dollars in millions)	Branch Banking and Trust Company	SunTrust Bank	Pro Forma Adjustments	Pro Forma Condensed Combined
<b>Interest income</b>				
Interest and fees on loans	\$ 6,187	\$ 6,153		
Interest on securities	1,176	850		
Interest and dividends on investments / other	29	149		
Total interest income	<u>7,392</u>	<u>7,152</u>		
<b>Interest expense</b>				
Interest on deposits	649	736		
Interest on other borrowed funds	481	286		
Total interest expense	<u>1,130</u>	<u>1,022</u>		
<b>Net interest income</b>	<u>6,262</u>	<u>6,130</u>		
Provision for loan losses	314	218		
<b>Net interest income after provision for loan losses</b>	<u>5,948</u>	<u>5,912</u>		
<b>Noninterest income</b>				
Insurance	1,809	—		
Service charges on deposits	713	616		
Fees & commissions secs brokerage, annuities, advisory, etc	221	471		
Other	1,627	1,656		
Total noninterest income	<u>4,370</u>	<u>2,743</u>		
<b>Noninterest expense</b>				
Employee compensation and benefits	3,824	2,835		
Occupancy and equipment	732	532		
Amortization	127	1		
Other	1,588	1,887		
Total noninterest expense	<u>6,271</u>	<u>5,255</u>		
Unrealized holding gains (losses) on equity securities not held for trading	(1)	—		
<b>Earnings</b>				
Income before income taxes	4,046	3,400		
Income taxes	793	581		
<b>Net income</b>	<u>3,253</u>	<u>2,819</u>		
Net income attributable to noncontrolling interest	20	9		
<b>Net income (loss) attributable to Corporation</b>	<u>\$ 3,233</u>	<u>\$ 2,810</u>		

See Notes to the Unaudited Pro Forma Condensed Combined Financial Statements.

**BB&T CORPORATION AND SUNTRUST BANKS, INC (PARENT ONLY)**  
**UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET**

December 31, 2018 (Dollars in millions)	BB&T Corporation	SunTrust Banks, Inc.	Pro Forma Adjustments	Pro Forma Condensed Combined
<b>Assets</b>				
Cash and due from banks	\$ 7,232	\$ 1,536		
Securities	132	98		
Investment in subsidiaries	36,607	27,537		
Other intangible assets	—	211		
Other assets	52	512		
<b>Total assets</b>	<b>\$ 44,023</b>	<b>\$ 29,894</b>		
<b>Liabilities</b>				
Short-term borrowed funds	\$ 1,645	\$ 1,145		
Other borrowed money	12,067	3,117		
Accounts payable and other liabilities	189	1,455		
Total liabilities	13,901	5,717		
<b>Shareholders' equity</b>				
Preferred stock	3,053	2,025		
Common stock	3,817	553		
Additional paid in capital	6,849	9,022		
Retained earnings	18,118	19,522		
Accumulated other comprehensive income and other	(1,715)	(6,945)		
<b>Total bank shareholders' equity</b>	<b>30,122</b>	<b>24,177</b>		
<b>Total liabilities and shareholders' equity</b>	<b>\$ 44,023</b>	<b>\$ 29,894</b>		

See Notes to the Unaudited Pro Forma Condensed Combined Financial Statements.

**BB&T CORPORATION AND SUNTRUST BANKS, INC (PARENT ONLY)**  
**UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS**

Year Ended December 31, 2018 (Dollars in millions)	BB&T Corporation	SunTrust Banks, Inc.	Pro Forma Adjustments	Pro Forma Condensed Combined
<b>Operating Income</b>				
Income from bank subsidiaries:				
Dividends	\$ 2,825	\$ —		
Interest	61	—		
Management and service fees	23	—		
Total income from bank subsidiaries	2,909	—		
Income from nonbank subsidiaries:				
Dividends	147	80		
Interest	78	12		
Management and service fees	2	—		
Total income from non-bank subsidiaries	227	92		
Income from subsidiary holding companies:				
Dividends	—	2,300		
Interest	—	43		
Total income from subsidiary holding companies	—	2,343		
Securities gains (losses), net	2	—		
All other operating income	5	6		
<b>Total operating income</b>	<b>3,143</b>	<b>2,441</b>		
<b>Operating expense</b>				
Salaries and employee benefits	9	40		
Interest expense	364	149		
Provision for loan losses	—	—		
All other expenses	73	46		
<b>Total operating expense</b>	<b>446</b>	<b>235</b>		
<b>Income (loss) before unrealized holding gains (losses) on equity securities not held for trading</b>	<b>2,697</b>	<b>2,206</b>		
Unrealized holding gains (losses) on equity securities not held for trading	—	28		
<b>Earnings</b>				
Income before income taxes	2,697	2,234		
Income tax benefit	(52)	(20)		
<b>Income (loss) before undistributed income</b>	<b>2,749</b>	<b>2,254</b>		
Equity in undistributed income (loss) of subsidiaries and associated companies	488	521		
<b>Net income (loss)</b>	<b>\$ 3,237</b>	<b>\$ 2,775</b>		

See Notes to the Unaudited Pro Forma Condensed Combined Financial Statements.

## NOTES TO THE UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

### **Note 1. Basis of pro forma presentation**

The accompanying unaudited pro forma condensed combined financial statements and related notes were prepared in accordance with Article 11 of Regulation S-X. The unaudited pro forma condensed combined statement of income for the year ended December 31, 2018 combines the historical consolidated statements of income of BB&T and SunTrust, giving effect to the merger as if it had been completed on January 1, 2018. The accompanying unaudited pro forma condensed combined balance sheet as of December 31, 2018 combines the historical consolidated balance sheets of BB&T and SunTrust, giving effect to the merger as if it had been completed on December 31, 2018.

BB&T's and SunTrust's historical financial statements were prepared in accordance with U.S. GAAP and presented in U.S. dollars. As discussed in Note 3, certain reclassifications were made to align BB&T's and SunTrust's financial statement presentation. BB&T has not identified all adjustments necessary to conform SunTrust's accounting policies to BB&T's accounting policies. Upon completion of the merger, or as more information becomes available, BB&T will perform a more detailed review of SunTrust's accounting policies. As a result of that review, differences could be identified between the accounting policies of the two companies that, when conformed, could have a material impact on the combined company's financial information.

Adjustments detailed in Note 2 through Note 4 relate to the consolidated combined entity. Refer to Note 5 for a preliminary allocation of the adjustments to the parent, the bank and the non-bank subsidiaries.

The accompanying unaudited pro forma condensed combined financial statements and related notes were prepared using the acquisition method of accounting under the provisions of ASC 805, with BB&T considered the acquirer of SunTrust. ASC 805 requires, among other things, that the assets acquired and liabilities assumed in a business combination be recognized at their fair values as of the acquisition date. For purposes of the unaudited pro forma condensed combined balance sheet, the purchase consideration has been allocated to the assets acquired and liabilities assumed of SunTrust based upon management's preliminary estimate of their fair values as of December 31, 2018. BB&T has not completed the valuation analysis and calculations in sufficient detail necessary to arrive at the required estimates of the fair market value of the SunTrust assets to be acquired or liabilities assumed, other than a preliminary estimate for intangible assets and certain financial assets and financial liabilities. Accordingly, apart from the aforementioned, certain SunTrust assets and liabilities are presented at their respective carrying amounts and should be treated as preliminary values. Any differences between the fair value of the consideration transferred and the fair value of the assets acquired and liabilities assumed will be recorded as goodwill. Accordingly, the purchase price allocation and related adjustments reflected in these unaudited pro forma condensed combined financial statements are preliminary and subject to revision based on a final determination of fair value.

All dollar amounts presented within these Notes to Unaudited Pro Forma Condensed Combined Financial Statements are in millions, except per share data. Share amounts are in thousands.

### **Note 2. Preliminary purchase price allocation**

Refer to the table below for the preliminary calculation of estimated merger consideration:

Preliminary calculation of estimated merger consideration (Dollars in millions, except per share data, shares in thousands)	Note	Amount
Share consideration:		
Shares of SunTrust common stock	(i)	443,710
Exchange ratio		1.295
BB&T common stock to be issued		574,604
BB&T's share price on March 5, 2019		\$ 51.70
Preliminary fair value of estimated total merger consideration	(ii)	\$ 29,707

- (i) Under the terms of the merger agreement, holders of SunTrust common stock have the right to receive a fixed exchange ratio of 1.295 shares of BB&T common stock, par value \$5.00 per share, for each share of SunTrust common stock. For purposes of the unaudited pro forma condensed combined balance sheet, the estimated merger consideration is based on the total number of shares of SunTrust common stock issued and outstanding as of March 5, 2019 and the closing price per share of BB&T common stock on March 5, 2019. A 10% change in the closing price per share of BB&T common stock would increase or decrease the estimated fair value of share consideration transferred by approximately \$3.0 billion.
- (ii) In connection with the merger, BB&T has agreed to convert certain equity awards held by SunTrust employees into BB&T equity awards. At this time, BB&T has not completed its analysis and calculations in sufficient detail related to eligible employees and vesting schedules in order to quantify a pro forma adjustment. Any resulting adjustment may result in the recognition of an incremental component of purchase consideration transferred, which is not currently reflected in the preliminary estimate of merger consideration.

The preliminary estimated merger consideration as shown in the table above is allocated to the tangible and intangible assets acquired and liabilities assumed of SunTrust based on their preliminary estimated fair values. As mentioned above in Note 1, BB&T has not completed the valuation analysis and calculations in sufficient detail necessary to arrive at the required estimates of the fair market value of the SunTrust assets to be acquired or liabilities assumed, other than a preliminary estimate for intangible assets and certain financial assets and financial liabilities. Accordingly, apart from the aforementioned, certain assets acquired and liabilities assumed are presented at their respective carrying amounts and should be treated as preliminary values. The fair value assessments are preliminary and are based upon available information and certain assumptions, which BB&T believes are reasonable under the circumstances. Actual results may differ materially from the assumptions within the unaudited pro forma condensed combined financial statements.

The following table sets forth a preliminary allocation of the estimated merger consideration to the fair value of the identifiable tangible and intangible assets acquired and liabilities assumed of SunTrust using SunTrust's audited consolidated balance sheet as of December 31, 2018:

December 31, 2018 (Dollars in millions)	Amount
Preliminary fair value of estimated total merger consideration	\$ 29,707
<b>Assets</b>	
Cash and cash equivalents	8,147
Investment securities	31,442
LHFS	1,469
Loans and leases	148,330
CDI and other intangible assets	4,500
Other assets	20,562
Total assets	<u>214,450</u>
<b>Liabilities and equity</b>	
Deposits	(162,651)
Short-term borrowings	(8,772)
Long-term debt	(15,188)
Accounts payable and other liabilities	(7,793)
Total liabilities	<u>(194,404)</u>
Preferred stock	(1,927)
Noncontrolling interest	(103)
Less: Net assets	<u>18,016</u>
Goodwill	<u>\$ 11,691</u>

### Note 3. Adjustments to the unaudited pro forma condensed combined balance sheet

Refer to the items below for a reconciliation of the pro forma adjustments reflected in the unaudited pro forma condensed combined balance sheet:

(a) Adjustment to cash and cash equivalents as follows:

December 31, 2018 (Dollars in millions)	Note	Amount
Present derivative instruments gross	(i)	\$ 652
Estimated transaction costs	(ii)	(91)
Pro forma net adjustment to cash and cash equivalents		<u>\$ 561</u>

- (i) Reflects an adjustment to present SunTrust's derivative instruments on a gross basis, including collateral posted or received, to conform to BB&T's financial statement presentation.
- (ii) Reflects cash paid after-tax for estimated transaction costs to be incurred by both BB&T and SunTrust as a result of the merger.

(b) Adjustment to loans held for sale (LHFS) to reflect preliminary estimated fair value of acquired LHFS.

(c) Adjustment to loans and leases of \$3.5 billion to reflect preliminary estimated fair value adjustments to acquired loans of \$3.0 billion for credit (approximately 2% of SunTrust loans) and \$472 million for current interest rates and other (representing the remaining mark-to-market adjustment). The Company utilized the publicly disclosed fair value from the SunTrust Annual Report on Form 10-K as a proxy for the fair value for purposes of these pro forma financial statements.

(d) Adjustment to eliminate historical allowance for loan and lease losses (ALLL) of \$1.6 billion to reflect acquired loans and leases at fair value.

(e) Adjustment to goodwill based on the preliminary purchase price allocation as follows:

December 31, 2018 (Dollars in millions)	Note	Amount
Fair value of consideration transferred in excess of the preliminary fair value of net assets acquired	(i)	\$ 11,691
Removal of SunTrust's historical goodwill		(6,331)
Pro forma net adjustment to goodwill		<u>\$ 5,360</u>

(i) Goodwill represents the excess of the estimated merger consideration over the preliminary fair value of net assets acquired. Refer to the preliminary estimated merger consideration allocation in Note 2 above for more details.

(f) Adjustment to Core deposit intangible assets ("CDI") and other intangible assets to reflect the preliminary estimated fair value of acquired intangibles, including CDI, other customer relationships for both banking and non-banking businesses, technology and other, as follows:

December 31, 2018 (Dollars in millions)	Note	Amount
Removal of SunTrust's historical intangible assets		(13)
Fair value of CDI and other intangible assets acquired	(i)	4,500
Pro forma net adjustment to CDI and other intangibles assets		<u>\$ 4,487</u>

(i) BB&T performed a preliminary fair value assessment of CDI and other intangible assets. The estimated weighted average useful life of the intangible assets is 9.3 years.

(g) Adjustment to other assets to conform SunTrust's presentation of CDI and other intangible assets and derivative instruments to BB&T's financial statement presentation as follows:

December 31, 2018 (Dollars in millions)	Note	Amount
Present derivative instruments gross	(i)	1,992
Pro forma net adjustment to other assets		<u>\$ 1,992</u>

(i) As mentioned in Note 3(a)(i), reflects an adjustment to present SunTrust's derivative instruments on a gross basis, including collateral posted or received, to conform to BB&T's financial statement presentation.

(h) Adjustment to deposits as follows:

December 31, 2018 (Dollars in millions)	Note	Amount
Estimated fair value adjustment for deposits	(i)	\$ (276)
Present derivative instruments gross	(ii)	338
Pro forma net adjustment to deposits		<u>\$ 62</u>

(i) Reflects the preliminary estimated fair value of deposits acquired.

(ii) As mentioned in Note 3(a)(i), reflects an adjustment to present SunTrust's derivative instruments on a gross basis, including collateral posted or received, to conform to BB&T's financial statement presentation.

(i) Adjustment to long-term debt to reflect the preliminary estimated fair value of acquired long-term debt. The carrying value of short-term borrowings was equal to the fair value.

(j) Adjustment to accounts payable and other liabilities as follows:

December 31, 2018 (Dollars in millions)	Note	Amount
Present derivative instruments gross	(i)	\$ 2,306
Deferred tax effect of pro forma adjustments	(ii)	657
Pro forma net adjustment to accounts payable and other liabilities		<u>\$ 2,963</u>

- (i) As mentioned in Note 3(a)(i), reflects an adjustment to present SunTrust's derivative instruments on a gross basis, including collateral posted or received, to conform to BB&T's financial statement presentation.
- (ii) Reflects a deferred income tax liability resulting from the preliminary fair value adjustments to intangible assets and certain financial assets and financial liabilities. The estimate of the deferred tax liability was determined based on the book and tax basis differences using a blended federal and state statutory rate of 23.85%. This estimate of the deferred income tax liability is preliminary and subject to change based on BB&T's final determination of the fair values of the net assets acquired by jurisdiction.

(k) Adjustment to BB&T's and SunTrust's shareholders' equity based on the following:

December 31, 2018 (Dollars in millions)	Note	Amount
Fair value of common stock issued to the sellers	(i)	\$ 29,707
Estimated transaction costs	(ii)	(91)
Fair value of SunTrust preferred stock	(iii)	1,927
Pro forma adjustment to BB&T shareholders' equity		<u>31,543</u>
Removal of SunTrust's historical shareholders' equity		<u>(24,177)</u>
Pro forma net adjustment to total shareholders' equity		<u>\$ 7,366</u>

- (i) As mentioned in Note 2, the estimated value of BB&T common shares to be issued pursuant to the merger agreement is \$29.7 billion.
- (ii) As mentioned in Note 3(a)(ii), reflects cash paid after-tax for estimated transaction costs to be incurred by both BB&T and SunTrust as a result of the merger.
- (iii) Reflects the preliminary estimated fair value of SunTrust preferred stock converted into BB&T preferred stock.

#### **Note 4. Adjustments to the unaudited pro forma condensed combined statement of income**

Refer to the items below for a reconciliation of the adjustments reflected in the unaudited pro forma condensed combined statement of income:

- (a) Net adjustment to interest income of \$675 million for the year ended December 31, 2018 to eliminate SunTrust amortization on loans and leases and record estimated amortization of premiums and accretion of discounts on acquired loans and leases.
- (b) Net adjustment to interest expense of \$188 million for the year ended December 31, 2018 to record estimated amortization of premiums and accretion of discounts on acquired deposits.
- (c) Net adjustments to interest expense of \$31 million for the year ended December 31, 2018 to eliminate SunTrust amortization on long-term debt and record estimated amortization on acquired long-term debt.

- (d) The newly acquired CDI and other intangible assets have been amortized using the sum of the years digits methodology based on an estimated weighted average useful life of 9.3 years. Pro forma amortization expense includes amortization expense for the newly identified intangible assets less the amortization expense of SunTrust's historical intangible assets. BB&T is still in the process of evaluating the fair value of the intangible assets. Any resulting change in the fair value would have a direct impact to amortization expense.

Year Ended December 31, 2018 (Dollars in millions)	Estimated fair value	Weighted- average useful life	Amount
Amortization expense for intangible assets	\$4,500	9.3 years	\$ 922
Less: Historical SunTrust amortization			(2)
Pro forma net adjustment to amortization of intangibles			<u>\$ 920</u>
Amortization for the next five years:			
2019			\$ 815
2020			708
2021			601
2022			494
2023			387

- (e) To record the income tax impact on the pro forma adjustments utilizing the blended federal and state statutory income tax rate of 23.85% for the year ended December 31, 2018.

**Note 5. Adjustments to the unaudited pro forma condensed combined balance sheet by entity**

Refer to the table below for the adjustments to the unaudited pro forma condensed combined balance sheet by entity.

Goodwill was pushed down to the Bank and Non-Bank subsidiaries based on the relative level of revenues contributed. Intangible assets other than CDI were allocated between the bank and the Non-Bank subsidiaries based on the relative level of noninterest revenues contributed.

December 31, 2018 (Dollars in millions)	Parent Company		Branch Bank		Non-Bank Subsidiaries		Eliminations		Branch Bank Derivatives	Net Corporation Pro Forma Adjustments	Net Branch Bank Pro Forma Adjustments	Net Parent Company Pro Forma Adjustments
	Debit	Credit	Debit	Credit	Debit	Credit	Debit	Credit				
<b>Assets</b>												
Cash and cash equivalents												
Loans and leases, net of ALLL												
Other assets												
Goodwill												
CDI and other intangible assets												
Investment in subsidiaries												
<b>Total assets</b>												
<b>Liabilities</b>												
Deposits												
Debt												
Accounts payable and other liabilities												
Total liabilities												
<b>Shareholders' equity</b>												
<b>Total liabilities and shareholders' equity</b>												

**Note 6. Loans**

**BB&T CORPORATION AND SUNTRUST BANKS, INC  
UNAUDITED PRO FORMA CONDENSED COMBINED LOANS**

December 31, 2018 (Dollars in millions)	BB&T Corporation	SunTrust Banks, Inc. (2)	Pro Forma Condensed Combined
<b>Loans &amp; leases (1):</b>			
Construction & land development	\$ 5,881	\$ 3,817	\$ 9,698
Farm	639	13	652
1-4 family	41,340	40,032	81,372
Multifamily	2,970	1,744	4,714
Commercial real estate	26,994	14,320	41,314
Commercial & industrial	30,585	40,926	71,511
Depository institutions	1	100	101
Agricultural production	232	35	267
Consumer	21,825	31,670	53,495
Other	17,499	16,499	33,998
Leases	2,035	4,193	6,228
<b>Total loans &amp; leases</b>	<b>\$ 150,001</b>	<b>\$ 153,349</b>	<b>\$ 303,350</b>

(1) Includes loans held for sale.

(2) Does not include the fair value mark on the loan balances.

**BRANCH BANKING AND TRUST COMPANY AND SUNTRUST BANK  
UNAUDITED PRO FORMA CONDENSED COMBINED LOANS**

December 31, 2018 (Dollars in millions)	Branch Banking and Trust Company	SunTrust Bank (2)	Pro Forma Condensed Combined
<b>Loans &amp; leases (1):</b>			
Construction & land development	\$ 5,881	\$ 3,817	\$ 9,698
Farm	639	13	652
1-4 family	41,340	40,031	81,371
Multifamily	2,970	1,744	4,714
Commercial real estate	26,994	14,320	41,314
Commercial & industrial	30,585	41,235	71,820
Depository institutions	1	100	101
Agricultural production	232	35	267
Consumer	16,493	31,669	48,162
Other	17,375	16,612	33,987
Leases	2,035	3,812	5,847
<b>Total loans &amp; leases</b>	<b>\$ 144,545</b>	<b>\$ 153,388</b>	<b>\$ 297,933</b>

(1) Includes loans held for sale.

(2) Does not include the fair value mark on the loan balances.

**Note 7. Asset quality**

**BB&T CORPORATION AND SUNTRUST BANKS, INC**  
**UNAUDITED PRO FORMA CONDENSED COMBINED ASSET QUALITY**

December 31, 2018 (Dollars in millions)	BB&T Corporation	SunTrust Banks, Inc.	Pro Forma Condensed Combined
<b>Other assets specially mentioned:</b>			
Special mention			
<b>Classified assets:</b>			
Substandard (1)			
Doubtful			
Loss			
<b>Total classified assets</b>			
<b>Nonperforming assets:</b>			
Nonaccrual loans (2)	\$ 346	\$ 235	\$ 581
OREO (3)	48	72	120
Other repossessed assets	28	9	37
TDRs:			
Current	775	2,259	3,034
30-89 days PD	184	71	255
90+ days PD	162	8	170
Nonperforming	176	291	467
<b>Total nonperforming assets</b>	<b>\$ 1,719</b>	<b>\$ 2,945</b>	<b>\$ 4,664</b>
<b>Accruing loans:</b>			
90+ days past due (3)	\$ 301	\$ 1,645	\$ 1,946
Tier 1 capital & ALLL	\$ 23,014		
Gross loans (4) & OREO	\$ 150,049		
Criticized assets / Tier 1 capital & ALLL			
Classified assets / Tier 1 capital & ALLL			
Nonperforming assets / gross loans & OREO	1.15%		

(2) Excludes nonperforming TDRs.

(3) Excludes TDRs 90+ days past due.

(4) Proforma gross loans include the credit mark on loans and the elimination of the allowance of SunTrust.

**BRANCH BANKING AND TRUST COMPANY AND SUNTRUST BANK**  
**UNAUDITED PRO FORMA CONDENSED COMBINED ASSET QUALITY**

December 31, 2018 (Dollars in millions)	Branch Banking and Trust Company	SunTrust Bank	Pro Forma Condensed Combined
<b>Other assets specially mentioned:</b>			
Special mention			
<b>Classified assets:</b>			
Substandard (1)			
Doubtful			
Loss			
<b>Total classified assets</b>			
<b>Nonperforming assets:</b>			
Nonaccrual loans (2)	\$ 292	\$ 235	\$ 527
OREO (3)	48	72	120
Other repossessed assets			
TDRs:			
Current	541	2,259	2,800
30-89 days PD	126	71	197
90+ days PD	162	8	170
Nonperforming	155	291	446
<b>Total nonperforming assets</b>			
<b>Accruing loans:</b>			
90+ days past due (3)	\$ 301	\$ 1,645	\$ 1,946
Tier 1 capital & ALLL	\$ 20,857		
Gross loans (4) & OREO	\$ 144,593		
Criticized assets / Tier 1 capital & ALLL			
Classified assets / Tier 1 capital & ALLL			
Nonperforming assets / gross loans & OREO			

(2) Excludes nonperforming TDRs.

(3) Excludes TDRs 90+ days past due.

(4) Proforma gross loans include the credit mark on loans and the elimination of the allowance of SunTrust.

**Note 8. Deposits**

**BB&T CORPORATION AND SUNTRUST BANKS, INC  
UNAUDITED PRO FORMA CONDENSED COMBINED DEPOSITS**

December 31, 2018 (Dollars in millions)	BB&T Corporation	SunTrust Banks, Inc.	Pro Forma Condensed Combined
<b>Transaction accounts:</b>			
Individuals, partnerships, and corporations			
U.S. government			
States and political subdivisions in the U.S.			
Commercial banks			
<b>Total transaction accounts</b>			
<b>Nontransaction accounts:</b>			
Individuals, partnerships, and corporations			
States and political subdivisions in the U.S.			
Commercial banks			
<b>Total nontransaction accounts</b>			
<b>Total deposits</b>	\$ 161,199	\$ 162,631	\$ 323,830

**BRANCH BANKING AND TRUST COMPANY AND SUNTRUST BANK  
UNAUDITED PRO FORMA CONDENSED COMBINED DEPOSITS**

December 31, 2018 (Dollars in millions)	Branch Banking and Trust Company	SunTrust Bank	Pro Forma Condensed Combined
<b>Transaction accounts:</b>			
Individuals, partnerships, and corporations	\$ 14,446	\$ 13,639	\$ 28,085
U.S. government	23	—	23
States and political subdivisions in the U.S.	1,894	804	2,698
Commercial banks	95	70	165
<b>Total transaction accounts</b>	<u>16,458</u>	<u>14,513</u>	<u>30,971</u>
<b>Nontransaction accounts:</b>			
Individuals, partnerships, and corporations	141,906	141,774	283,680
States and political subdivisions in the U.S.	10,162	8,153	18,315
Commercial banks	13	302	315
<b>Total nontransaction accounts</b>	<u>152,081</u>	<u>150,229</u>	<u>302,310</u>
<b>Total deposits</b>	\$ 168,539	\$ 164,742	\$ 333,281

**Note 9. Risk-based capital**

**BB&T CORPORATION AND SUNTRUST BANKS, INC**  
**UNAUDITED PRO FORMA CONDENSED COMBINED RISK-BASED CAPITAL**

(Dollars in millions)	December 31, 2018				Pro Forma Condensed Combined at Closing
	BB&T Corporation	Pro Forma Adjustments	Pro Forma Condensed Combined	Expected Growth During 2019	
Common equity Tier 1 capital before deductions	\$ 27,069				
Deductions:					
Goodwill net of associated DTLs	9,697				
Intangible assets net of associated DTLs	663				
AOCI gains (losses)	(1,696)				
Other deductions	—				
Common equity Tier 1 capital	<u>18,405</u>				
Additional Tier 1 capital	3,051				
Tier 1 capital	<u>21,456</u>				
Tier 2 capital	3,507				
Total capital	<u>\$ 24,963</u>				
Average total consolidated assets	\$ 224,745				
LESS: Deductions from CET1 & add Tier 1	10,362				
LESS: Other deductions for leverage ratio	(1,489)				
Total assets for leverage ratio	<u>\$ 215,872</u>				
Total risk-weighted assets	\$ 181,260				
Risk-based and leverage capital ratios:					
Common equity Tier 1 capital ratio	10.15%				
Tier 1 capital ratio	11.84%				
Total capital ratio	13.77%				
Tier 1 leverage ratio	9.94%				

**BRANCH BANKING AND TRUST COMPANY AND SUNTRUST BANK**  
**UNAUDITED PRO FORMA CONDENSED COMBINED RISK-BASED CAPITAL**

(Dollars in millions)	December 31, 2018			
	Branch Banking and Trust Company	Pro Forma Adjustments	Pro Forma Condensed Combined	Expected Growth During 2019
Common equity Tier 1 capital before deductions	\$ 28,014			
Deductions:				
Goodwill net of associated DTLs	9,512			
Intangible assets net of associated DTLs	623			
AOCI gains (losses)	(1,692)			
Common equity Tier 1 capital	19,571			
Additional Tier 1 capital	—			
Tier 1 capital	19,571			
Tier 2 capital	3,477			
Total capital	\$ 23,048			
Average total consolidated assets	\$ 218,106			
LESS: Deductions from CET1 & add Tier 1	10,135			
LESS: Other deductions for leverage ratio	(1,489)			
Total assets for leverage ratio	\$ 209,460			
Total risk-weighted assets	\$ 174,995			
Risk-based and leverage capital ratios:				
Common equity Tier 1 capital ratio	11.18%			
Tier 1 capital ratio	11.18%			
Total capital ratio	13.17%			
Tier 1 leverage ratio	9.34%			

**Note 10. Risk-weighted assets**

**BB&T CORPORATION AND SUNTRUST BANKS, INC**  
**UNAUDITED PRO FORMA CONDENSED COMBINED RISK-WEIGHTED ASSETS**

December 31, 2018 (Dollars in millions)	BB&T Corporation	SunTrust Banks, Inc.	Pro Forma Adjustments	Pro Forma Condensed Combined	
				Risk- Weighted Assets	RWA as a Percentage of Assets
<b>On balance sheet:</b>					
Cash and due from banks	\$ 157	\$ 328			
Federal funds sold and securities purchased under resale agreements or similar arrangements		8			
Securities available for sale (excludes securitizations)	3,445	3,164			
Securities held to maturity	2,586	—			
Loans held for sale	773	880			
Loans and leases, net (excludes securitizations)	132,376	125,435			
Other assets	16,421	12,666			
Securitizations	928	839			
<b>Total on balance sheet</b>	<b>156,686</b>	<b>143,320</b>			
<b>Off balance sheet:</b>					
Standby letters of credit	2,015	2,756			
Unfunded commitments	20,744	33,362			
Derivatives	303	2,147			
Other	1,036	1,520			
Securitizations	113	487			
Market risk assets	363	3,788			
<b>Total off balance sheet</b>	<b>24,574</b>	<b>44,060</b>			
<b>Risk-weighted assets</b>	<b>\$ 181,260</b>	<b>\$ 187,380</b>			

**BRANCH BANKING AND TRUST COMPANY AND SUNTRUST BANK**  
**UNAUDITED PRO FORMA CONDENSED COMBINED RISK-WEIGHTED ASSETS**

December 31, 2018 (Dollars in millions)				Pro Forma Condensed Combined		
	Branch Banking and Trust Company	SunTrust Bank	Pro Forma Adjustments	Risk- Weighted Assets	Assets	RWA as a Percentage of Assets
<b>On balance sheet:</b>						
Cash and due from banks	\$ 141	\$ 317				
Federal funds sold and securities purchased under resale agreements or similar arrangements		8				
Securities available for sale (excludes securitizations)	3,445	3,123				
Securities held to maturity	2,586	—				
Loans held for sale	773	851				
Loans and leases, net (excludes securitizations)	126,882	125,495				
Other assets	16,093	10,853				
Securitizations	928	852				
<b>Total on balance sheet</b>	<b>150,848</b>	<b>141,499</b>				
<b>Off balance sheet:</b>						
Standby letters of credit	2,022	2,756				
Unfunded commitments	20,749	33,659				
Derivatives	276	2,179				
Other	973	897				
Securitizations	113	487				
Market risk assets	14	1,504				
<b>Total off balance sheet</b>	<b>24,147</b>	<b>41,482</b>				
<b>Risk-weighted assets</b>	<b>\$ 174,995</b>	<b>\$ 182,981</b>				





BB&T Corporation and SunTrust Banks, Inc.  
 Projected Pro Forma Condensed Balance Sheet and Capital (Unaudited)  
 Three Years Post-Closing  
 (\$ in millions)

	At Close	2020				2021				2022			
	<u>12/31/2019</u>	<u>3/31/2020</u>	<u>6/30/2020</u>	<u>9/30/2020</u>	<u>12/31/2020</u>	<u>3/31/2021</u>	<u>6/30/2021</u>	<u>9/30/2021</u>	<u>12/31/2021</u>	<u>3/31/2022</u>	<u>6/30/2022</u>	<u>9/30/2022</u>	<u>12/31/2022</u>
<b>Assets</b>													
Cash	\$												
Investment Sec	\$												
Loans HFI	\$												
Loans HFS	\$												
Loan Loss Reserve	\$												
Goodwill	\$												
Other Intangibles	\$												
Other Assets	\$												
<b>Total Assets</b>	\$												
<b>Liabilities and Shareholder's Equity</b>													
Deposits	\$												
Borrowed Funds	\$												
Other Liabilities	\$												
<b>Total Liabilities</b>	\$												
Preferred Equity	\$												
Common Equity	\$												
Noncontrolling Interest	\$												
<b>Total Equity</b>	\$												
<b>Total Equity and Liabilities</b>	\$												
CET1	\$												
Tier I Capital	\$												
Total Capital	\$												
RWA	\$												
Tangible Assets	\$												
CET1 Ratio													
Tier I Cap Ratio													
Total Cap Ratio													
Leverage Ratio													

Branch Banking & Trust Company and SunTrust Bank  
 Projected Pro Forma Condensed Balance Sheet and Capital (Unaudited)  
 Three Years Post-Closing  
 (\$ in millions)

	At Close	2020				2021				2022			
	<u>12/31/2019</u>	<u>3/31/2020</u>	<u>6/30/2020</u>	<u>9/30/2020</u>	<u>12/31/2020</u>	<u>3/31/2021</u>	<u>6/30/2021</u>	<u>9/30/2021</u>	<u>12/31/2021</u>	<u>3/31/2022</u>	<u>6/30/2022</u>	<u>9/30/2022</u>	<u>12/31/2022</u>
<b>Assets</b>													
Cash	\$												
Investment Sec	\$												
Loans HFI	\$												
Loans HFS	\$												
Loan Loss Reserve	\$												
Goodwill	\$												
Other Intangibles	\$												
Other Assets	\$												
<b>Total Assets</b>	\$												
<b>Liabilities and Shareholder's Equity</b>													
Deposits	\$												
Borrowed Funds	\$												
Other Liabilities	\$												
<b>Total Liabilities</b>	\$												
Preferred Equity	\$												
Common Equity	\$												
Noncontrolling Interest	\$												
<b>Total Equity</b>	\$												
<b>Total Equity and Liabilities</b>	\$												
CET1	\$												
Tier I Capital	\$												
Total Capital	\$												
RWA	\$												
Tangible Assets	\$												
CET1 Ratio													
Tier I Cap Ratio													
Total Cap Ratio													
Leverage Ratio													

BB&T Corporation and SunTrust Banks, Inc.  
 Projected Pro Forma Income Statements (Unaudited)  
 Three Years Post-Closing  
 (\$ in millions)

	2020					2021					2022				
	<u>3/31/2020</u>	<u>6/30/2020</u>	<u>9/30/2020</u>	<u>12/31/2020</u>	<u>YTD 2020</u>	<u>3/31/2021</u>	<u>6/30/2021</u>	<u>9/30/2021</u>	<u>12/31/2021</u>	<u>YTD 2021</u>	<u>3/31/2022</u>	<u>6/30/2022</u>	<u>9/30/2022</u>	<u>12/31/2022</u>	<u>YTD 2022</u>
<b>Net Interest Income</b>	\$														
<b>Non-interest Income</b>	\$														
Service charges on deposits	\$														
Other service charges and fees	\$														
Fees and comm - secs brokerage, annuities, advisory, etc	\$														
Insurance	\$														
Other	\$														
<b>Total Non-interest Income</b>	\$														
<b>Revenue</b>	\$														
<b>Provision for Credit Loss</b>	\$														
<b>Non-interest Expense</b>	\$														
Employee compensation and benefits	\$														
Occupancy and equipment	\$														
Data processing	\$														
Amortization	\$														
Merger-related and restructuring charges	\$														
Other	\$														
<b>Total Non-interest Expenses</b>	\$														
Income before unrealized holding gains (losses)	\$														
Unrealized holding gains (losses) on equity securities not held for trading	\$														
<b>Pre-Tax Income</b>	\$														
Taxes	\$														
<b>Net Income before Noncontrolling Interest and Preferred Dividends</b>	\$														
Net Inc Attributable to Noncontrolling Interest	\$														
Preferred Dividends	\$														
<b>Net Income to Common</b>	\$														
<b>Cash Net Income to Common</b>	\$														
<b>Adjustment for MRCs after tax (Marginal Rate)</b>	\$														
<b>Net Income to Common excluding MRCs</b>	\$														

Branch Banking & Trust Company and SunTrust Bank  
 Projected Pro Forma Income Statements (Unaudited)  
 Three Years Post-Closing  
 (\$ in millions)

	2020					2021					2022				
	<u>3/31/2020</u>	<u>6/30/2020</u>	<u>9/30/2020</u>	<u>12/31/2020</u>	<u>YTD 2020</u>	<u>3/31/2021</u>	<u>6/30/2021</u>	<u>9/30/2021</u>	<u>12/31/2021</u>	<u>YTD 2021</u>	<u>3/31/2022</u>	<u>6/30/2022</u>	<u>9/30/2022</u>	<u>12/31/2022</u>	<u>YTD 2022</u>
<b>Net Interest Income</b>	\$														
<b>Non-interest Income</b>	\$														
Service charges on deposits	\$														
Other service charges and fees	\$														
Fees and comm - secs brokerage, annuities, advisory, etc	\$														
Insurance	\$														
Other	\$														
<b>Total Non-interest Income</b>	\$														
<b>Revenue</b>	\$														
<b>Provision for Credit Loss</b>	\$														
<b>Non-interest Expense</b>	\$														
Employee compensation and benefits	\$														
Occupancy and equipment	\$														
Data processing	\$														
Amortization	\$														
Merger-related and restructuring charges	\$														
Other	\$														
<b>Total Non-interest Expenses</b>	\$														
Income before unrealized holding gains (losses)	\$														
Unrealized holding gains (losses) on equity securities not held for trading	\$														
<b>Pre-Tax Income</b>	\$														
Taxes	\$														
<b>Net Income before Noncontrolling Interest</b>	\$														
Net Inc Attributable to Noncontrolling Interest	\$														
<b>Net Income</b>	\$														
<b>Adjustment for MRCs after tax (Marginal Rate)</b>	\$														
<b>Net Income to Common excluding MRCs</b>	\$														

Public Exhibit 8

BB&T's Enterprise-Wide Risk Management Program Overview

## **BB&T CORPORATION**

### **OVERVIEW OF ENTERPRISE RISK MANAGEMENT FRAMEWORK**

BB&T's Boards of Directors (the "Boards")<sup>1</sup> and Executive Management are committed to a strong Risk Management Framework, which is the foundation for consistent and effective management of risks. The Risk Management Organization ("RMO") is responsible for identification, measurement, monitoring, assessment, controlling, and reporting of risk. In order to effectively meet its obligations, the RMO has established a Risk Management Framework and risk management capabilities that support BB&T's overall Vision, Mission, and Values.

Key components of the Risk Management Framework include:

- Risk Culture/Universal Risk Values
- Risk Oversight and Governance
- Risk Capacity and Appetite
- Policies and Procedures
- Key Risk Management Programs and Practices

#### **Risk Culture**

BB&T has defined and established an enterprise-wide risk culture that places an emphasis on effective risk management through a strong tone from the top by the Boards and Executive Management, accountability throughout the organization, an effective challenge environment, and incentives to encourage appropriate risk management behavior. BB&T's risk culture is a foundational element of the Risk Management Framework encouraging the necessary mindset and behavior to enable effective risk management and promotes sound risk taking behavior consistent with the following Universal Risk Values:

#### **Universal Risk Values**

- Managing risk is the responsibility of every BB&T associate.
- Proactively identifying risk and managing the inherent risks of their business is the responsibility of our Business Units.
- Managing risk with a balanced approach, which includes quality, profitability, and growth.
- Ensuring the appropriate return for the risk taken.
- Utilizing accurate and consistent risk management practices.
- Thoroughly analyzing risk quantitatively and qualitatively with judgments clearly identified.
- Realizing lower cost of capital from high quality risk management.
- Measuring what is managed and managing what is measured.

#### **Risk Oversight and Governance**

The Risk Committee of the Boards ("RCOB") is appointed by the Boards to assist the Boards in its oversight of the BB&T's risk management function. The RCOB has qualified, independent directors

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<sup>1</sup> References within this document to "the Board", "the Boards" or "the Boards of Directors" signify both the Branch Banking and Trust Company Board of Directors and the BB&T Corporation Board of Directors, collectively.

responsible for approving and periodically reviewing the Risk Management Framework and risk management policies, overseeing management's implementation of the Risk Management Framework and significant risk policies, and providing effective challenge to senior management's risk decisions. Execution of the Risk Management Framework is led by the Chief Risk Officer ("CRO"), who has a dual reporting channel to both the CEO and the RCOB, is responsible for proactively managing BB&T's risks through the direct oversight of BB&T's RMO. While the RCOB oversees the RMO, management is ultimately responsible for the identification of, planning for, responding to, and escalating material risks, including compliance risk, credit risk, liquidity risk, market risk, operational risk (including information technology risk), reputational risk, and strategic risk.

BB&T's Risk Management Framework is supported by three lines of defense that support risk governance across the enterprise. These lines of defense are comprised of:

- First Line of Defense - Core Business Lines ("CBLs") and Critical Services Areas ("CSAs")
- Second Line of Defense - RMO
- Third Line of Defense - Audit Services

As appropriate, BB&T deliberately employs a hybrid model (i.e., shared responsibility) between the first and second lines of defense to strengthen controls related to a specific activity, risk, and/or key decision (e.g., Commercial Credit Approval Process). Management has found that this co-approval approach enhances risk management effectiveness through shared accountability and incorporation of balanced decision making.

### **First Line of Defense**

The first line of defense encompasses BB&T's front-line, revenue-generating CBLs, including Retail Banking, Community Bank Commercial, Financial Services & Commercial Finance, and Insurance Services; and CSAs, such as Financial Management, Operations Shared Services, Digital Client Experience & Marketing, Data & Technology Services, and General Counsel & Corporate Secretary. BB&T recently established first line of defense risk functions (namely Business Unit Risk Managers) reporting to the respective CBL or CSA Executive Manager to facilitate the identification, measuring, managing, monitoring, and reporting of risks associated with their businesses and activities. CBLs and CSAs are accountable for the risks arising from their respective businesses and activities and are expected to pursue business objectives within the established risk appetite.

### **Second Line of Defense**

The RMO is independently responsible for identification, measurement, monitoring, assessment, controlling, and reporting of risk. In order to effectively meet its obligations, the RMO has established the Risk Management Framework and risk management capabilities that support BB&T's overall Vision, Mission, and Values.

The RMO's Vision and Mission, along with the Universal Risk Values, serve as the basis for BB&T's Risk Management Framework. The RMO's mission is to:

- Provide independent oversight of risk-taking activities;
- Translate risk appetite into prudent risk management processes through effective policies, procedures, and limits;
- Identify, measure, monitor, assess, control, and report all risk types for the organization;
- Advocate BB&T's risk culture throughout the organization;

- Educate BB&T associates on sound risk management practices.

The RMO is supported by Risk Executives covering each of seven risk types: compliance risk, credit risk, liquidity risk, market risk, operational risk (including information technology risk), reputational risk, and strategic risk. The Risk Executives are assigned to each risk type and are responsible for the risk programs, risk policies, and oversight across the company. In addition, the RMO has designated Risk Leaders for each CBL and CSA. The CBL Risk Leaders have responsibilities for the oversight of risks in their assigned CBL and the aggregation, integration, and correlation of risk information. The CSA Risk Leaders are responsible for providing second line of defense oversight of risk taking activities in designated CSAs. The CBL and CSA Risk Leaders also have defined roles in the execution of BB&T's key risk programs.

The second line of defense also includes assurance functions for credit, compliance, and model risks. The assurance functions periodically provide reports to the Boards or RCOB. Credit Risk Review reports administratively to the CRO and directly to the RCOB.

### **Third Line of Defense**

Audit Services is the third line of defense and is independent from the first and second lines of defense. Audit Services provides the Board and Executive Management comprehensive assurance on the effectiveness of risk management practices across the organization.

### **Risk Capacity and Appetite**

BB&T has defined a risk appetite framework that considers the risk capacity, limits, appetite, and profile of the entire organization, as well as relevant CBLs or CSAs. This framework reinforces BB&T's risk culture by defining a holistic and understandable approach to risk management. The Risk Appetite Statement defines the aggregate level and types of risk the organization is willing to accept in order to achieve its business objectives. The RCOB annually approves the statements defining the Corporation's risk appetite, monitors the Corporation's risk profile at least quarterly, and provides input to management regarding the Corporation's risk appetite and risk profile.

BB&T utilizes seven risk types to organize risks in the risk appetite framework, specifically compliance risk, credit risk, liquidity risk, market risk, operational risk (including information technology risk), reputational risk, and strategic risk.

- **Compliance Risk** – The risk to current or anticipated earnings or capital arising from violations of law, rules, or regulations, or from nonconformance with prescribed practices, internal policies and procedures, or ethical standards.
- **Credit Risk** – The risk to current or anticipated earnings or capital arising from the default, inability, or unwillingness of a borrower, obligor, or counterparty to meet the terms of any financial obligation with BB&T or otherwise perform as agreed.
- **Liquidity Risk** – The risk to current or anticipated earnings or capital that BB&T will be unable to meet its obligations as they come due because of an inability to liquidate assets or obtain adequate funding (funding liquidity risk) or that it cannot easily unwind or offset specific exposures without significantly impacting market prices because of inadequate market depth or market disruptions (market liquidity risk).
- **Market Risk** – The risk to current or anticipated earnings or capital arising from changes in the market value of portfolios, securities, or other financial instruments.

- **Operational Risk** –The risk to current or anticipated earnings or capital arising from inadequate or failed internal processes, people and systems or from external events.
- **Strategic Risk** – The risk to current or anticipated earnings, capital, enterprise value and to the achievement of BB&T’s Vision, Mission, Purpose, and Business Objectives consistent with Values that arises from BB&T’s business strategy, adverse business decisions, improper or ineffective implementation of decisions, or lack of responsiveness to changes in the banking industry and operating environment.
- **Reputation Risk** – The risk to current or anticipated earnings, capital, enterprise value, the BB&T brand, and public confidence arising from negative publicity or public opinion, whether real or perceived, regarding BB&T’s business practices, products, services, transactions, or other activities undertaken by BB&T, its representatives, or its partners.

CBLs and CSAs are also responsible for establishing appropriate controls in accordance with the Risk Management Framework and for monitoring the efficacy of such controls. Such processes and controls help ensure CBLs and CSAs act within their delegated risk appetite.

### **Policies and Procedures**

BB&T’s Risk Management Framework is articulated through a Board-approved Risk Management Policy and supporting policies, standards, and procedures that help guide consistent application of the Risk Framework as well as compliance with applicable rules, laws, and regulations. The RMO ensures appropriate oversight and controls of the policies, procedures, and limits through an enterprise policy governance function. In addition, BB&T’s Code of Ethics, reinforced by annual training and associate certification, provides guidance to associates on a wide range of business practices and encourages associates to raise concerns through management or via anonymous issue escalation procedures. Management regularly reinforces adherence to high standards of business practice and behavior in all client interactions.

### **Key Risk Management Programs and Practices**

BB&T’s Risk Management Framework integrates key risk management activities into various processes across the organization. Examples include, but are not limited to, risk identification processes, risk assessments, issues management, and regulatory change management. Embedding these activities allows BB&T to proactively identify and respond to risks in a timely and efficient manner. The Risk Management Framework also provides support for associates across the organization to conduct the daily business activities by outlining sound risk management practices across the seven risk types: compliance risk, credit risk, liquidity risk, market risk, operational risk (including information technology risk), reputational risk, and strategic risk.

Beyond the risk programs related to the seven risk types, there are other standalone risk programs that BB&T has established for effective risk management. These programs include:

- **Financial Crimes** – BB&T has established a financial crimes function that centralizes compliance activities for Bank Secrecy Act/Anti-Money Laundering/Office of Foreign Assets Control (“BSA/AML/OFAC”). The group also has responsibility for fraud management.
- **Model Risk Management** – This function provides oversight and assurance for models at BB&T.
- **Data Risk Management** – This is a relatively newly established second line of defense standalone function. The program is responsible for policies and oversight of risks related to the use and management of data.

- **Enterprise Policy Group** – This function provides centralized oversight and administration of policies across the company.
- **Change Risk** – BB&T has established a second line of defense group for oversight of new products and business changes.
- **Vendor Risk** – BB&T has established a centralized Enterprise Vendor Management Program in the second line of defense that guides the management of vendor performance and risk.
- **Shared Services Centers of Excellence (“COEs”)** – BB&T Risk Management utilizes a shared services model located in centers of excellence to promote consistent standards for execution of risk activities. These shared services include: reporting, monitoring and testing, and model development.

Public Exhibit 9

SunTrust's Enterprise-Wide Risk Management Program Overview

## SUNTRUST ENTERPRISE RISK MANAGEMENT SUMMARY

SunTrust maintains a sound enterprise risk management (ERM) system and framework that complies with the enhanced prudential standards set forth in applicable regulatory and supervisory guidance, and is commensurate with its structure, risk profile, complexity, activities, and size.

SunTrust's risk management framework includes:

- Policies and procedures establishing risk-management governance, risk-management procedures, and risk-control infrastructure for its consolidated operations; and
- Processes and systems for implementing and monitoring compliance with such policies and procedures, including:
  - Processes and systems for identifying and reporting risks and risk-management deficiencies, including regarding emerging risks, and ensuring effective and timely implementation of actions to address emerging risks and risk-management deficiencies for its consolidated operations;
  - Processes and systems for establishing managerial and employee responsibility for risk management;
  - Processes and systems for ensuring the independence of the risk-management function; and
  - Processes and systems to integrate risk management and associated controls with management goals and its compensation structure for its consolidated operations.

With respect to corporate governance, all members of the Board of Directors and senior management are accountable for establishing a culture of "risk awareness," setting the tone at the top of the enterprise that encourages early risk identification across the firm. The Board of Directors has established a Risk Committee that:

- Has a formal, written charter that is approved by the bank's board of directors;
- Is an independent committee of the board of directors that has, as its sole and exclusive function, responsibility for the risk-management policies of the bank holding company's operations and oversight of the operation of the bank's and bank holding company's consolidated risk-management framework;
- Reports directly to SunTrust's board of directors;
- Receives and reviews regular reports on not less than a quarterly basis from SunTrust's chief risk officer; and
- Meets at least quarterly, or more frequently as needed, and fully documents and maintains records of its proceedings, including risk-management decisions.

Senior Management's execution of the ERM framework is led by the Chief Risk Officer (CRO) with requisite experience, appointed by and directly accountable to the BRC. The CRO, whose compensation is reviewed and approved by the BRC, provides regular and independent reporting to the BRC on all aspects of SunTrust's risk profile, including capital management, liquidity management and governance and controls of financial and non-financial risks. The enterprise risk organization maintains full independence from businesses and support functions, providing independent, critical challenge to ensure sound risk management and compliance with laws and regulations, including consumer protection laws.

The CRO chairs an Enterprise Risk Committee (ERC) composed of senior executive council members as well as the senior leaders of the Enterprise Risk management team. The ERC meets on a monthly basis and receives regular reporting on top priorities and concerns of each senior risk leader, as well as standard reports from each of the risk program and segment risk organization leaders.

- **Policies, procedures, and limits**

SunTrust's ERM is articulated and governed through an enterprise risk management policy that creates management governance through Board-approved risk policies and management-directed governance committees. Elements of the enterprise framework include policies, procedures and governance over the following risk domains:

- Credit Risk
- Market Risk
- Liquidity Risk
- Operational Risk
- Technology Risk
- Compliance Risk
- Strategic Risk

In addition, an enterprise-wide ethics program ensures governance of and adherence to the employee code of conduct, encourages employees to raise concerns through management or anonymous issue escalation channels and monitors and enforces adherence by employees to standards of practice and behavior for client interactions to ensure the highest integrity.

- **Risk measurement, monitoring, and management information systems**

The enterprise risk management policy establishes a firm-wide framework to drive transparent identification, reporting and understanding of all material risk exposures. Processes exist to identify material risks and establish appropriate risk limits representing key, high-level measures of risk. These limits are approved and monitored on an ongoing basis by appropriate governance committees. Financial risk policy and programs (e.g., Credit Risk and Market Risk) are responsible for more detailed limit setting, for monitoring through reporting and for escalating in accordance with policies up to and including the BRC.

In the past two years, management has adopted an enhanced Risk Appetite Framework (RAF) structure to guide its risk management oversight and activities. Among its many purposes, the RAF provides the Board Risk Committee (BRC) and the Enterprise Risk Committee (ERC) with a structured approach to monitor actual risk levels against risk appetite postures that have been established for each of the primary risks the bank faces. The framework is designed to support the BRC and ERC in fulfilling their respective roles of risk oversight and risk management.

SunTrust's business Segments and Functions develop their annual strategic plans with risk appetite in mind, and are expected to ensure their business goals and objectives appropriately align with the Bank's risk appetite. This may take the form of validating that strategies are within existing risk appetite parameters, or could highlight areas where a specific strategy may call for either a more aggressive or more averse risk appetite. Creating this explicit linkage fosters a clear structure for determining which strategies to pursue, and which to potentially avoid in the context of the Bank's overarching risk appetite. Since the strategic planning process plays an important role in determining SunTrust's strategic investment funding levels and allocations, there is also a natural opportunity to ensure investment spending is effectively aligned with the Bank's risk appetite.

- **Comprehensive internal controls**

SunTrust maintains a comprehensive risk assessment and internal controls framework, for which businesses and support functions are directly accountable. Business line management is responsible for ensuring that controls are adequately designed and are tested regularly for operating effectiveness. The independent risk management area is responsible for conducting second level oversight and challenge of the business and functions. A fully independent internal audit function serves an assurance role, reporting directly to the Audit Committee of the Board of Directors, providing ongoing testing and oversight of business and risk control design and effectiveness in fulfillment of supervisory expectations.

SunTrust has recently enhanced its operational risk management framework through establishment of Business Controls Offices within its two primary business segments, Consumer and Wholesale, as well as the Enterprise Information Services and shared functions areas. These business controls teams will assume primary responsibility for executing the risk control self-assessment (RCSA) process that will identify, assess and test processes and controls for appropriate design and effectiveness. The independent risk teams will provide effective critical challenge of these control assessments, with internal audit teammates providing assurance oversight and testing of ultimate effectiveness.

- **Enterprise Risk Framework Maturity**

Beginning in 2016, SunTrust conducted a comprehensive review of outstanding supervisory guidance relating to its enterprise risk management framework. The result of this comprehensive review was the initiation of "Enterprise Risk 2020," a project to enhance and modernize the risk management framework to meet or exceed supervisory and industry best practices and guidance. As a result of the ER2020 program, management has implemented a series of steps to achieve the following:

- Revised organizational hierarchies and compensation plans to ensure complete independence for 100% of risk professionals in the organization;
- Modernized committee governance, retiring dozens of non-decision committees, and establishing a coherent hierarchy of committee governance and escalation;
- Fundamentally revised and retooled the compliance management system and framework of the organization to comply with regulatory expectations;
- Introduced the Risk Appetite Framework to drive a quantitative and transparent set of management reporting and challenge protocols that generate appropriate risk/business dialogue and set objective standards for risk taking;
- Modernized the BSA/AML/OFAC/ Program, bringing in a high-quality leader with money-center bank experience, resolving supervisory concerns and contemporizing technology and operational platforms;
- Established an Enterprise Ethics Office, created an executive management Business Practices Committee, integrated risk management and ethics review into incentive compensation and rewards design and execution, and introduced new policies and energy to encourage appropriate teammate identification and escalation of concerns and issues through both management and anonymous channels.

Public Exhibit 10

Enhancements to BB&T's Enterprise-wide Risk Management Program

## **Risk Management Program Enhancements**

The Risk Management Organization of BB&T Corporation (“BB&T”) has prioritized the goal of maintaining a strong risk culture throughout the enterprise by maintaining a strong centralized second line oversight function, while building out a more robust first line risk function and continuing to broaden and deepen the cope of overall coverage in key areas. BB&T’s executive management team was increased to create capacity, energy and new perspectives and ideas. Several new leaders have been brought into the company with large bank experience to deepen the bench strength in governance, compliance, operational risk, technology/cyber, financial crimes and fraud. Following are some key enhancements that BB&T has made to its enterprise-wide risk management program in recent years.

- Operational Risk Management has updated the framework and coverage model to enhance the functions of Vendor Risk, New Product Review, Change Risk and Technology/Cyber Risk.
- Significant investments were made in new large applications, including: (1) a general ledger platform, providing expanded capabilities for accounting and reporting; and (2) a commercial loan platform, improving commercial loan processing, tracking and reporting.
- A new dual hall data center was built in the eastern part of North Carolina, bringing new and expanded capabilities for business recovery and resiliency options.
- Financial Crimes and Fraud have been on a multi-year journey to rebuild a framework for more comprehensive coverage with external hires, extensive training and rigor, as well as new technology enablement.
- A deliberate technology journey with a client focus saw the roll-out of the U-Platform, enhancing online banking capabilities. To maintain the relevance and strength of the platform, the agile approach to project management was adopted, allowing for speed to market with new capabilities. As a result, the agile approach is currently being adopted by other areas of the company.
- Drawing on the energy in technology and agile delivery, interest and focus was placed on digital capabilities by naming a digital and innovation leader responsible for researching and recommending new investments in fintech partnerships, as well as implementing robotics and AI to improve operational efficiencies and create client capabilities.
- A new leader for the cyber security area has rebuilt the framework, hired experienced resources and brought new training and tools to bring the company to a new level of awareness and capabilities in this growing and evolving area where the bank must remain on constant alert.
- Risk governance and oversight has gone through a significant update in several areas to empower the businesses with more ownership and accountability, with the governance

team focusing on communications, guidelines and procedures for consistency in execution and serving in more of a monitoring and oversight role.

- Risk Appetite process has evolved to include all of BB&T’s core business lines (“CBLs”) and critical service areas, providing line-of-sight for key company performance metrics at the business and corporate level. The maturity of the process has evolved from point-in-time and performance view to now include more critical thinking and discussion on trending and strategy.
  - The Risk Identification process was developed and incorporated into the overall Risk Appetite Process, and key risks are pulled through to CCAR scenarios.
  - The Risk Identification process will quickly see pull through items related to merger activities and business as usual activities correlated to merger.
- A new marketing leader created a Digital Transformation Strategy with a more comprehensive and deliberate social media campaign, which has improved touch points and feedback loops with clients. As a result, BB&T is much more present today in the social media space.

Most recently, BB&T embarked on the program of Disrupt to Thrive for an efficiency review of the bank’s organizational structure and resource alignments. This engagement created the expected savings and the creation of new business and enterprise functional alignments. For example, the business unit risk manager role was more formalized and elevated in stature to provide the appropriate execution activities of risk management in the first line businesses. This places more of the day-to-day ownership of the risks with the first line functions creating improved accountability and role clarity between the lines of defense.

BB&T is continuing to review new fintech technologies and key projects around Financial Crimes, Fraud, Privacy, Cyber, retail capabilities, digital channel, process improvement in key operational areas and ongoing strengthening of first line risk management capabilities.

### **Liquidity Risk Management**

BB&T’s liquidity risk management capabilities have been notably transformed during the past several years. The transformation was driven by several factors, including the company’s growth in size and complexity as well as heightened regulatory requirements and expectations. The transformation was also indirectly driven by the increasing power of management information systems and the efficiencies and advantages afforded by leading-edge risk management processes.

BB&T expanded and strengthened its Corporate Risk Appetite Statement (“RAS”) over the past several years, and cascaded the risk appetite down to Core Business Lines and Critical Support Areas. The liquidity RAS encompasses the company’s liquidity risk values and reflects a conservative philosophy towards liquidity risk:

- Liquidity is based upon the confidence of our depositors and internal and wholesale funding sources.
- Liquidity is a result of strong capital and the market's perception of solvency.
- Sustain investor confidence through transparent disclosures and regular communication of BB&T's performance.
- Manage the investment portfolio as a source of high quality liquid collateral while earning an appropriate risk-adjusted return.
- Maintain strong liquidity through a disciplined risk management approach highlighted by diversification of revenue sources and strong capital.
- Mitigate concentration of funding risk by diversifying both sources and maturities.
- Use transfer pricing to reflect the cost of liquidity and centrally manage liquidity risk.
- Invest in unencumbered high quality assets to provide liquidity contingencies.

Following are descriptions of several significant enhancements made to liquidity risk management practices in the past few years.

- Management implemented SAP Liquidity Risk Management (“LRM”) system for FR 2052a and Liquidity Coverage Ratio (“LCR”) measurement, reporting, and governance. The LRM system provides comprehensive, timely and accurate liquidity risk measurement and forecasting capabilities.
- Management enhanced the Liquidity Stress Testing (“LST”) model to accurately quantify liquidity risks over a broad range of stressful scenarios. The forecasting process allows management to identify potential risk exposures and take timely actions to control risks. The LST also provides management with a transparent methodology for measuring and assessing the adequacy of the company's liquid asset buffer.
- Management developed cash flow forecasting methodologies that enable effective assessment of liquidity sources and needs at the bank and holding company level over several time horizons. The cash flow forecasts allow management to accurately predict liquidity needs and maintain sufficient liquid resources at both the bank and holding company levels.
- Management developed and performed annual operational tests of the contingency funding plan. Executive Management, business lines, and risk management cooperatively conduct unique simulations tests that stress the BB&T's highest risk exposures. The outcomes result in a better understanding of risk exposures, control effectiveness and operational preparedness for crisis conditions.

- Management enhanced the Early Warning Indicator (“EWI”) framework to quantitatively and qualitatively monitor leading signals of potential liquidity stress. The EWI framework provides ongoing monitoring of key risk indicators that might signal potential liquidity stress, allowing management to take timely, preventative actions to protect liquidity sources and reduce risk exposures.
- Management updated and enhanced the comprehensive suite of policies, standards and methodology documents that provide clear and transparent guidance on the liquidity risk and risk management practices. The liquidity risk management governance suite clearly defines roles and responsibilities, communicates policy limits and operating targets for key liquidity risk metrics, identifies regulatory limits, describes risk identification and measurement practices and identifies key control activities.
- Management completed annual, independent assessments of liquidity risk identification, measurement, control and reporting practices. The annual assessments provide Executive Management and the Board with independent assessments of liquidity risk levels, the effectiveness of controls and conformance to regulatory requirements and expectations.

One notable planned enhancement to liquidity risk management is the migration of the LST to the LRM system to improve automation and allow greater flexibility (the migration is currently underway).

### **Audit Services Coverage of Liquidity**

Audit Services maintains a formal strategic overview of its LRM audit coverage approach as well as LRM Audit Universe and corresponding Audit Plan. The LRM Audit Universe includes all auditable processes related to liquidity risk management. Additionally, the incorporation of horizontal reviews into the LRM Audit Plan ensures audit coverage across all related processes. Audit Services has enhanced the audit execution and documentation of its effective challenge of liquidity risk management through heightened levels of documented effective challenge and critical analysis. Audit Services has enhanced recruiting efforts with a focus on additional quantitative knowledge to provide enhanced audit coverage over the increasing number of models, and to meet applicable requirements of Reg. YY, Reg. WW, SR 10-6 and SR 12-7. Audit Services’ opinion regarding the comprehensiveness, rigor and effectiveness of the liquidity risk management will continue to be reported annually to the Management Market Risk, Liquidity and Capital Committee and the Board of Directors Risk Committee, as pursuant to Reg. YY. The LRM universe and the audit plan are maintained on an ongoing basis and are monitored for potential risk related changes and updated as necessary. Both the LRM universe and the audit plan will be updated and for changes based on the proposed merger.

### **Capital Management**

Funds Management has taken several steps to ensure the accuracy of stress test capital estimates, as detailed below:

### ***Principle 1 – Foundational Risk Management***

- Enhanced the CCAR Scenario Design process to directly map risks from the corporate material risk inventory
- Integrated Risk ID process deeper into the risk management framework
- Substantially rewrote the stress test scenario standard to incorporate the Risk Inventory, second line involvement and key interaction with the board.
- Enhanced automation of scenarios process to reduce the usage of Excel in aggregating result
- Formalized certain risk identification processes to include Horizon Risk Identification and CCAR scenario design
- Created a Risk ID Standard and associated it with existing corporate risk policies
- Established mapping between Risk Inventory and Risk Appetite Statement Risk Metrics
- Created new attributes of risk inventory based upon internal/external risk drivers (controllable and uncontrollable) and risk emerging under stress
- Created and identified risk mitigates for each risk (coincident w/ new risk driver categorization)

### ***Principle 2 – Loss Estimation***

- Improved controls within the loss forecasting frameworks and implemented output regression tests to measure model results against management expectation
- Improved credit challenge materials to increasing opportunity for management challenge
- Redeveloped the MLA Loss Forecasting Framework with BB&T PD and Payoff, incorporating an alternative methodology to the champion model and an efficient implementation
- Redeveloped the C&I Loss Forecasting Framework with Moody's PD updating the PD development code and methodology to internal coding standards and implemented an alternative LGD methodology
- Enhanced CRE Loss Forecasting Framework with Structural PD challenger upstream models resulting in more robust forecasts for the challenger model

- Enhanced DRL Loss Forecasting Framework with improved Prepay, Exposure, and Cure sensitivity
- Updated all champion Wholesale Loss Forecasting Frameworks – accommodated AFS conversion changes

***Principle 3 – Resource Estimation***

- Enhanced Commercial Account Analysis model to address performance issues
- Developed a challenger approach for Overdraft/Returned Items – improved model coverage
- Centralized PPNR inputs – improved efficiency and reduced operational risk

***Principle 4 – Aggregation Process***

- Created data integrity process for reviewing data starting balances and commitments for credit models
- Created an attestation process for unfunded commitments
- Automated creation of XML files for all FR Y-14A schedules
- Built capital forecast into SAP BPC (Business Planning & Consolidate) system, which is serving as a challenger to the Capital Workbook in CCAR 2019
- Implemented QRM (Quantitative Risk Management) as a benchmark model
- Created benchmark calculations for critical components of stress test process
- Created spreadsheet inventory for additional automation opportunities and started an initiative to enhance automation of spreadsheets

***Principle 5 – Capital Policy and Planning***

- Completed semi-annual review of real-time capital goals and targets
- Created a report for closing out capital planning issues, which was reviewed with Capital Committee and the Board
- Streamlined stress test policies

### ***Principle 6 – Internal Controls***

- Reviewed control environment, enhancing detective and preventive controls, through updating CCAR process maps
- Developed structured process for end-to-end change management in the stress test process
- Enhanced processes for verifying data loaded to SAP BPC
- Conducted day-long training sessions related to CCAR process changes, lessons learned and information updates
- Leveraged Data Assessment Team results in CCAR validations, leveraged other second line of defense functions in validations and reviews, enhanced analysis of CCAR data, started to employ robotics for FRY-14 data testing and enhanced effective challenge for judgmental models

### ***Principle 7 – Governance***

- Ongoing reporting to Boards of Directors
- Ongoing governance of models used for risk assessment and stress test results
- Ongoing quarterly assessments
- Enhanced materials for CCAR Credit Challenge meetings
- Enhanced scenario governance process, including reinstating the Scenario Committee

### ***Integration of Capital into Risk Processes***

Management has also undertaken steps over the past few years to integrate capital adequacy assessment and capital stress testing into the risk management program. These include:

- ***Risk Appetite***

Capital stress testing models are used for setting risk appetite tolerance metrics for credit and strategic risks. These metrics define stressed risk appetite measures.

Portfolio CET1 is used as a risk capacity factor in developing credit portfolio strategies.

- ***CECL***

The capital stress testing models are the foundational econometric models utilized for the development of the CECL reserves.

- ***Operational Risk***

The scenarios developed for operational risk management are integrated into the capital adequacy assessment process.

- ***Market Risk***

The market risk assessment systems used for balance sheet interest rate risk management are integrated into the capital adequacy systems. The market risk management systems feed into the capital adequacy systems.

### ***Improvements Underway and Planned Improvements***

Management has developed a system for the aggregation of the capital results, based on the SAP BPC system, which is used for the monthly forecast. This new system is running in parallel to the current system and is expected to be the future platform for reporting for aggregation and reporting of capital results.

Over the past few years, management has developed a system based in SAS for the aggregation and tagging of the data for the 14A schedules.

Public Exhibit 11

Preparation for Becoming a Bank Holding Company with Assets of More Than \$250 Billion

## **Preparation To Become A Bank Holding Company With Total Consolidated Assets Of More Than \$250 Billion**

Management of BB&T Corporation (“BB&T”) has proactively identified and monitored the company’s conformance to additional requirements and expectations that apply to a bank holding company that exceeds the \$250 billion total consolidated assets threshold. Following are several additional requirements and expectations along with assessments of BB&T’s current conformance and any planned enhancements.

### **Supplementary Leverage Ratio**

BB&T already calculates the supplementary leverage ratio (“SLR”) in monthly forecasts, and has implemented the SLR into the SAP BPC capital solution. As such, BB&T is ready for this requirement.

### **Countercyclical Capital Buffer**

BB&T maintains both its operating and stressed capital levels well above regulatory minimum levels. For example, the stressed common equity Tier 1 (“CET1”) ratio was 6.0% in the Federal Reserve’s Comprehensive Capital Analysis and Review (“CCAR”) 2018 Supervisory Severely Adverse scenario, which is 1.5% above the regulatory minimum for the stressed CET1 ratio. As such, BB&T has the ability to remain above regulatory capital requirements if the Federal Reserve activates the countercyclical capital buffer.

The countercyclical capital buffer is included in BB&T's capital goal and target framework. The capital goal and target framework develops capital requirements based upon an analysis of business risk and market expectations and, as a last step, compares to regulatory requirements. BB&T’s capital goals are informed by current and prospective regulatory capital rules. BB&T intends to maintain capital levels that result in a regulatory “well-capitalized” classification. To maintain a well-capitalized classification under the Basel III rules on a fully phased-in basis, BB&T’s CET1 capital goal was established at 7.0% to equal the regulatory minimum of 4.5% plus the capital conservation buffer of 2.5%. The capital target for CET1 (or operating capital level) is currently 8.5% which is 2.0% above the regulatory “well-capitalized” level of 6.5% in order for BB&T to be able to absorb any stress events including an increase in the countercyclical capital buffer.

### **CCAR Qualitative Assessment**

BB&T was subject to the CCAR qualitative assessment through CCAR 2016. BB&T has continued to maintain and enhance its CCAR processes since that time. BB&T recognizes that there are higher expectations for larger banks. Applicable areas of higher expectations include enhanced modeling expectations for benchmark models and governance. BB&T will validate benchmark models during 2019. In 2018, BB&T enhanced second-line oversight of capital through the development of a second-line capital oversight policy and enhancement of the review of the capital process.

## **FR Y-14A Reporting**

BB&T will be required to complete some new Securities sub-schedules on the FR Y-14A Summary schedule; however, BB&T previously submitted this information through CCAR 2016. There will be some changes to FR Y-14 reporting requirements due to the merger. BB&T will be prepared and recognizes that the proposed merger with SunTrust will result in some process changes. BB&T continues to enhance the internal controls for FR Y-14A reporting to maintain a reporting process with effective controls.

## **SR 15-18 CCAR**

BB&T already meets many of the requirements related to the Federal Reserve's SR 15-18. For example, BB&T maintains a formal risk identification process, and the company utilizes multiple firm-specific stress scenarios in our capital stress test. BB&T continues to enhance internal controls through the CCAR Enhancements Project. BB&T has enhanced second-line oversight of the capital process.

There are also higher expectations for Audit Services for banks which exceed the \$250 billion assets threshold. Audit Services has and will continue to progress to the more specific and detailed expectations of SR15-18. Audit Services maintains a formal policy for capital adequacy assurance coverage, a formal strategic overview of its Capital Adequacy Process ("CAP") Audit Coverage Approach, as well as Audit Universe and corresponding three-Year CAP Audit Plan. The CAP Audit Universe includes all auditable processes related to capital planning. Additionally, the incorporation of horizontal reviews into the three-year CAP Audit Plan ensures audit coverage across all CAP models and related processes, which includes reviews of Model Risk Management and the model validation process. Audit Services has enhanced the audit execution and documentation of its effective challenge of capital planning through heightened levels of documented effective challenge and critical analysis. Audit Services is enhancing staffing with a focus on additional quantitative knowledge to provide enhanced audit coverage over the increasing number of CAP models, and to meet applicable requirements of SR 15-18. Audit Services' opinion regarding the comprehensiveness, rigor and effectiveness of the capital planning process will continue to be reported periodically to the Management Capital Committee and the Board of Directors Risk Committee in the CAP Audit Services Assurance Report and the full Board prior to CCAR submissions with the FRB. The CAP universe and the CAP plan are maintained on an ongoing basis and are monitored for potential risk-related changes and updated as necessary. Both the CAP universe and the CAP plan will be updated for changes based on the proposed merger.

## **Interagency Advisory on External Audits of Internationally Active U.S. Financial Institutions**

BB&T's Audit Charter addresses the regulatory expectations for financial institutions with assets exceeding \$250 billion. The Charter delegates to the Audit Committee the responsibility to choose and retain the external auditor as it deems appropriate, and to inquire about the rotation of the lead external audit partner and the reviewing partner. The holding company and the bank file complete, timely and accurate reports as required by all regulatory oversight entities. BB&T

conforms to the requirements and standards published by the Public Company Accounting Oversight Board (“PCAOB”) and Securities and Exchange Commission. BB&T’s Audit Charter provides for the Audit Committee to discuss with the external auditor all matters noted in PCAOB’s Standard No. 16, including any difficulties encountered in the course of the audit work, restrictions on the scope of activities or access to requested information and any significant disagreements with management, and management’s response.

### **Liquidity Coverage Ratio (“LCR”) proposed at 70% to 85% of full requirement)**

BB&T utilizes the SAP Liquidity Risk Management (“LRM”) system to produce daily LCR measures. The LRM utilizes current information from loan portfolios, deposit systems and other source systems to produce a robust, accurate LCR measure. The system has historically scaled the LCR to 70% to reflect the Modified LCR requirements applicable to BB&T. The scaling can be easily changed to match any new requirement, such as 75% or 80%. LRM is already producing the daily LCR at both the bank and holding company levels, and the system is also capable of adjusting the LCR to meet the maturity mismatch requirements in the LCR regulation.

### **FR 2052A Report Requirements**

BB&T currently produces the Federal Reserve’s FR 2052A report on a monthly basis and within the required 10-day window following month-end. A shorter window of two days will apply after the merger, and BB&T has the ability to speed up and prioritize processes to meet the faster filing requirement. In addition, BB&T produces a comprehensive, daily collateral report that identifies all collateral and all pledging activities.

### **Net Stable Funding Ratio (“NSFR”) (proposed at 70% to 85% of full requirement)**

BB&T has been measuring and internally reporting a monthly NSFR utilizing semi-automated data inputs and a spreadsheet calculator. BB&T is awaiting the final NSFR regulation before moving forward with full automation. The process is already largely automated. As with the LCR, the NSFR calculation has been scaled to 70% to meet the anticipated modified NSFR requirement, and the scaling can be easily changed to match any new regulatory requirement.

### **Funds Transfer Pricing Policy**

The March 2016 interagency guidance on Funds Transfer Pricing (“FTP”) includes several regulatory expectations for management, oversight, governance and reporting. BB&T conducted a gap analysis during 2016 and remediated all gaps. BB&T is currently developing a formal FTP policy, which is recommended in the guidance. BB&T currently utilizes an FTP Methodology document to describe the processes, assumptions, controls, governance and reporting. BB&T’s Management Reporting team will submit a policy for review and approval before the proposed merger closes.

Public Exhibit 12

Overview of BB&T's Compliance Risk Management Program

## Overview of BB&T's Compliance Risk Management Program

BB&T is committed to being in compliance with applicable laws, rules, regulations and regulatory guidance and has no appetite for deliberate, willful and continuing violations of legal or regulatory requirements. BB&T's goal is to establish and maintain a fully effective Compliance Risk Management Program (“CRMP”) that assesses, controls, measures, monitors, tests and provides both oversight and support for consumer compliance within the Lines of Business and Critical Service Areas. Through the CRMP the Compliance Division, Risk Management Organization's Testing Center of Excellence and Enterprise Governance, Risk and Compliance (GRC) System and Federated Teams ensure that Executive Management and the Board of Directors remain informed of areas of existing or developing compliance risk. BB&T has compliance programs for safety and soundness laws and rules which are managed through the risk framework utilizing the three lines of defense.

The BB&T Compliance Risk Governance Framework includes risk culture, risk appetite and risk management systems within the first, second and third lines of defense. The key at BB&T has been, and continues to be, the risk culture and tone at the top of the organization that establishes the standards for all associates. The risk culture includes everyone within the organization and is viewed as an integral part of the organization's business activities. Compliance is part of the culture and not just the responsibility of compliance staff.

Primary control components of the CRMP include:

- Board and Management Oversight
- Compliance Management Program
  1. Policies and Procedures
  2. Training
  3. Monitoring and/or Testing
  4. Client Complaint Response

The three lines of defense are key components of the CRMP. Each line of defense has differing roles in the development, implementation and monitoring of the CRMP.

- **First Line of Defense** – Lines of business have responsibility for day-to-day adherence to the institution's operational policies and procedures that include compliance elements.
- **Second Line of Defense** –The Compliance Division has responsibility for assisting the first line in implementing consumer compliance expectations and conducting monitoring and testing to validate the effectiveness of the first line of defense controls in mitigating applicable risks.
- A complete inventory of applicable rules, laws and regulations for enterprise is maintained. The second line also facilitates regulatory change awareness and compliance expectations, monitors key controls, and maintains responsibility for the Testing Center of Excellence, which continues to expand monitoring and testing coverage for safety and soundness laws, rules and regulations that are beyond the Compliance Division coverage.

- **Third Line of Defense** – Internal Audit is responsible for performing periodic independent testing to validate the respective effectiveness of the first and second lines of defense managed controls, including BB&T’s Compliance Program.

## **Second Line Compliance Division**

BB&T’s second line Compliance Division is responsible for overseeing and supporting the implementation of the organization’s CRMP, plays a key role in controlling compliance risks across the enterprise and supports the implementation of the CRMP that is administered at the corporate level and crosses all organizational units. The Compliance Division team has a key role in managing and overseeing compliance risk and attempts to promote a strong culture of compliance across the organization.

Reporting structures for the first and the second lines of defense are separate to ensure no conflicts of interest arise. No compliance dual reporting structures exist and while disputes with the first lines of defense are uncommon, if one did occur there is an appropriate escalation process through the Chief Risk Officer and the Chair of the Joint Risk Committee of the Board.

Second Line Compliance Division team members are considered the ultimate authority when it comes to consumer compliance matters within the institution. Compliance program elements that impact first line operations are developed by or with input and approval from the second line Compliance Division.

## **Governance Risk and Compliance (GRC) System and Testing Center of Excellence**

BB&T’s Enterprise GRC System contains a full inventory of all laws, rules and regulations that apply to the enterprise. Enhancements to this system are ongoing that continue capturing regulatory changes, as well as updates required for business processes and associated controls. The Testing Center of Excellence utilizes the inventory to provide second line monitoring and testing for laws, rules and regulations across the organization.

Similar to the Compliance Division, both operations noted above play key roles in identifying compliance risks, ensuring controls are in place and providing integrated reporting, as well as a path for escalation when issues are identified.

## **Federated Groups with Compliance Responsibilities**

Additional compliance oversight resides within federated groups who also oversee and report the status of laws, rules and regulatory obligations in the associated business units. These groups also have responsibilities for assessing, controlling, measuring, monitoring, testing and reporting the results of their oversight to their line of business management and appropriate committee structures. Any concerns are also elevated to the Compliance Division.

## **Board and Management Oversight**

An appropriate level of Board and Management Oversight of the CRMP is demonstrated by:

- Establishing appropriate corporate values, risk culture and tone from the top.
- Establishing a compliance function to set policies, procedures and standards and providing the function with authority and accountability to executive management and the Board of Directors.
- Allocating resources to the compliance function commensurate with BB&T's size and complexity, the federal consumer financial protection laws and regulations to which BB&T is subject, and as necessary to avoid the potential consumer harm associated with violations of such laws and regulations.

### ***Committee Oversight***

The Risk Management Committee ("RMC") is the senior management risk oversight committee and is responsible for oversight of all risks at BB&T. Management has established senior risk committees for the oversight of risk for credit, market, liquidity, operational, regulatory, reputation, and strategic risks. These committees collectively provide oversight of compliance activities related to each risk type.

Management oversight continues with evaluations of compliance indicators that include periodic reports of consumer compliance risks, issues and resolution through the Compliance Risk Oversight Committee, the RMC and the Board of Directors. The Compliance Risk Oversight Committee was created to provide executive management oversight and direction for the CRMP including the proper identification, evaluation, measurement, monitoring of controls, reporting and escalation of compliance risk on a corporate wide basis.

Information from the Compliance Division, Testing Center of Excellence and reporting from other federated groups are aggregated for reporting to the Risk Management Committee and Risk Committee of the Board.

The RMC and Board of Directors receive regular reporting on overall compliance for laws and rules and evaluation of the compliance activities are included in the risk appetite evaluations.

## **Compliance Management Program – Key Components**

### ***Policies and Procedures***

BB&T's policy and procedure compliance expectations are demonstrated by:

- Requiring compliance procedures to be consistent with Board and executive management approved policies.
- Ensuring compliance policies and procedures comply with applicable laws, rules and regulations.

- Requiring that compliance policies and procedures be maintained and modified to remain current and to serve as a reference for associates in their day-to-day activities.
- Centralizing the oversight of compliance policies within the Risk Management Organization.

### ***Training***

BB&T's Compliance Program meets regulatory expectations for training as follows:

- BB&T University / eLearning - Compliance partners with BB&T University to determine the training needs of BB&T associates and to provide classroom training and eLearning to meet those needs.
- Face-to-face training is provided when there is an indication that specialized or additional training may be required.
- BB&T's Legal Department provides training for the Board of Directors. Board members receive information to enable them to understand BB&T's compliance responsibilities.
- Monitoring of training participation is conducted to ensure requirements are achieved. Lack of participation is escalated to executive management and the Board.

### ***Monitoring and/or Testing***

BB&T's Compliance Program fulfills monitoring and testing expectations as follows:

- The Center of Excellence compliance testing program is sufficiently independent and findings are reported to management, the Compliance Risk Oversight Committee, for laws, rules and regulations within the Compliance Division's coverage, the Risk Management Committee, and the Risk Committee of the Board of Directors.
- The Center of Excellence compliance monitoring and testing program addresses compliance with applicable enterprise laws, rules and regulations.
- The schedule and coverage of compliance testing activities is risk-based and appropriate to BB&T's size, complexity, product offerings, and compliance risk profile.
- Appropriate compliance and business line managers as well as executive management receive copies of compliance testing reports. The Compliance Division's testing group teams complete follow-up for any identified weaknesses to ensure corrective action has taken place.
- Monitoring measures the status of the Business Units' compliance efforts as well as the status of corrective actions identified in internal or external reviews.
- Results of monitoring are escalated to management, various committees and to the Board of Directors, if appropriate.

- Issues tracking and reporting on risk mitigation activities is provided to management, committees and the Board as part of governance of risk issues.

### ***Internal Audit***

BB&T's Internal Audit meets expectations through:

- Completing third line of defense reviews for the overall Compliance Risk Management System on an annual basis.
- Conducting individual audits of specific elements of the CRMP based upon risk levels.
- Conducting compliance audits for selected lines of business or corporate support areas using a risk based approach.
- Escalating compliance risk issues as deemed appropriate to executive management and the Board.
- Reporting results of audits to impacted management, executive management, management risk committees and Audit Committee of the Board.

### ***Client Complaint Response***

BB&T's CRMP meets complaint response expectations through:

- Establishing a centralized process for handling regulatory complaints, as well as other complaints that are received by BB&T.
- Utilizing complaint data and individual issues to drive adjustments to business practices.
- Taking timely corrective action where appropriate.
- Capturing and reporting complaint trends to executive management and the Risk Committee of the Board of Directors.
- Performing trend and root cause analysis and reporting to senior management, internal committees and the Risk Committee of the Board.

### **Examples of Other CRMP Elements**

#### ***Risk-assessments***

Risk Assessments are a key component of the CRMP:

- The Compliance Risk Assessment program is used across the BB&T enterprise by teams who annually perform risk assessments. This includes a quality assurance process.
- The risk assessments are used to assist in determining the Compliance Testing Plan, compliance monitoring, assessments and consulting.

- The Compliance Division evaluates any needed rating changes to the risk assessments at least quarterly and results are communicated through risk profile updates to the Compliance Risk Oversight Committee and Board Risk Committee.

### *Accountability for Compliance*

BB&T's enterprise Compliance Policy includes expectations that all BB&T associates who operate in areas that have expectations for adherence to laws, rules, and regulations will maintain compliance with those expectations. Associates also attest to compliance with the Code of Ethics which addresses integrity and accountability in business actions every day.

Public Exhibit 13

Overview of SunTrust's Compliance Risk Management Program

## SunTrust Compliance Management Program

In accordance with regulatory guidance, including the Federal Reserve's supervisory guidance SR 08-8/CA 08-11, "Compliance Risk Management Programs and Oversight at Large Banking Organizations with Complex Compliance Profiles," as well as supervisory guidance issued by the Consumer Financial Protection Bureau (CFPB), SunTrust maintains a compliance management program that is consistent with the organization's risk profile. SunTrust's Board of Directors is knowledgeable about the general content of SunTrust's Compliance Management System (CMS) and exercises appropriate oversight of CMS, receiving regular reports from the firm's chief compliance officer.

SunTrust enhanced its CMS in 2016 and 2017, adopting a revised Enterprise Compliance Management Policy with a more comprehensive design and a series of Tier 2 policies to drive implementation of core policy elements and corresponding programs. Working with Segment and Function Compliance Delivery teams, the Enterprise Regulatory & Compliance Organization has driven program installation throughout 2017 and 2018. Excellent progress has been made, with Tier 2 policies effective to ensure compliance with:

- Risk assessment of compliance risks and regulatory requirements;
- Reporting and monitoring of adherence with compliance policies;
- Alert to changes in laws and regulations, whether Federal or state, with appropriate assessment and change management protocols to ensure business adherence with new requirements;
- Annual staffing assessments to ensure compliance with the regulatory mandate for the Board to ensure adequacy of independent compliance resources with the requisite experience and expertise to maintain appropriate influence over business decisions;
- Testing of adherence to regulatory requirements; and
- Training policies and programs that provide line teammates and risk and compliance professionals with the information and knowledge needed to identify emerging compliance issues.

The enterprise compliance program promulgates implementing policies and requirements for a wide range of legal and regulatory concerns. These policies are implemented by teams of independent compliance professionals with expertise in consumer or wholesale lending and servicing operations, as well as compliance professionals focused on critical functions such as Human Resources or Marketing, which can present compliance challenges. Business teams work with the compliance team to ensure effective implementation of key compliance program elements, including but not limited to:

- UDAAP (Unfair, Deceptive, Abusive Acts or Practices) policy, to prevent consumer harm;
- BSA/AML/OFAC policy, which is governed through a robust and separate Anti-Money Laundering Oversight Committee (AMLOC);
- Complaints management, to ensure appropriate and timely response to consumer complaints, including, where warranted, redress and remediation;

- Disabled Adult and Elder Protection Program (DAEPP) policy, to detect and protect elders from instances of financial fraud or abuse;
- Fair lending policy (see further discussion in Exhibit 21);
- Privacy policy, implementing existing and emerging requirements for protecting consumer data from unauthorized use;
- Servicemembers Civil Relief Act policy, providing active duty servicemembers with statutory protections;
- Volcker Rule policy, governing adherence to the trading and fund requirements of the Volcker Rule; and
- A host of other policies, including personal securities trading, telephony and marketing, flood insurance, and the range of consumer lending and deposit regulations to which SunTrust adheres.

SunTrust's comprehensive Compliance Management System is governed through its Enterprise Compliance Committee, which reports to the Enterprise Risk Committee, and subcommittees managing a variety of the policy issues identified above. Segment risk committees for Consumer and Wholesale also identify and discuss compliance issues relating to these large areas of business. A separate Community Reinvestment Act Committee manages SunTrust's CRA program and reports directly to the Enterprise Risk Committee.

Public Exhibit 14

Enhancements to BB&T's BSA/AML/OFAC Compliance Program

## BSA/AML/OFAC COMPLIANCE PROGRAM ENHANCEMENTS

Beginning in late 2015, BB&T Corporation (“BB&T”) began to plan for and implement significant enhancements to its AML program. These enhancements were well underway when the enforcement actions were issued to BB&T and Branch Banking and Trust Company in December 2016 and January 2017 by its federal and state bank supervisors (collectively, “Consent Order”). Below are the more significant enhancements to the BSA/AML/OFAC compliance risk management program that BB&T has implemented to date:

- Segregation of Duties between Chief Compliance Officer and BSA/AML/OFAC Officer
  - Separated the roles of Chief Compliance Officer and BSA/AML/OFAC Officer and created a new BSA/AML/OFAC Officer position with direct reporting to the Chief Risk Officer, a member of BB&T executive management
- Hiring of a Leading BSA/AML Expert
  - Appointed Rick Small, a recognized leading expert for AML with experience as the AML Officer at several large banks (and significant experience at the Federal Reserve) as BB&T’s BSA/AML/OFAC Officer
- Board of Directors Committee for Oversight of the AML Program
  - Created a committee of the Board of Directors (Special Purpose BSA/AML Oversight Committee) to provide Board-level oversight of BB&T’s AML program (before this was required by the Consent Order)
- New Leadership Team for Financial Crimes
  - Hired a new leadership team of industry experts to lead BB&T’s BSA/AML/OFAC efforts
  - Implemented annual assessments of skills of BSA/AML/OFAC Officer and leadership team
  - Implemented annual assessments of staffing resource needs
- New AML Policy Developed and Implemented
- New Money Laundering and OFAC Risk Assessments
  - Created and executed new methodologies for assessing potential money laundering and OFAC risks, providing enhanced understanding of these potential risks to BB&T’s Board of Directors, senior leadership and management
- New Client Risk Rating Process

- Implemented new methodology for risk rating clients with regard to potential money laundering and OFAC risks
- Developed and implemented a new, state of the art, technology platform to systematically execute the new client risk rating methodology
- Re-organization of the Financial Intelligence Unit (FIU)—function responsible for identifying and reporting suspicious activity
  - Appointed new managers
  - Re-trained existing associates and implemented ongoing advanced training to all associates
  - Implemented new procedures and processes for conducting investigations, including procedures to ensure timely investigations of automated transaction monitoring alerts
  - Implemented a new internal escalation process for business units and associates to escalate potential suspicious activity
  - Formed a Quality Assurance team to continually review and assess FIU output
- Merger of Corporate Investigations into Financial Crimes to Provide More Consistency in Investigations and Resolutions
- New and Enhanced Technology Systems and Utilities for Financial Crimes
  - Adopted the latest version of automated transaction monitoring system (SAS)
  - Implemented a new case management system to manage output of transaction monitoring and other alerts and escalations
  - Employed a new OFAC screening utility
  - Adopted a new Client Risk Rating utility
  - Implemented Entity Resolution and Client Single View utility
  - Implemented a new CTR (Currency Transaction Report) utility
- Credit Specialist Group—consisting of associates with relevant AML experience and associates with credit background; group created to conduct AML-related due diligence and enhanced due diligence for commercial lending (and other credit facilities) prior to new lending being approved

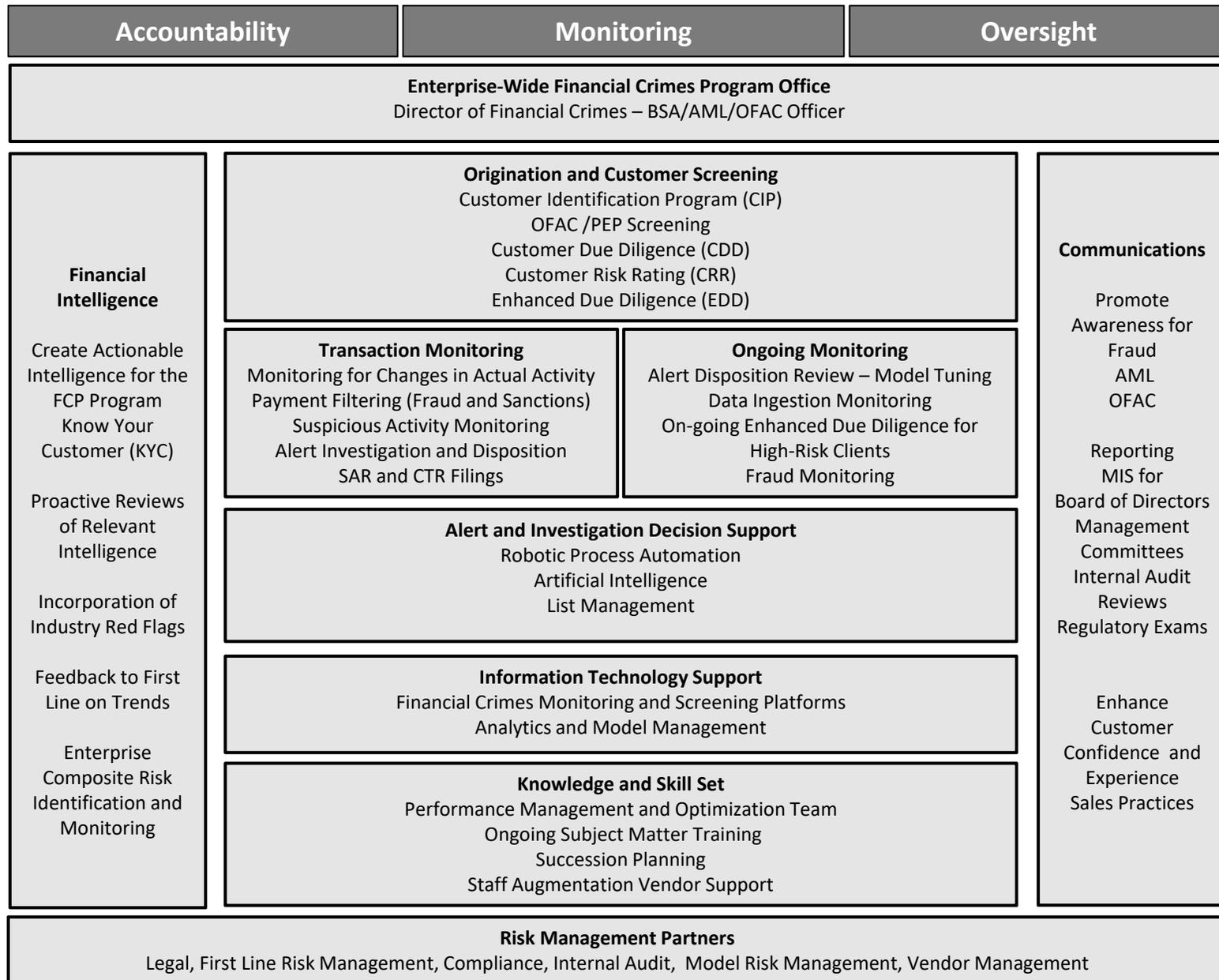
- Customer Due Diligence/Enhanced Due Diligence and Beneficial Ownership
  - Implemented new processes and procedures to address new regulatory requirements for Customer Due Diligence and Beneficial Ownership
  - Implemented a new team specifically to conduct new and ongoing enhanced due diligence for clients presenting a potential higher risk
  - Implemented a pre-approval process for certain client types, requiring the enhanced due diligence team to conduct their review prior to approving a new client
- Improved Metrics and Reporting
  - Implemented a number of new reports for management, senior leadership and Board of Directors
  - Enhanced metric collection and reporting through the use of Tableau (technology application)
- New and Enhanced AML Training
  - Created and launched adaptive AML training which allows associates to demonstrate their knowledge of the subject matter in real time during training by advancing through the training for associates who possess better knowledge of the subject matter
  - Launched targeted AML training for client-facing associates focused on knowledge required for these associates
- Established an Independent Compliance Testing Team in the Second Line of Defense Dedicated to Financial Crimes
- Developed First Line of Defense Business Unit AML-related Self-Monitoring Standards
- Established a Dedicated Team for Financial Crimes Model Governance and Financial Crimes Model Review Group
- Eliminated All Violations of Law as Identified in Consent Order
- Assurance Providers and Regulatory Agencies Validated Enhancements During 2017 and 2018
  - During 2017 regulatory agencies conducted approximately 40 weeks of examinations

- During 2017 and 2018 Internal Audit conducted 13 audits
- During 2018 Model Risk Management conducted three model validations
- During 2018 an independent third party conducted three technology implementation validations

Public Exhibit 15

Financial Crimes Program Framework

# Processes to Execute the Integrated Financial Crimes Program



Public Exhibit 16

Form of Divestiture Commitment

## Form of Divestiture Commitments

These commitments are submitted to the Board of Governors of the Federal Reserve (the “Board”) in connection with the application by BB&T Corporation (“BB&T”), Winston-Salem, North Carolina, to acquire and merge with SunTrust Banks, Inc. (“SunTrust”), Atlanta, Georgia, with BB&T as the surviving company, and thereby indirectly acquire SunTrust’s subsidiary depository institution, SunTrust Bank, Atlanta, Georgia (the “Proposed Transaction”). In connection with the Proposed Transaction, after SunTrust merges with and into BB&T, SunTrust Bank will merge with and into BB&T’s subsidiary bank, Branch Banking and Trust Company (“Branch Bank”), Winston-Salem, North Carolina, with Branch Bank as the surviving bank.

BB&T and SunTrust commit that, prior to consummation of the acquisition of SunTrust, [Bank] will execute a sale agreement with one or more purchasers that the Board has determined to be competitively suitable. The sale agreement will provide for the sale of *[# of Branches in Specified Banking Markets]* to [a] suitable purchaser[s]. Those branches that [Bank] will divest are listed in Appendix A (the “Branches”).

BB&T and SunTrust also commit that [Bank] will divest to the purchaser of the Branches (i) all the customer relationships, including all deposits and loans booked at or allocated to the Branches by [Bank] in accordance with its householding methodology as disclosed to the U.S. Department of Justice (the “DOJ”) and (ii) the buildings (whether leased or owned) and certain other assets associated with the Branches, except (with respect to both clause (i) and clause (ii)) for the exclusions listed in Appendix B. Any other exclusion of a deposit, loan or building will require the prior approval of the Board. In addition, BB&T and SunTrust agree that neither they nor Branch Bank or SunTrust Bank will take any action that would cause a run-off of customer relationships at the Branches or transfer any customer account at any of the Branches to any branch of Branch Bank or SunTrust Bank, without approval of the Board. BB&T further agrees that between the consummation of its acquisition of SunTrust and the divestiture of the Branches, Branch Bank will operate the Branches in a manner similar to the manner in which [Bank] operated them.

In addition, BB&T commits to complete the divestiture within 180 days of the consummation of the merger with SunTrust. BB&T further commits that, with respect to the Branches, Branch Bank will enter into a trust agreement (approved by the Board) with an independent trustee (“Trustee”) acceptable to the Board within 120 days after consummation of the acquisition of SunTrust, if the sale of the Branches has not occurred by such date. BB&T also commits that the trust agreement will provide, among other things, that upon (i) the termination of any sale agreement for the Branches or (ii) the failure of Branch Bank, for any reason, to complete the sale of the Branches within 180 days following the consummation of the proposed transaction, Branch Bank will transfer the Branches to the Trustee, and the Trustee will be directed to sell the Branches as soon as practicable to one or more alternative purchasers (acceptable to the Board) without regard to price.

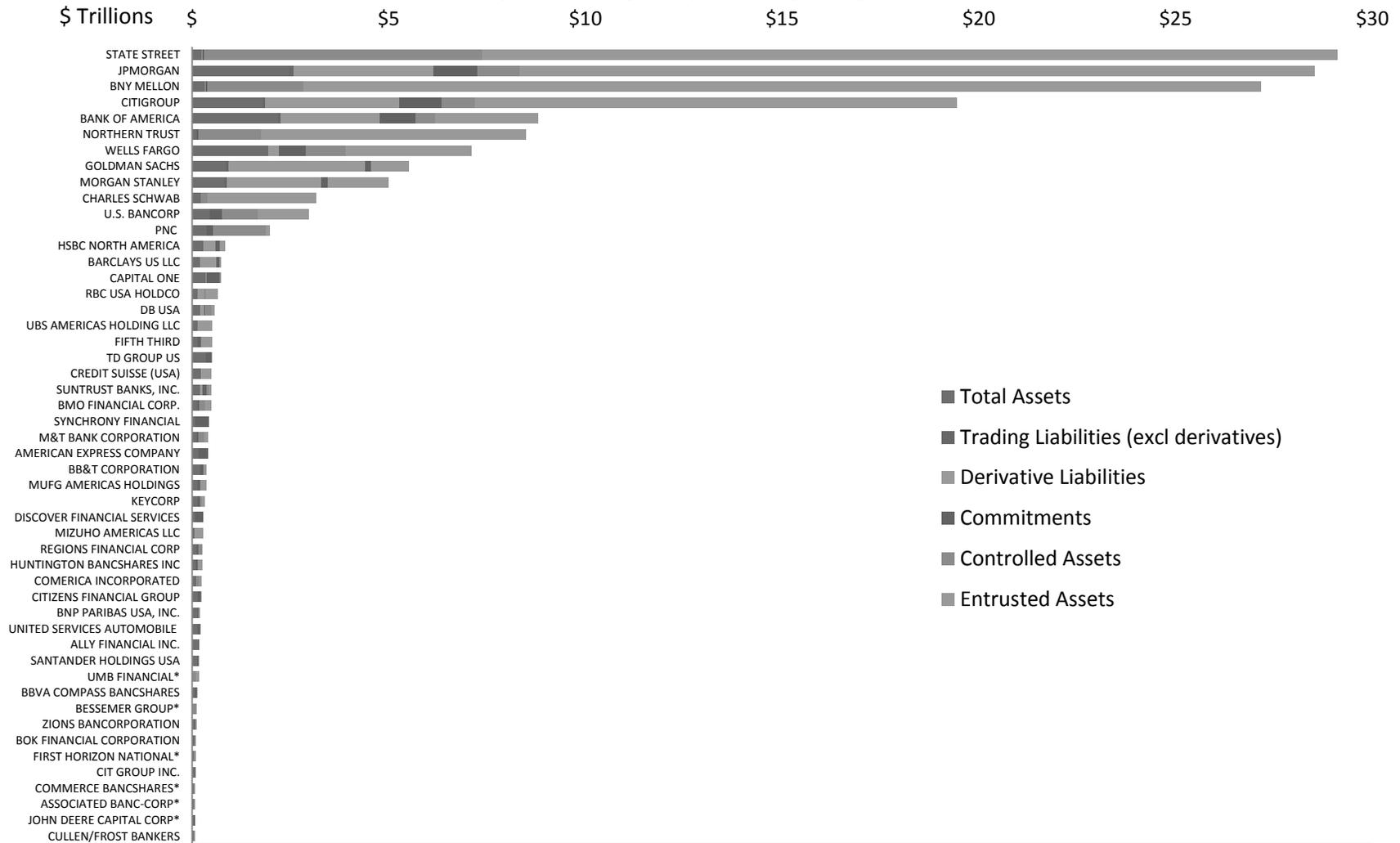
BB&T and Branch Bank also commit to the Board to comply with the terms of the letter of agreement to be entered into with DOJ (the “Letter of Agreement”), concerning the proposed divestiture of the Branches in connection with the Proposed Transaction. A copy of the Letter of Agreement will be provided to the Board promptly upon its receipt and execution.

Public Exhibit 17

Bank Holding Company Size and Exposure Chart

# Financial Footprint

## Top 50 Holding Companies (by Footprint Size)



- Total Assets
- Trading Liabilities (excl derivatives)
- Derivative Liabilities
- Commitments
- Controlled Assets
- Entrusted Assets

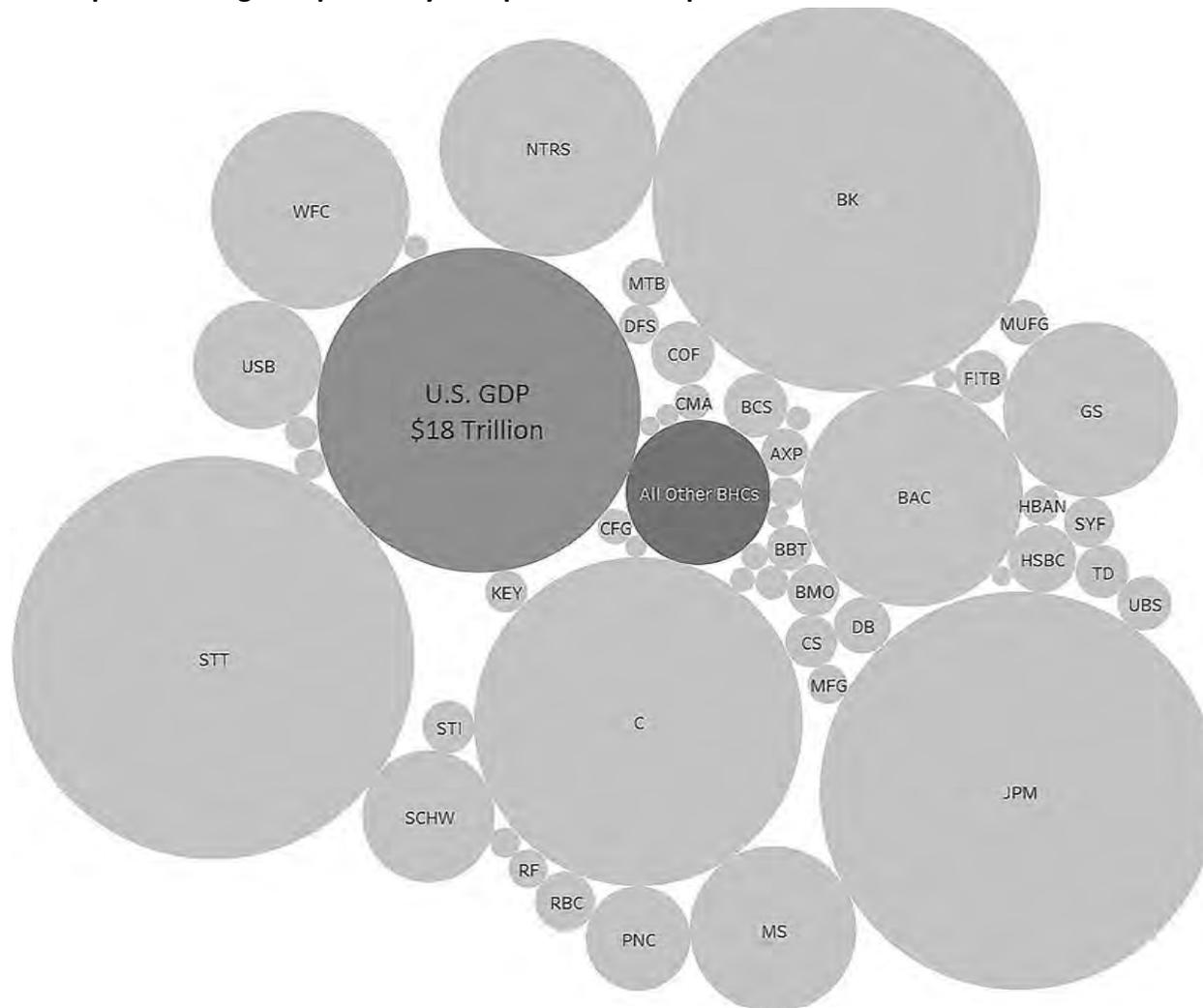
Source: FR Y-9C, FR Y-15 & Call Report 12/31/2016 data. Includes all BHC, FHC, SLHC and Intermediate HC reporting a Y-9C. Due to differences in data availability, analysis does not include SLHCs that did not report a sufficient amount of the items captured in this analysis. For SLHCs included in the Top 50, some items may be understated due to varying data availability. The analysis excludes Y-9C filers that are not the top filing holding company within a holding company structure. "Assets", "Trading Liabilities (excl derivatives)", "Derivative Liabilities" and "Commitments" reflect BHC Y-9C data. "Controlled Assets" and "Entrusted Assets" reflects Call Report data for IDI(s) and non-deposit trust company(ies) that are part of a given Top 50 Holding Company, except in cases where the holding company files an FR Y-15 (in which case FR Y-15 data is used for "Entrusted Assets").

Note: Amounts in trillions. "Top 50 Holding Companies" represents the largest 50 banking organizations by total Financial Footprint for the 12/31/2016 period. "Assets" means all on-balance sheet assets. "Trading Liabilities (excl derivatives)" means on-balance sheet trading liabilities less trading derivatives with a negative fair value. "Derivative Liabilities" means trading derivatives with a negative fair value plus notional amount of all credit, equity and commodity derivatives. "Commitments" means unused commitments, letters of credit and guarantees. "Controlled Assets" means all managed and non-managed fiduciary assets. "Entrusted Assets" means all assets held as custody and safekeeping.

\*Note: Holding Companies with an asterisk by their name indicate that the Holding Company is not within the Top 50 Holding Companies if measured solely based upon Total Consolidated Assets.

# Financial Footprint

## Top 50 Holding Companies by Footprint Size Compared with All Other HCs & U.S. GDP



Source: FR Y-9C, FR Y-15 & Call Report 12/31/2016 data. Includes all BHC, FHC, SLHC and Intermediate HC reporting a Y-9C. Due to differences in data availability, analysis does not include SLHCs that did not report a sufficient amount of the items captured in this analysis. For SLHCs included in the Top 50, some items may be understated due to varying data availability. The analysis excludes Y-9C filers that are not the top filing holding company within a holding company structure. "Assets", "Trading Liabilities (excl derivatives)", "Derivative Liabilities" and "Commitments" reflect BHC Y-9C data. "Controlled Assets" and "Entrusted Assets" reflects Call Report data for IDI(s) and non-deposit trust company(ies) that are part of a given Top 50 Holding Company, except in cases where the holding company files an FR Y-15 (in which case FR Y-15 data is used for "Entrusted Assets").

Note: Amounts in trillions. "Top 50 Holding Companies" represents the largest 50 banking organizations by total Financial Footprint for the 12/31/2016 period. "Assets" means all on-balance sheet assets. "Trading Liabilities (excl derivatives)" means on-balance sheet trading liabilities less trading derivatives with a negative fair value. "Derivative Liabilities" means trading derivatives with a negative fair value plus notional amount of all credit, equity and commodity derivatives. "Commitments" means unused commitments, letters of credit and guarantees. "Controlled Assets" means all managed and non-managed fiduciary assets. "Entrusted Assets" means all assets held as custody and safekeeping.

\*Note: Holding Companies with an asterisk by their name indicate that the Holding Company is not within the Top 50 Holding Companies if measured solely based upon Total Consolidated Assets.

Public Exhibit 18

Additional Information on Financial Stability Risk

## Financial Stability Risk Analysis

- 13.a **Cross-border activities**—Describe the nature of any cross-border these activities and the amounts of cross-border assets and liabilities as of the most recent quarter for which data is available.

	Cross-border claims on an ultimate risk basis as of 12/31/18	Cross-border liabilities 12/31/18
<b>BB&amp;T Cross-Border Activity (in Billions)</b>		
Nature of Activities -- BB&T's cross-border claims are primarily from lending activities by our Canadian subsidiary along with our Corporate Banking and Equipment Finance lines of business, who make loans either on a direct basis or whose loans are guaranteed by foreign counterparties. Cross-border liabilities are primarily the result of deposit relationships with foreign counterparties		
	\$ 0.83	\$ 0.57
<b>SunTrust Cross-Border Activities (in Billions)</b>		
Cross-Jurisdictional Claims represents loans to SunTrust customers with foreign addresses. Cross-Jurisdictional Liabilities (Foreign Liabilities) represents deposits from SunTrust customers with foreign addresses. Together, these represent normal banking activity with SunTrust customers who have foreign addresses		
	\$ 2.55	\$ 1.69
Combined total	\$ 3.38	\$ 2.26

- 13.b **Other**—For each financial service below, please provide the annual volume over the past 12 months:

13.b.1 **Short-term funding (e.g., in repos, fed funds)**

BB&T Short-Term Funding Activity (in Billions)	\$ 2,416.18
SunTrust Short-Term Funding Activity (in Billions)	\$ 3,232.59
Combined total	\$ 5,648.78

13.b.2 **Underwriting services (e.g., equity, corporate bonds, commercial paper, ABS)**

BB&T Underwriting Services Activity (in Billions)	\$ 8.24
SunTrust Underwriting Services Activity (in Billions)	\$ 14.88
Combined total	\$ 23.13

13.b.3 **Trading activities (e.g., equity, corporate bonds, derivatives)**

BB&T Trading Services Activity (in Billions)	\$ 127.71
SunTrust Trading Services Activity (in Billions)	\$ 1,177.64
Combined total	\$ 1,305.34

13.b.4 **Payments, clearing, settlement, and custody services**

BB&T Assets Under Custody Activity (in Billions) <sup>1</sup>	\$ 90.77
SunTrust Assets Under Custody Activity (in Billions) <sup>2</sup>	\$ 131.82
Combined total	\$ 222.59

<sup>1</sup> BB&T's Assets Under Custody includes \$90.77 billion that is included in the BB&T Wealth Management Total Invested Assets.

<sup>2</sup> SunTrust's Assets Under Custody includes \$101 Billion that is included in the SunTrust Wealth Management Assets Under Advisement.

BB&T Payments, Clearing, Settlement, Custody Services Activity (in Billions)	\$ 1,510.78
SunTrust Payments, Clearing, Settlement, Custody Services Activity (in Billions)	\$ 957.57
Combined total	\$ 2,468.36

13.b.5 **Securities lending**

BB&T Securities Lending Activity (in Billions) <sup>3</sup>	\$ -
SunTrust Securities Lending Activity (in Billions) <sup>4</sup>	\$ -
Combined total	\$ -

<sup>3</sup> BB&T - Does not engage in securities lending.

<sup>4</sup> SunTrust - The firm does not lend securities as a custodian, and did not lend securities from the trading book in 2018.

13.b.6 **Corporate trust**

BB&T Corporate Trust Principal Amount Outstanding (in Billions)	\$ 14.55
SunTrust Corporate Trust Principal Amount Outstanding (in Billions) <sup>5</sup>	\$ -
Combined total	\$ 14.55

BB&T Corporate Trust Revenue (in millions)	\$ 3.33
SunTrust Corporate Trust Activity (in millions) <sup>5</sup>	\$ -
Combined total	\$ 3.33

<sup>5</sup> SunTrust sold this business 10+ years ago

13.b.7 **Correspondent Banking**

**Deposits for Other Financial Institutions**

BB&T - Deposits held for other US Banks and Credit Unions (in Billions)	\$ 0.07
SunTrust - Deposits held for other banks (in Billions)	\$ 0.37
Combined total	\$ 0.45

**Other Correspondent Services - Not Applicable**

BB&T Correspondent Banking Services Activity (in Billions) <sup>6</sup>	\$ -
SunTrust Correspondent Banking Services Activity (in Billions) <sup>7</sup>	\$ -
Combined total	\$ -

<sup>6</sup> BB&T doesn't conduct any correspondent banking services.

<sup>7</sup> SunTrust dissolved its correspondent banking coverage platform several years ago. SunTrust provides products to community banks through fixed income sales, M&A advisory, short-term funding and treasury/payments services. So no formal correspondent banking effort but they do provide certain banking services to these clients. SunTrust doesn't believe this warrants any data from us.

**13.b.8 Wealth Management (In Billions)**

BB&T Wealth Management Activity (Total Invested Assets) <sup>8</sup>	\$ 159.55
SunTrust Wealth Management Activity (Assets Under Advisement) <sup>9</sup>	\$ 152.06
Combined total	\$ 311.61

<sup>8</sup> BB&T Wealth Management Total Invested Assets include \$90.77 billion that is included in BB&T's Assets Under Custody.

<sup>9</sup> SunTrust Wealth Management Assets Under Advisement include \$101 billion that is included in SunTrust's Assets Under Custody.

**13.b.9 Insurance (including reinsurance) (In Millions)**

BB&T Insurance Activity

Retail Insurance Commission Income	\$ 914.10
Wholesale Insurance Commission Income	\$ 944.50
Retail Insurance (Assurance) Premium Income	\$ 9.00
BB&T Total Insurance Revenue	\$ 1,867.60

SunTrust Insurance Activity

Individual Insurance (Term) Commission Income	\$ 3.79
Individual Insurance (Variable) Commission Income	\$ 5.29
Other Insurance – Commissions	\$ 1.58
SunTrust Total Insurance Revenue	\$ 10.66

**Combined Insurance (In Millions)** \$ 1,878.26

Public Exhibit 19

Branch Bank's CRA Statement and CRA Program Overview

**BB&T Corporation**  
*CRA Statement*

**BB&T Mission**

- Helping our clients achieve economic success and financial security
- Creating a place where our employees can learn, grow, and be fulfilled in their work
- Making the communities in which we work better places to be; and thereby, optimizing the long-term return to our shareholders while providing a safe and sound investment

**BB&T CRA Vision**

Enriching our neighborhoods through community development leadership and innovation

**BB&T CRA Mission**

- To comply fully with the provisions and regulations of the Community Reinvestment Act (“CRA”)
- To achieve the highest possible CRA rating from our regulators, consistent with the Corporation's overall strategies
- To proactively pursue, internally and externally, the development of innovative products, programs, and initiatives that result in increased lending, investment, and service opportunities in BB&T's low- and moderate-income (“LMI”) communities
- To provide effective and cost-efficient community economic development training, technical assistance, and contributions to enhance the efforts of community organizations in our footprint

**BB&T CRA Governance**

*CRA Oversight Committee*

The CRA/Compliance Oversight Committee (“Committee”) was created to formulate policies, develop programs and initiatives, monitor results and take strategic actions related to CRA compliance and performance. The Committee, which is chaired by a Sr. Executive Vice President, includes five members of the Executive Management Team and representation by all relevant departments.

*CRA Investment Committee (Sub-Committee of CRA Oversight)*

The CRA Investment Committee (“CIC”) is a committee created to provide for the oversight, management and approval of all types of CRA investments (Tax Credits, Bonds, Equity Investments, etc.) within the guidelines of the Bank’s policies and procedures relating to each type of investment’s characteristics. The CIC focuses on identifying, reviewing, approving and monitoring CRA investments for risk, yield, accounting and tax policies; including any credit, concentration or other risks related to syndicator financial reviews or partnership funds. This committee is a sub-committee of the Bank’s CRA Oversight Committee and the minutes from this committee are reported to the Oversight Committee.

## **Lending Test**

The primary goal of the BB&T lending function is to help clients achieve their financial goals and secure their financial futures on terms that are fair to the clients and profitable to the Corporation.

### *Low- and Moderate-Income Geographies and Borrowers*

In addition to maintaining good responsiveness, at a minimum, to its assessment areas' credit needs, BB&T also strives to maintain a good geographic distribution of loans throughout its assessment areas. BB&T is committed to providing a good distribution of access to credit for business customers of different sizes and retail customers of different incomes.

These goals are accomplished through proprietary products, government guaranteed loans and flexible mortgage programs. BB&T offers various types of fixed and adjustable loans for the purpose of construction, purchasing or refinancing owner-occupied properties, single family residents and multi-family units. The bank also is a provider of the Small Business Administration's Guaranteed Loan Programs (7a, 504, Patriot Express), as well as participating in operating, farm ownership, and business and industry loans through the guaranteed loan programs of the US Farm Services Agency ("FSA").

### *Community Development Lending*

BB&T is consistently recognized as a leader in community development lending, providing a wide range of loans to support affordable housing, economic development, revitalization of communities and the provision of community services for the LMI community.

BB&T employs a team of Community Development Specialists, associates dedicated to ascertaining community needs and delivering or developing programs to address those identified needs. The Community Development Specialists primarily partner with community based organizations and government agencies. BB&T also has a Community Development Lending Coordinator to provide leadership on community development needs. This position supports other lending associates with prospecting, analyzing, and underwriting tax credit and other complex transactions.

### *Flexible and Innovative Lending*

- Mortgage
  - BB&T offers several affordable mortgage programs, including government sponsored programs under Guaranteed Rural Housing, Federal Housing Administration and Veterans Administration Mortgages.
  - BB&T participates in state Housing Finance Agency mortgage loan programs. Housing Finance Agency loan programs target first-time homebuyers and low- and moderate-income borrowers and provide lower-than-market interest rates. Mortgage lenders are trained in the preparation of paperwork.
  - BB&T's Community Homeownership Incentive Program is an affordable mortgage product targeted toward low- and moderate-income persons. The program offers

- low down payments, home ownership counseling, flexible credit guidelines and long-term fixed market rates.
- BB&T offers its borrowers participation in the Federal Home Loan Bank of Atlanta's ("FHLB Atlanta") First-time Homebuyer Program. This program provides up to \$7,500 in matching funds for the down payments and closing costs of LMI first-time homebuyers.
- Small Business / Farm
    - BB&T offers several solutions for individuals, businesses and farmers who would not qualify or are not suited for a standard commercial loan. BB&T participates in the FSA Guaranteed Loan Program.
    - BB&T is an active participant in the lending programs of the Small Business Administration ("SBA"), consistently ranked in the Nation's Top 100 SBA Lenders, for the 7(a) program. BB&T also offers the SBA's 504 and Patriot Express loan programs. The bank also has several proprietary loan products for small businesses.
    - BB&T has a variety of resources for small businesses, such as its online Small Business Resource Center, Financial Insights program and BB&T @Work.
      - The Small Business Resource Center offers tools and tutorials for starting a business, such as Developing a Business Plan, Choosing a Lawyer, and Guidelines for Borrowing Money. The Center also offers similar tools for growing a business (Create a P&L Statement, Employee Recognition, Calculate the Value of Your Business).
      - Financial Insights provides business clients with a review of operating performance and assistance in developing a dynamic plan to identify and execute on future business' growth.
      - BB&T @Work offers a premium package of financial services for the employees of its clients and prospects
- Community Development Lending
    - BB&T uses a variety of sources, partners and funding structures to meet the needs of the community. In addition to participating in community development lending through the more traditional avenues of partnering with community-based organizations or for-profit developers, the bank also takes part in several regional / statewide lending consortiums and provides loans to Community Development Financial Institutions ("CDFI").
    - The bank is a significant participant in the Affordable Housing Program ("AHP"), offered by the FHLB Atlanta. The AHP is a source of grants and/or loans designed to assist member institutions and their clients develop affordable, owner-occupied and rental housing for the LMI community. BB&T has a dedicated FHLB Project Specialist to assist organizations in the grant and loan application process. The individual provides technical assistance during the application stage, funds the grant or loan upon approval, as well as provides ongoing monitoring to ensure program compliance.

### **Investment Test**

BB&T helps address the credit needs of the communities that it serves through making qualified investments. BB&T's excellent level of investments reflects true commitment to its community's well-being. This is evident by the considerable amount of qualified investments and charitable contributions in the bank's assessment areas. These investments and contributions directly benefit the service area community and the broader statewide or regional area.

BB&T strives to maintain an exceptional level of qualified community investments and contributions by taking the initiative to identify and respond to community needs and by using innovative methods to impact LMI areas within the community. Consequently, BB&T has established the means to make investments throughout its entire footprint. This is accomplished through several vehicles:

#### *Capacity Building*

- BB&T contributes annually to the National Development Council ("NDC") to facilitate the capacity building of community development practitioners within its assessment areas. BB&T not only invests in the education of the participants, but also provides classroom facilities, travel subsidies and reduced enrollment fees for the participants. NDC has been BB&T's primary technical assistance provider for nearly 20 years. NDC is one of the nation's oldest, most experienced non-profit organizations dedicated to economic development finance and affordable housing.
- BB&T routinely partners with NeighborWorks America to sponsor the community development education of nonprofit practitioners. The bank provides scholarships to a limited number of community based organizations to attend the NeighborWorks Training Institute. Sponsored individuals select from a host of class opportunities to further their knowledge of community development-related topics, such as foreclosure prevention, economic development, financial counseling, etc.
- BB&T initiated a capacity building partnership with Opportunity Finance Network ("OFN") after a 2011 Federal Reserve report outlined the need for additional CDFI capacity in the southeast. The investment component of this strategy included providing charitable contributions and deposits/investments for capitalization to CDFIs filling a market gap or providing a programmatic resource in their communities. There were two primary objectives for grants made: 1) programmatic support, including training for clients; 2) expansion of lending programs, by amount or geography. The deposits/investments provide for additional lending capital.

#### *Tax Credits*

BB&T has taken a leadership role, by partnering with tax credit syndicators, in helping to meet the affordable housing needs, as well as to revitalize and stabilize the LMI communities.

Consistent with the bank's philosophy of relationship-based banking, BB&T often lends to developers for the projects in which it invested, providing complex financing structures. BB&T has taken a leadership role in helping to meet the affordable housing needs, as well as to revitalize and stabilize, the LMI communities through investments with non-profit syndicator funds such as CAHEC, VCDC, Ohio Capital, Enterprise and National Development Council, as well as bank-approved for-profit syndicator managed equity funds.

#### *Bonds, Securities & Alternate Investments*

BB&T's CRA bond and security investment program was established to enhance BB&T's ability to support community development in assessment areas where other CRA investments, such as tax credits, were not always available. These investments (bonds/ securities) allowed BB&T to provide additional affordable housing financing opportunities for LMI communities. BB&T's affordable housing bonds (primarily through GNMA REMIC securities) address gaps in market liquidity, resulting in more capital for construction and permanent financing for new and rehabilitated affordable housing projects. Other Alternate investments in equity funds provide resources for affordable housing and commercial retail rehabilitation.

BB&T also provides support to economic development efforts through SBA Participation Certificates (SBAPC or SBA loan certificates), providing additional liquidity for entrepreneurs through the SBA 504 loan program.

#### *Charitable Contributions*

BB&T's charitable contributions have consistently increased with each CRA exam. The types of recipients vary, and include support for financial education (credit awareness, homeownership and basic banking) and assistance to nonprofit organizations providing these community services to the low- and moderate-income population. Many of these contributions are decided through the Needs Assessment process with the Community Development Specialist working with the local community to ascertain their needs. If an identified solution can assist multiple communities across a larger, regional area, BB&T will provide a greater level of funding to support the effort.

#### *Small Business Investment Companies ("SBIC")*

BB&T provides investments through the corporation's relationship with Five Points Capital, which is licensed as a Small Business Investment Company by the SBA. Five Points Capital establishes SBIC funds for the purpose of investing in established small businesses and middle-market growth companies. The subsidiary makes investments to fund expansion, growth, acquisition and consolidations of small businesses.

#### *Other Alternate Investments*

BB&T is constantly reviewing opportunities to provide investments that address the unique needs of the bank's broad footprint. A few of these include:

- Real Estate funds that address owner-occupied affordable housing, such as the NCRC GROWTH Fund.

- Investments in educational programs that provide scholarships ranging from Pre-Kindergarten to 12<sup>th</sup> grade in Pennsylvania (PA Educational Improvement Tax Credit program) and Florida (Step Up for Students)
- Community Reinvestment Act (CRA) Qualified Investment Fund CRA Shares was launched in 1999 as a vehicle to provide banks with high quality, fixed-income securities whose proceeds are designed to positively impact communities throughout the United States. The \$2.3 billion asset fund has had a \$6.8 billion impact on community development initiatives across the nation. The fund invests primarily in debt securities and other debt instruments, and each bank owns a share of the overall fund. To meet CRA investment reporting requirements, the qualified investments are earmarked to each institution.
- BB&T Lighthouse Project, which began in 2009, is a company-wide community service project designed to exemplify the Bank's mission of improving the communities in which its employees' live and work. The Lighthouse Project exists outside of the bank's annual corporate giving budget, and the bank did not reduce the project's budget during the recession. Additionally, the program requires large-scale, direct participation of BB&T associates. The goal of each project is to make a positive impact on the lives of people in need. BB&T hopes its efforts serve as a catalyst to encourage others in the community to volunteer their time and support.

### **Service Test**

BB&T's corporate philosophy is to be actively involved in the communities it serves. The bank seeks ways to strengthen the overall economic health of each assessment area and reaches out to the various income segments that comprise its communities.

### *Retail Banking Services*

BB&T strives to ensure that its branching and ATM networks are readily available to all portions of its assessment areas. Additionally, the bank has a robust monitoring process to ensure that LMI communities are not adversely affected by consolidations or closures within its branch and ATM networks, including identifying opportunities to open new branch or ATM locations where needed. This process includes soliciting input from the Community Bank and Community Development Specialists to ensure the local communities continue to have access to traditional banking services.

### *Community Development Services*

BB&T is a leader in offering responsive, innovative and complex community development services throughout its assessment area. The bank has a clear understanding of community development needs and develops programs to meet those needs. Examples of these community development programs and services are detailed below.

- **Community Development Councils**  
BB&T hosts Community Development Councils ("CDC") in various assessment areas throughout the bank's footprint. The Councils are comprised of a diverse group of area residents, community leaders and bank management. The goal of these Councils is to

ascertain the needs of the local community and to assist BB&T in identifying the CRA programs and policies which will best meet the established needs. These Councils have been instrumental in helping the bank enhance credit programs related to housing, business and community development. The Councils also provide the bank with a platform to share with community leaders information on the bank's available programs and its CRA performance.

- Bank Bus

The BB&T Bank Bus is a mobile financial literacy and banking center that brings needed financial services directly to where customers and the public live, work, play and pray. The bus also can serve as an internet café in disaster areas, allowing individuals to quickly be able to communicate with family & friends, file / check status of insurance claims, and conduct financial transactions. After a natural disaster, a community's ability to access cash and information becomes critical. Since the Bank Bus is a completely self-contained mobile unit, it can be quickly deployed to respond to our communities after a disaster.

When the bus is not deployed to assist with disaster recovery, BB&T brings the Bank Bus to communities across the footprint, in partnership with organizations such as community development organizations, schools, churches, and municipalities. The goals of the bank's bus events are to increase the financial savvy of the communities' residents, whether through pulling and understanding credit reports to providing financial education to assisting with tax preparation and filing. During tax season BB&T partners with VITA sites across our footprint to provide the Bank Bus as a mobile VITA site for partners to be able to broaden their reach in the community. Financial education topics have included credit report counseling, homeownership education, investment management, Earned Income Tax Credit information, and insurance programs.

- Capacity Building Program

BB&T has a robust program to assist government agencies and community-based organizations (CBO) stimulate investment, redevelop neighborhoods, and create jobs and affordable housing. The bank's partnership with several national organizations brings critical resources and knowledge to the grassroots organizations that have the greatest need.

- National Development Council ("NDC")

BB&T's partnership with the NDC, referenced also under the Investment Test, certifies community economic development practitioners as housing or economic development professionals. The goals of the Capacity Building Program are to equip participants with permanent, self-sustaining skills to successfully develop affordable housing, vital community facilities, and job creating projects in their neighborhoods. The sessions also provide participants with information on legal resources, financial needs, and project execution for community development. These goals are accomplished by training courses and technical assistance.

- Training courses focus on small business development/job creation, start-up business financing, revolving loan fund lending, commercial real estate development, affordable single-family housing development, affordable multifamily housing development, and mixed-use development.
  - BB&T continues to assist the community development organizations after the classroom training through on-site technical assistance, including financial analysis and deal-structuring. This additional assistance helps to bridge the gap between the classroom and the real world by turning ideas into reality. Technical assistance includes efforts such as forming project plans and budgets; confirming financial commitments and reviewing terms/conditions from lenders and investors; recommending modifications to the budget, financial structure and terms of the financial commitment that will enhance the project's viability; and developing the financial package that is submitted to BB&T and public lenders for financing.

- Opportunity Finance Network (“OFN”)

In partnership with Opportunity Finance Network (OFN) and the University of New Hampshire, BB&T offers a Certificate in Community Development Finance to support the CDFI segment and complement other services provided to BB&T's nonprofit and government agency partners.

Additionally, BB&T partnered with OFN to bring the Business Model for Growth Training course to the southeast. The goal of this course and supplementary 1-on-1 technical assistance is to support the growth of stronger small business lending partners for clients who need more flexible lending terms and technical assistance. The second phase of the Business Model for Growth Initiative, the Business Model for Growth Cohort, provides an opportunity for a small group of CDFIs to participate in an intensive eight-month, mentor-led program to develop a customized growth plan to significantly and strategically increase small business lending in their own organizations and markets.

- Association for Enterprise Opportunity (“AEO”)

Micro- and Small Businesses are an integral component of economic development in our communities. BB&T supports the efforts to start and expand these businesses through direct training and support, and also by supporting the agencies that serve them. AEO encourages the development of strong and effective US microbusiness initiatives to assist underserved entrepreneurs in starting, stabilizing, and expanding businesses through regional and annual training conferences. BB&T's partnership with AEO sends mission-oriented nonprofits to these training conferences.

- *Employee Involvement*

Bank employees are actively involved in organizations which have community development as a primary purpose. Its employees provide technical assistance and

financial expertise to affordable housing, community development, economic development, and non-profit organizations.

- Board Service

BB&T has a strong culture of community involvement. Its officers serve in many capacities for local and statewide organizations dedicated to affordable housing, economic development, community services, and revitalization activities. Associates provide financial advice and assistance to many community development organizations, by way of Board of Directors membership. The type and level of assistance varies depending upon the organization's needs and the associate, but largely commitments are ongoing from year-to-year.

- Financial Education

BB&T is dedicated to increasing financial awareness throughout its communities and has invested hundreds of volunteers and grant funds toward this endeavor. At the local level, BB&T employees volunteer to teach homeownership education, credit management, basic banking information and money/savings management classes. This education is provided through the many city and county governments and nonprofit organizations with which the bank partners. Some of the programs the bank uses are developed by the FDIC – Money Smart; Freddie Mac – CreditSmart; and Cemark – How to Do Your Banking.

Additionally, BB&T offers the Financial Foundations Program to teach high school students the core concepts of financial awareness. This program is targeted to schools with a majority of students on free or reduced lunch. The web-based gaming application quickly engages students and allows them to self-manage their learning pace and monitor their progress. BB&T used the same technology partnership to develop an educational program for college students at Historically Black Colleges & Universities.

BB&T has also developed a three-module, instructor-led financial education curriculum, called BB&T's Bank On Your Success. The series focuses on core financial topics: "Banking Basics", "Family Budgeting" and "Becoming a Homeowner." To ensure consistency, the base content is comprised of video segments, which are guided by BB&T Associates and supplemented with a workbook. In order to lead the "Becoming a Homeowner" session, BB&T Mortgage Lending Officer's must complete the Freddie Mac CreditSmart trainer-training. BB&T recognizes that an effective strategy for delivery of financial education is to connect with individuals and households in their community. BB&T has provided sessions of Bank on Your Success at faith-based organizations, community action groups, colleges and universities across the BB&T footprint.

Public Exhibit 20

BB&T's Fair Lending and Consumer Compliance Program Overview

**BB&T CORPORATION**  
**OVERVIEW OF FAIR AND RESPONSIBLE BANKING**  
**COMPLIANCE PROGRAM**

BB&T Corporation and its subsidiaries and affiliates (“BB&T”) is committed to meeting the banking needs of the communities we serve and to our policy not to discriminate (treat more or less favorably) against any client or credit applicant on the basis of race, color, ethnicity, religion, national origin, gender, sexual orientation, gender identity, military status, handicap or disability, marital or familial status or age (provided the applicant has the capacity to enter into a binding contract), or that all or part of income is derived from a public assistance program, or that the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The equal and fair treatment of all credit applicants and existing clients in all aspects of a credit transaction, without regard to any of the prohibited characteristics listed above, is an integral part of BB&T’s fundamental mission to help its clients achieve economic success and financial security. Denying or limiting any segment of our market areas’ population equal access to basic economic opportunities, such as home ownership or credit, is morally wrong and contrary to BB&T’s core values.

BB&T associates comply with all fair lending laws and regulations, including the Equal Credit Opportunity Act (“ECOA”), the Home Mortgage Disclosure Act (“HMDA”), the Fair Credit Reporting Act, the Fair Housing Act, the Americans with Disabilities Act, and the Community Reinvestment Act. Where local laws and regulations impose a higher standard than those set by policy, the standards under local law or regulation must be followed.

BB&T's commitment to compliance with fair lending laws includes all aspects of the credit application process for applicable lending channels and lines of business having direct or indirect influence on the consumer lending process or in providing access to the enterprise’s credit and banking services. All lines of business are required to uphold BB&T's policies regarding nondiscrimination.

**Primary control components of the Fair and Responsible Banking Compliance Program (“FRBCP”)**

- Board and Oversight
- FRBCP
  1. Policies and Procedures
  2. Training
  3. Monitoring and/or Testing
  4. Consumer Complaint Response

## **Fair and Responsible Banking Compliance Program – Key Components**

### ***Policies and Procedures***

It is BB&T's policy not to discriminate on the basis of the current or prospective location of a consumer's residence or a business location within our community assessment areas. BB&T's Fair Lending policy applies to all lending lines of business and subsidiaries of BB&T, each of which is responsible for policies, processes and procedures to ensure compliance with this policy and BB&T Principles for Fair and Responsible Lending.

Lending policies and practices for every lending line of business and subsidiary of BB&T provide for a secondary underwriting review of any home loan application that would otherwise be denied. Such policies and practices also include the requirement for assistance to be consistently provided to applicants regarding how to best qualify for suitable credit products appropriate for their individual financial situation, and to ensure that all persons inquiring about credit are provided equivalent information and encouragement.

Where applicable, credit policies must include a fair lending statement or refer to the BB&T Corporate Fair Lending Policies. Any restrictive underwriting guideline(s) must be based upon a verifiable and reasonable business justification. The policies utilized should provide for consistent underwriting, be clear, and include definitions of allowable exceptions. Indirect-to-consumer lines of business will have individualized fair lending and Unfair, Deceptive, or Abusive Acts and Practices ("UDAAP") compliance policies at a minimum to meet current regulatory expectations.

BB&T's credit risk scoring models, scorecards or other predictive models, processes or systems used to assess loan applications are consistent with fair lending considerations and safety and soundness principles and are required to have fair lending review and approval prior to being used.

### ***Fair Lending Training***

BB&T requires that online fair lending training be provided to new hires and current employees, including management and other key personnel. BB&T's online fair lending training is designed to provide associates with information related to the various aspects and nuances of current fair lending legislation. Annual BB&T University fair lending training is scheduled for underwriters, loan officers, customer service and collection personnel.

In addition to the online fair lending training, the Fair and Responsible Banking Compliance Group ("FRBCG") is responsible for the creation and delivery of classroom and train-the-trainer-type fair lending training focusing on industry best practices for targeted staff on an as-needed basis.

Periodic reporting of employees that have not completed the required fair lending training is sent to the specific employee's direct manager, as well as senior management, to ensure the training schedule is followed.

### ***Line of Business Exception Monitoring***

Consumer Lending LOBs are responsible for the internal monitoring of loan pricing, decisioning exceptions, and reporting of results to the FRBCG for analysis and feedback when required. Exception reports provided to the FRBCG are reviewed and analyzed to determine if these exceptions have a fair lending impact. Feedback is provided to the LOB if any concerns are noted in the review.

### ***Customer Complaints***

The review and analysis of consumer complaint letters and regulatory complaint referrals is an area of importance for BB&T as well as both Federal and State Regulators. Complaints with a possible fair lending impact are referred to the FRBCG for review and evaluation of both the complaint and the organization's response prior to issuance.

### **Three Lines of Defense**

The three lines of defense are key components of the Compliance Risk Management Program. Each line of defense has differing roles in the development, implementation and monitoring of the Fair Lending Program.

- **First Line of Defense** – Has responsibility for maintaining specific fair lending policies and procedures and for the day-to-day adherence to the institution's operational policies and procedures that include fair lending elements. Examples of first line of defense responsibilities include sales and servicing practices, pricing, compensation practices and collection and maintenance of accurate and complete fair lending data.
- **Second Line of Defense** – The FRBCG, at the direction of outside fair lending counsel, has primary responsibility for developing and overseeing the Fair Lending Risk Assessment process. The Fair Lending Risk Assessment process seeks to identify levels and aspects of fair lending risk and identify applicable fair lending controls and/or gaps. The results of the risk assessment serve as a basis for determining the second line schedule for LOB fair lending analysis and risk oversight activities.
- **Third Line of Defense – Internal Audit** – BB&T's Internal Audit Department is responsible for independently evaluating the effectiveness of fair lending policies and procedures, as well as the overall program. The effectiveness of the first and second lines of defense is also examined on a scheduled basis by Internal Audit. Internal Audit findings of material non-compliance will inform corrective action and future monitoring and testing activities. In addition, Internal Audit monitors remediation of such findings.

### **Oversight**

The FRBCG provides quarterly updates on the state of fair lending, HMDA and UDAAP compliance issues to BB&T's Compliance Risk Oversight Committee and the Community

Reinvestment Act Committee, and acts as the “gatekeeper” to the Client Protection Advisory Council on UDAAP issues, all of which reflect BB&T’s commitment to both the letter and spirit of consumer protection laws and provides ample access to management on such issues.

## **Examples of Other Fair Lending Compliance Management Program Elements**

### ***Fair Lending Data and Statistical Analysis***

BB&T’s fair lending program includes targeted analysis and reviews that focus on specific lines of business or types of lending and include statistical analyses and loan file reviews in order to evaluate compliance with ECOA.

Redlining reviews for residential real estate-related lines of business and products is also performed to ensure existing and potential BB&T clients are provided equal access to credit without regard for any protected factor.

The FRBCG regularly considers other fair lending testing and analysis activities based upon the results of the fair lending risk assessment process or when fair lending risk is otherwise identified.

BB&T uses regression analysis and other statistical analyses to monitor fair lending compliance on consumer lines of business. BB&T's use of regression analysis includes techniques for modeling and analyzing several variables, when the focus is on the relationship between a dependent variable and one or more independent variables. The results of this analysis allow for the identification of a particular protected class being held to a different standard than the comparator class for a specific variable, such as annual percentage rate (APR) or loan decision.

In some cases, regression is not the proper tool to examine the data (*e.g.*, when a sample size is less than 1,000 loans or the pricing of a portfolio is based on a simple matrix and the exceptions are minimal). When regression is not the best tool, BB&T uses other software to complete a variety of statistical analyses which may include “t-tests” and comparisons of averages and/or ratios.

### ***Third-Party Relationships***

BB&T's commitment to fair lending compliance extends to the solicitation, establishment and maintenance of the Bank's relationships with other lenders, brokers, dealers, servicers, service providers, etc. Within BB&T's written agreements with third parties, a formal statement certifying and acknowledging the responsibility to comply with all applicable federal and state fair lending laws must be present. Normally, this statement is contained in the Representations and Warranties section of the third-party contract.

A statistical analysis of applicable BB&T lines of business, a fair lending analysis of overall third-party lending and a review of independent third parties is performed where warranted. Third-party fair lending data reviews may include statistical regression as well as other statistical analyses as deemed appropriate by the FRBCG for the specific line of business.

### ***Collections, Loss Mitigation and Customer Service***

BB&T's collection and loss mitigation processes within various lines of business are reviewed for practices and policies that may pose a potential for fair lending concerns in the organization's attainment of equal and consistent treatment for all of its customers. Issues such as the potential for review of photographic or personal information during collection calls and the equal opportunity for loan deferrals and/or modifications are the main issues for the fair lending review. The review of policies specific to individual lines of business are also performed to ensure equitable and responsible practices are in evidence and being adhered to by applicable staff members.

### ***Advertising and Marketing***

Advertising and solicitation programs are designed to promote equal access to products and services on a consistent basis and should reflect either a diverse or gender/race/age/etc.-neutral image. Marketing programs must cover minority as well as non-minority oriented media and geographies. The credit products are advertised in a nondiscriminatory manner to all segments of the population with clear and conspicuous disclosure of all material product terms, conditions and fees. Exclusions to proposed marketing programs must not be based on any protected factor or geographic relationship to a protected factor. Prior to issuance, advertising, scope documents and marketing programs and materials are required to obtain a fair lending review and signoff to mitigate fair lending risk.

### ***New Products & Initiatives Risk Assessment (“NPIRA”)***

Prior to implementation, all new products or services and material modifications to existing products and services must be submitted for review and approval through the NPIRA process. A new or proposed product offering that goes through the NPIRA process must be reviewed from a fair lending perspective and receive approval from the FRBCG prior to implementation. BB&T's Compliance Division, by collaborating with all applicable lines of business, the organization's policy and procedure review group, and having membership in the Credit Policy Governance Committee, will involve itself in proposed product, pricing, access or outreach initiatives from inception, thereby providing BB&T staff and management with a sound basis in fair lending compliance for its decisions.

Public Exhibit 21

SunTrust's Fair Lending Compliance Program Overview

## **Fair Lending Compliance Overview**

SunTrust houses its fair lending compliance program within its Enterprise Compliance Organization, a group of 70 dedicated full-time employees overseen by the Enterprise Compliance Leader. The Enterprise Compliance Leader has a direct reporting line to the Chief Compliance Officer and, ultimately, to the Chief Risk Officer and the Chief Executive Officer. SunTrust's Enterprise Compliance Organization provides oversight of fair lending reviews, testing and monitoring performed by the Fair Lending Center of Excellence, which is described further below.

Specifically, SunTrust's Fair Lending Center of Excellence, a group of 10 full-time employees within the Enterprise Compliance Organization, is responsible for SunTrust's Fair Lending Program on an organization-wide basis. In addition to overseeing HDMA and CRA data integrity, the Fair Lending Center of Excellence is responsible for maintaining and overseeing compliance with SunTrust's policies in the following key areas: Unfair, Deceptive or Abusive Acts or Practices ("UDAAP"); Americans with Disabilities Act Compliance; HDMA Compliance; Limited English Proficiency Compliance; and SunTrust's Fair Banking Compliance Program Plan. The Fair Lending Center of Excellence also maintains and oversees compliance with SunTrust's Fair Banking Policy, an organization-wide policy that applies to all SunTrust employees and which sets enterprise expectations for the fair treatment of clients and the development of banking products and services designed to meet the needs of all communities SunTrust serves.

The Fair Lending Center of Excellence's membership in the Enterprise Compliance Organization and its responsibility for overseeing consumer compliance-related matters, including its ownership of SunTrust's organization-wide Fair Banking Policy, reflects SunTrust's commitment to both the letter and spirit of consumer protection laws and provides ample access to management on potential issues requiring escalation.

### **Complaint Identification, Evaluation and Resolution**

SunTrust's dedication to being responsive to and resolving client complaints is demonstrated by the processes SunTrust has put in place to identify and address all complaints, including complaints relating to violations of fair lending laws or instances of UDAAP. SunTrust's Complaints Management Policy sets standards for documenting, classifying, evaluating, escalating and resolving complaints. "Complaints" for this purpose is defined to mean an instance where an identifiable client or prospective client either: (1) makes statement(s) or allegations of wrongful or unethical conduct by SunTrust, its employees, affiliates or vendors, or (2) expresses dissatisfaction or confusion with a product, term, service or business practice to an employee that cannot be resolved without escalation according to defined processes. The Consumer Client Advocacy Office is responsible for implementing procedures and monitoring adherence (quality assurance) for complaint identification and capture, resolution, and documentation, including employee performance related to complaint research, resolution and root cause analysis.

Complaints that suggest or allege exceptions to fair banking laws or UDAAP rules are evaluated and escalated within the organization for further investigation and response according to defined processes. Complaints are also evaluated for potential exceptions to other applicable regulations or laws and are tracked and escalated in a manner that supports analysis and reporting of potential and actual regulatory concerns and exceptions.

### Ongoing Risk Evaluation

The Fair Lending Center of Excellence engages in ongoing risk evaluation to ascertain the correct level of scrutiny and scope for SunTrust's lending and operational lines of business. The ongoing risk evaluation utilized by the Fair Lending Center of Excellence includes the following:

- Annual Fair Lending Redlining and Marketing Risk Assessment: Three-year analysis of trends in mortgage applications and originations in SunTrust assessment areas and market areas; assessment against the FFIEC risk factors for Redlining (R1-R11) and Marketing (M1-M7); includes an evaluation of the effectiveness of marketing and outreach activities
- Quarterly Redlining Monitoring: Quarterly monitoring of mortgage applications [and originations] in markets identified as heightened risk during the most recent annual redlining and marketing risk assessment
- Quarterly Dealer Participation Monitoring: Regression analysis of dealer participation at the dealer and client level; uses BISG (Bayesian Improved Surname and Geocoding) for race/ethnicity designation
- Quarterly Mortgage Pricing and Subsidy Regression Analysis: Mortgage pricing regression analysis to identify potentially actionable disparities in mortgage pricing (APR) and subsidy; file reviews are conducted on identified focal points that exceed established tolerances
- Daily/Monthly Mortgage Subsidy Monitoring: Daily monitoring of prior day locks to identify potential violations of policy related to use of subsidy; month-end penalties for loan officers for actual policy violations
- Underwriting Reviews: Data analysis and reviews of residential and non-residential underwriting decisions including exceptions; frequencies determined by inherent risk of the business area
- Pricing Reviews: Data analysis and file reviews of non-residential pricing decisions including exceptions; frequencies determined by inherent risk of the business area
- Loss Mitigation/Servicing Reviews: Data analysis and/or file reviews of loss mitigation outcomes for both residential and non-residential products

## Inclusive Lending Initiatives

SunTrust Mortgage line of business leadership has for several years included a senior officer for Inclusive Lending. This officer meets regularly with other members of the mortgage senior leadership, including: the Mortgage President; heads of In-Market, Direct and Correspondent Channels; the head of Product Strategy; the head of Mortgage Operations; Mortgage Sales leadership; Capital Markets leadership; Community Engagement leadership; the CRA Officer; and the Fair Lending Officer.

As part of its inclusive lending strategies, SunTrust's Mortgage teams have undertaken several inclusive lending initiatives in the past few years, including enhancements to affordable products, expanding industry partnerships with trade associations and non-profits, and internal readiness strategies including training programs (described further below), enhanced analytics and reporting on lending performance and the development of market intervention solutions.

Affordable product enhancement initiatives include the following:

- Removal of certain overlays from credit guidelines to shift product mix towards FHA loans
- Development of a product for licensed medical professionals (e.g., nurses) that is designed for moderate income borrowers
- Increases to bond program originations
- Promotion of loans with a 100bp pricing discount to eligible builders in LMI census tracts

Industry partnership initiatives include the following:

- Sponsorship of real estate associations that promote inclusive lending, including the National Association of Hispanic Real Estate Professionals, National Association of Real Estate Brokers, Asian Real Estate Association of America, and National Association of Gay and Lesbian Real Estate Professionals
- Grants to non-profits that provide financial education primarily to LMI individuals
- Participation in open events (e.g., home-buying seminars) in partnership with Freddie Mac and local non-profits

## Compliance Training Programs

SunTrust's Enterprise Risk Training Framework includes Compliance Training, which is training related to the body of laws, regulations, or supervisory guidance, including those relating to consumer protection, imposed by a government authority regulating a business unit's conduct of its core business activities, as well as any other risk domain training related to compliance with policies and procedures. Enterprise Compliance facilitates a training needs review with Segment Compliance at least twice a year. The Compliance Training Needs Assessment and Plan is risk-based and informed by audit findings, regulatory exam issues, business or regulatory changes, or other applicable factors.

Course Owners define the training target audiences, with input from Enterprise Compliance and Segment Compliance. Risk Training Administration uses data analytics to capture the intended audience and create the assignment profile used to deploy training.

Enterprise Compliance provides a consolidated report on Enterprise Mandatory Risk Training Completion Rates to the Compliance Risk Committee on a monthly basis. Escalation of incomplete training includes notification to Segment Compliance and Course Owners, as well as Risk Committees and Business Management. Segment Compliance and Course Owners are included in the escalation protocols of any Risk Training that is beyond 45 days past due.

SunTrust has also implemented an Inclusive Lending Training project within its Mortgage line of business, with the goal of increasing internal awareness of affordable lending products. The project aims to train and educate SunTrust's sales and operations staff on SunTrust's available products and the importance of inclusive, affordable and CRA lending.

Public Exhibit 22

SunTrust Outstanding Debt Issuances

### Outstanding Debt Issuances

Issuer	Type	Book Value (\$ mm)	Issuance	Maturity Date
STI	Senior	\$650	5/1/2014	5/1/2019
STI	Senior	\$999	3/3/2016	3/3/2021
STI	Senior	\$51	6/30/1999	8/1/2019
STI	Senior	\$999	12/1/2016	1/27/2022
STI	Senior	\$849	4/26/2018	5/1/2025
STI	Sub	\$200	2/15/1996	2/15/2026
STB	Senior	\$750	2/2/2018	1/29/2021
STB	Senior	\$300	2/1/2017	1/31/2020
STB	Senior	\$1,000	2/1/2017	1/31/2020
STB	Senior	\$999	7/31/2017	8/1/2022
STB	Senior	\$499	2/2/2018	2/2/2023
STB	Senior	\$599	5/1/2013	5/1/2023
STB	Senior	\$300	7/26/2018	8/2/2022
STB	Senior	\$500	7/26/2018	8/2/2022
STB	Senior	\$500	7/26/2018	8/2/2024
STB	Senior	\$300	10/26/2018	10/26/2021
STB	Senior	\$600	10/26/2018	10/26/2021
STB	Senior	\$500	10/26/2018	11/3/2025
STB	Sub	\$180	3/24/2005	4/1/2020
STB	Sub	\$747	5/16/2016	5/15/2026

Public Exhibit 23

Litigation Chart

## BB&T Legal Matters

### Public Matters

Matter	Start Date	Close Date	BB&T Entity	Description of Matter
IN THE MATTER OF THE LIQUIDATION OF INDEMNITY INSURANCE CORPORATION, RRG	June 17, 2013	Ongoing	Branch Banking and Trust Company	This is a dispute with the Delaware Department of Insurance over rights to a \$5 million deposit account. It was inherited with the Susquehanna acquisition. The account was pledged as collateral for a loan to Susquehanna Bank, and the loan went into default. The borrower, Indemnity Insurance Corporation, RRG, was placed into liquidation by the Department of Insurance, which also claims entitlement to this account. The matter is pending before the Delaware Chancery Court. BB&T has filed a motion for summary judgment which is pending.
BB&T v. COMPTROLLER, STATE OF MARYLAND	January 23, 2013	Approximately October 4, 2018	Branch Banking and Trust Company	This suit arises out of the State of Maryland's disallowance of a "deduction" (actually a subtraction modification carryforward) on BB&T's tax returns for tax years 2007 and 2008. The deduction pertains to interest earned on obligations of the federal government. BB&T prevailed before the trial court as well as on appeal. The State decided not to pursue further appeals, and BB&T's ultimate recovery from the State totaled approximately \$8.3 million in both tax refunds and interest.
SEC Cease and Desist Proceeding Pursuant to Section 203(k) of the Investment Advisors Act of 1940.	June 2015	September 2018	BB&T Investment Services (Now BB&T Securities, LLC)	In June 2015, the SEC staff conducted an examination of BB&T Investment Services that included a review of the firm's fee arrangement with an Affiliated Adviser. On July 15, 2015, the Affiliated Adviser eliminated an early termination fee that was of concern and, by the end of 2015, BB&T Investment Services and the Affiliated Adviser voluntarily had reimbursed all termination fees, in the amount of \$635,535, to clients who paid such fees. BB&T paid a civil money penalty in the amount of \$100,000. The matter involved an investment adviser's failure to adequately disclose to clients facts giving rise to material conflicts of interest. By failing to disclose fully its compensation arrangement with the Affiliated Adviser, BB&T Investment Services violated Section 206(2) of the Advisers Act
BB&T Subsidiary Bank	On December 20, 2016, the	FDIC and NCOCB		

Matter	Start Date	Close Date	BB&T Entity	Description of Matter
	<p>Federal Deposit Insurance Corporation and the North Carolina Office of the Commissioner of Banks (the "<u>Commissioner</u>") issued a consent order requiring BB&amp;T Subsidiary Bank (the "<u>Bank Order</u>") to enhance its compliance with the Bank Secrecy Act and anti-money laundering laws and regulations ("<u>BSA/AML</u>"). On January 25, 2017, the Federal Reserve Bank of Richmond and the Commissioner issued a companion consent order requiring BB&amp;T (the "<u>Holding</u></p>	<p>June 28, 2018</p>		

Matter	Start Date	Close Date	BB&T Entity	Description of Matter
	<p>Company Order”) to enhance its BSA/AML compliance program. Subsequently, on June 28, 2018, the FDIC and the Commissioner terminated the Bank Order and the Commissioner withdrew from the Holding Company Order.</p>			
<p>SEC Cease and Desist Order against BB&amp;T Securities, LLC –Violations of the Investment Advisers Act of 1940</p>	<p>August 25, 2016</p>		<p>BB&amp;T Securities, LLC</p>	<p>On August 25, 2016, the SEC issued a Cease and Desist Order against BB&amp;T Securities, LLC, in Administrative Proceeding File No. 3-17502, for violations of the Investment Advisers Act of 1940. As a result of this order, BB&amp;T is currently ineligible for “well-known seasoned issuer” status under Rule of 405 of the Securities Act of 1933, as amended. If BB&amp;T wished to seek a waiver it will need to do so a few months prior to August 29, 2019.</p>

Matter	Start Date	Close Date	BB&T Entity	Description of Matter
SEC Cease and Desist Order against BB&T Securities, LLC, as successor-in-interest to Valley Forge Asset Management, LLC for Violations of the Investment Advisors Act of 1940	February 2018	March 2019	BB&T Securities, LLC	The proceedings arise out of misleading statements and inadequate disclosures by Valley Forge Asset Management, LLC, a formerly dually registered investment adviser and broker-dealer, and the predecessor in interest to Sterling Advisors, a division of BB&T Securities. Valley Forge made misleading statements in its Forms ADV Part 2A and investment advisory contracts with clients regarding the services and prices offered by its in-house broker that led numerous clients to choose Valley Forge for brokerage services over other significantly less expensive options. BB&T Corporation (“BB&T Corp.”) acquired Valley Forge’s parent entity and BB&T Securities subsequently reduced the prices of the in-house brokerage services offered to advisory clients and amended the disclosures relating to its options for directing brokerage.

## SunTrust Legal Matters

### **PUBLIC MATTERS:**

<b>Matter</b>	<b>Start Date</b>	<b>Close Date</b>	<b>BB&amp;T Entity</b>	<b>Description of Matter</b>
Bd of County Comm Cleveland, OK v. MERS Corp. et al.	April 20, 2012		SunTrust Mortgage, Inc.	Plaintiff alleges that MERS, along with various of its members, including SunTrust Mortgage, Inc., violated state law by failing to record every mortgage assignment and not paying recording fees. Plaintiff filed the case as a class action and purports to represent other counties. As relief, Plaintiff seeks an injunction (i.e. to compel defendants to record all future mortgage and mortgage assignments regardless of the use of MERS) and disgorgement from Defendants of all benefits obtained (i.e. payment of recording fees for all prior mortgage assignments not recorded) by not paying the fees on all past mortgage assignments.
Consent Order with the Federal Reserve	April 13, 2011	January 12, 2018	SunTrust Banks, Inc., SunTrust Bank, and SunTrust Mortgage, Inc.	SunTrust Banks, Inc., SunTrust Bank, and SunTrust Mortgage, Inc. entered into a Consent Order with the FRB in which the entities agreed to strengthen oversight of, and improve risk management, internal audit, and compliance programs concerning the residential mortgage loan servicing, loss mitigation, and foreclosure activities of SunTrust Mortgage, Inc. On January 12, 2018, the FRB terminated the Consent Order without penalty, finding that SunTrust has demonstrated sustained improvements in oversight and mortgage loan servicing and foreclosure practice.
County of Clackamas v. MERS, Inc. and STM et al.	November 7, 2016	February 12, 2019	SunTrust Mortgage, Inc. and SunTrust Bank	Fourteen counties in Oregon alleged that the Defendants (including MERS, SunTrust Mortgage, Inc. and other mortgage companies) improperly deprived Plaintiffs of recording fee revenues by not properly recording all transfers of mortgages and through use of the MERS system. Plaintiffs brought claims of fraudulent misrepresentation/ fraud/ deceit, unjust enrichment/ quasi-contract, negligence and gross negligence. Plaintiffs dismissed all claims.

<b>Matter</b>	<b>Start Date</b>	<b>Close Date</b>	<b>BB&amp;T Entity</b>	<b>Description of Matter</b>
Dowling, Anne v. Triad Guaranty Insurance Corporation	June 17, 2016	July 6, 2017	Twin Rivers Insurance Company	The Director of Insurance of Illinois brought suit against Twin Rivers Insurance Company alleging that the premiums and dividends it received under its captive reinsurance program with Triad Guaranty were unearned kickback payments in violation of the Real Estate Settlement Procedures Act (RESPA). Plaintiff brought claims for breach of contract and violations of RESPA. Plaintiff sought all moneys paid to Twin Rivers under the captive reinsurance program and attorneys' fees and costs. The court granted Twin Rivers' motion to dismiss.
Federal Reserve Letter Flood Compliance	May 11, 2016	May 26, 2017	SunTrust Banks, Inc.	After conducting a full flood insurance file review of SunTrust Banks, Inc.'s ("SunTrust") Consumer, Mortgage and Wholesale loan portfolios in 2012 and 2013, the Federal Reserve advised SunTrust that it believed SunTrust failed to comply with Regulation H and was considering recommending initiation of an enforcement action against SunTrust, including assessment of a civil monetary penalty. SunTrust settled the matter agreeing to pay \$1.5 MM and the Federal Reserve issued an Order of Assessment of a Civil Money Penalty.
Grand Jury Subpoenas (HAMP)	November 2010	July 2017	SunTrust Mortgage, Inc.	The U.S. Attorney's Office and the Office of the Special Inspector General for the Troubled Asset Relief Program investigated SunTrust Mortgage, Inc.'s ("STM") administration of the Home Affordable Modification Program ("HAMP"). In 2014, STM and the government reached a non-criminal agreement to resolve the matter with STM committing \$179 MM in consumer remediation (up to a maximum of \$274MM), \$20 MM to fund housing counseling for homeowners, \$10 MM paid toward restitution to the Fannie Mae and Freddie Mac, and a cash payment of \$16 MM to the United States Treasury. STM also agreed to undertake certain non-financial remedial actions, including submission to the government of bi-annual compliance reports. During 3Q 2017, STM submitted its final compliance report to the government completing its obligations under the settlement.

<b>Matter</b>	<b>Start Date</b>	<b>Close Date</b>	<b>BB&amp;T Entity</b>	<b>Description of Matter</b>
SEC Investment Adviser 12b-1 Fees	December 22, 2015	September 14, 2017	SunTrust Investment Services, Inc.	The SEC Division of Enforcement investigated whether SunTrust Investment Services, Inc. ("STIS") committed fraud under the Investment Advisers Act ("IAA") of 1940 by purchasing mutual fund shares on behalf of clients that imposed an SEC Rule 12b-1 marketing fee on the investment and if share classes existed which did not impose such a fee. STIS and the staff of the SEC reached an agreement to settle this matter whereby STIS would refund to current and former clients \$1,148,071.77 in 12b-1 fees paid by clients, and \$150,238.74 in interest. Also, STIS agreed to a censure and agreed to cease and desist from committing or causing any violations and future violations of Sections 206(2), 206(4) and 207 of the Advisers Act and Rule 206(4)-7 thereunder. Additionally, STIS agreed to pay a civil penalty in the amount of \$1,148,071.77 to the SEC.
SEC Variable Rate Demand Obligation (VRDO) Bonds Subpoena	December 4, 2018		SunTrust Robinson Humphrey, Inc.	The SEC Division of Enforcement requested records related to offerings of VRDO bonds for which SunTrust Robinson Humphrey, Inc. ("STRH") served or sought to serve as remarketing agent. The requested records include internal and external communications, marketing materials, and RFP responses, as well as information about interest rate calculations and the process by which interest rates were determined.
State of Ohio ex rel. David Joyce v. MERSCORP et al.	October 19, 2011	February 28, 2018	SunTrust Mortgage, Inc.	Plaintiff Geauga County, Ohio, sued MERS and its members, including SunTrust Mortgage, Inc., alleging that the Defendants violated state law by failing to record every mortgage assignment and pay attendant recording fees. Plaintiff purported to represent other counties. As relief, Plaintiff sought an injunction (i.e., to compel defendants to record all future mortgage and mortgage assignments regardless of the use of MERS) and disgorgement from Defendants of all benefits obtained (i.e., payment of recording fees for all prior mortgage assignments not recorded) by not paying the fees on all past mortgage assignments. The trial court dismissed Plaintiff's claims and Ohio's appellate courts upheld the decision.

<b>Matter</b>	<b>Start Date</b>	<b>Close Date</b>	<b>BB&amp;T Entity</b>	<b>Description of Matter</b>
State of Rhode Island & Providence Plantation Department of Business Regulation Division of Banking	July 28, 2016	May 23, 2018	SunTrust Mortgage, Inc.	Following a 2016 exam, the Division of Banking and SunTrust Mortgage, Inc. ("SunTrust") entered into a consent agreement in which SunTrust agreed to implement new policies and controls to improve compliance with state-specific consumer disclosure requirements. No monetary penalties were assessed as part of this action.
State of West Virginia v. SunTrust Bank et al.	May 4, 2010	June 7, 2018	SunTrust Bank	The auditor for the State of West Virginia brought this suit against SunTrust Bank ("SunTrust") and other defendants based on an electronic funds transfer fraud which resulted in monies from the Treasurer's office being deposited into accounts held at SunTrust and other banks. The auditor attempted to recover the funds from SunTrust and others and sought \$741,400 plus interest and attorneys' fees. Plaintiff ultimately dismissed SunTrust from the case.
United States Attorney's Office for the Southern District of New York Foreclosure Expense Investigation	April 11, 2013	March 27, 2018	SunTrust Mortgage, Inc.	SunTrust Mortgage, Inc. ("STM") cooperated with the United States Attorney's Office for the Southern District of New York (the "Southern District") in a broad based industry investigation regarding claims for foreclosure-related expenses charged by law firms in connection with the foreclosure of loans guaranteed or insured by Fannie Mae, Freddie Mac, or FHA. The investigation related to a private litigant qui tam lawsuit. On March 27, 2018, the United States Attorney's Office filed notice with the Southern District that it did not intend to intervene in the matter as to STM.
United States Mortgage Servicing Settlement	September 30, 2014	August 22, 2018	SunTrust Mortgage, Inc.	SunTrust Mortgage, Inc. ("SunTrust") reached a settlement with DOJ, HUD and Attorneys General for several states in which SunTrust made \$50 million in cash payments and committed to provide \$500 million of consumer relief and to implement certain mortgage servicing standards. In an August 10, 2017 report, the independent Office of Mortgage Settlement Oversight ("OMSO"), appointed to review and certify compliance with the provisions of the settlement, confirmed that SunTrust fulfilled its consumer relief commitments of the settlement. SunTrust's mortgage servicing standard obligations concluded on March 31, 2018. On August 22, 2018, the OMSO issued its final compliance report confirming that SunTrust completed its obligations under the settlement.

Public Exhibit 24

Subsidiaries of SunTrust and SunTrust Bank

## **Subsidiaries of SunTrust Banks, Inc. and Their Activities**

The attached tables list the subsidiaries of SunTrust Banks, Inc., their activities and the authority under which BB&T and BB&T Bank may continue to operate them.

<b>Part A</b>	<b>Subsidiaries of SunTrust Banks, Inc.</b>
<b>Part B</b>	<b>Subsidiaries of SunTrust Bank Holding Company</b>
<b>Part C</b>	<b>Subsidiaries of SunTrust Bank</b>
<b>Part D</b>	<b>Subsidiaries of SunTrust Equity Funding, LLC</b>
<b>Part E</b>	<b>Subsidiaries of SunTrust Community Capital</b>

\* Indicates entities that are in the process of dissolution.

**Part A: Subsidiaries of SunTrust Banks, Inc.**

<b>Percent Owned</b>		<b>Activity</b>	<b>Legal Authority</b>
<b>100%</b>	<b>GenSpring Holdings, Inc.</b>	GenSpring Holdings, Inc. is the parent holding company for GFO Advisory Services, LLC.	12 U.S.C. § 1843(k)(4)(F); 12 CFR 225.86(a)(1); 12 CFR 225.28(b)(6).
	<b>99.9%   GFO Advisory Services, LLC f/k/a GenSpring Family Offices, LLC (SunTrust NLIP, Inc. 0.1%)</b>	SEC-registered investment advisor. Provides financial and investment management services; also engages in trust and estate planning, personal budgeting and financial statements, family wealth management conferences and tax planning.	12 U.S.C. § 1843(k)(4)(F); 12 CFR 225.86(a)(1); 12 CFR 225.28(b)(6).
<b>100%</b>	<b>National Commerce Capital Trust I</b>	Issued trust securities; securities remain outstanding.	12 U.S.C. § 1843(c)(1).
<b>100%</b>	<b>ST Management Services India Private Limited</b>	Originally established to hold assets related to services provided at offshore locations. Never really used; attempting to sell this entity as dissolving an Indian entity is virtually impossible.	12 U.S.C. § 1843(k)(4); 12 CFR 225.86.
<b>100%</b>	<b>SunTrust 1031 Exchange Co.</b>	To transact the business of a trust company and to conduct other business as may be related to or incidental to the trust company business. Act as IRC 1031 qualified intermediary.	12 U.S.C. § 1843(k)(4)(F); 12 CFR 225.86(a)(1); 12 CFR 225.28(b)(5).
<b>100%</b>	<b>SunTrust Capital I</b>	Issued trust securities; securities remain outstanding.	12 U.S.C. § 1843(c)(1).
<b>100%</b>	<b>SunTrust Capital III</b>	Issued trust securities; securities remain outstanding.	12 U.S.C. § 1843(c)(1).
<b>100%</b>	<b>SunTrust Delaware Trust Company</b>	Limited purpose trust company that provides trust and investment management services.	12 U.S.C. § 1843(k)(4)(F); 12 CFR 225.86(a)(1); 12 CFR 225.28(b)(5).
<b>100%</b>	<b>SunTrust Equity Funding, LLC</b>	Sale Leaseback Financing and other structured lease transactions.	12 U.S.C. § 1843(k)(4)(F); 12 CFR 225.86(a)(1); 12 CFR 225.28(b)(1).

Percent Owned		Activity	Legal Authority
		SunTrust Equity Funding, LLC has a number of direct investments. These are separately listed in Part D of this Exhibit.	
<b>100%</b>	<b>SunTrust NLIP, Inc.</b>	This entity and its subsidiaries engage in sale and leaseback transactions and other structured lease transactions, and also hold solar project tax equity investments and financial technology investments.	12 U.S.C § 1843(c)(6); 12 U.S.C. § 1843(k)(4); 12 CFR 225.86(a)(1); 12 CFR 225.28(b)(1); 12 CFR 225 subpart J.
	<b>100%   DVA Goldsboro NC Landlord, LLC</b>		
	<b>100%   DVA Mount Olive NC Landlord, LLC</b>		
	<b>100%   FRE Aberdeen MS Realty, LLC</b>		
	<b>100%   FRE Clanton AL Realty, LLC</b>		
	<b>100%   FRE Clarksdale MS Realty, LLC</b>		
	<b>100%   FRE Corinth MS Realty, LLC</b>		
	<b>100%   FRE Fairfield AL Realty, LLC</b>		
	<b>100%   FRE Helena AR Realty, LLC</b>		
	<b>100%   FRE Macon MS Realty, LLC</b>		
	<b>100%   FRE Natchez MS Realty, LLC</b>		
	<b>100%   FRE Prattville AL Realty, LLC</b>		
	<b>100%   FRE Ruston LA Realty, LLC</b>		
	<b>100%   FRE Sardis MS Realty, LLC</b>		
	<b>100%   FRE Sylacauga AL Realty, LLC</b>		
	<b>100%   FRE Whistler AL Realty, LLC</b>		
	<b>100%   MIS Investment Holdings, LLC</b>		
	<b>100%   PH Memphis TN Landlord, LLC</b>		
	<b>100%   Susquehanna Hazleton PA Landlord, LLC*</b>		
<b>100%</b>	<b>SunTrust Outsourcing Management, L.L.C.</b>	Second shareholder in ST Management Services India Private Limited, an inactive entity. Will remain in existence until ST Management Services India Private Limited is sold or dissolved.	Shareholder to inactive entity
<b>99.99%</b>	<b>SunTrust Plaza Associates, LLC</b>	Organized in connection with ownership of SunTrust Plaza building.	12 U.S.C. § 1843(c)(1).
<b>100%</b>	<b>SunTrust Preferred Capital I</b>	Issued trust securities.	12 U.S.C. § 1843(c)(1).

Percent Owned		Activity	Legal Authority
100%	<b>SunTrust Robinson Humphrey, Inc.</b>	SunTrust Robinson Humphrey, Inc. (“STRH”) is a wholly-owned subsidiary of SunTrust Banks, Inc., with SunTrust Robinson Humphrey also being the trade name of SunTrust's corporate and investment banking services. While the business unit provides comprehensive lending, deposit and treasury, strategic sales and merger and acquisition advisory, and risk management solutions to serve the needs of corporate and institutional clients across the nation, the material entity STRH is specifically engaged in the business' service offerings in the areas of debt and equity underwriting, investment solutions, trading, research and sales, loan syndications, and municipal securities trading.	12 U.S.C. § 1843(k)(4); 12 CFR 225.86(a)(1); 12 CFR 225.28(b)(1), (6) and (7).
100%	<b>SunTrust Bank Holding Company</b>	SunTrust Bank Holding Company is a lower tier holding company	12 U.S.C. § 1843(a)(2)(A); 12 CFR 225.21(a)(1).

**Part B—Subsidiaries of SunTrust Bank Holding Company**

<b>Percent Owned</b>		<b>Activity</b>	<b>Authority</b>
<b>100%</b>	<b>SunTrust Advisory Services, Inc.</b>	An SEC registered investment adviser which provides investment advisory services.	12 U.S.C. § 1843(k)(4)(F); 12 CFR 225.86(a)(1); 12 CFR 225.28(b)(6).
<b>100%</b>	<b>SunTrust Bank</b>	SunTrust Bank is state bank chartered in Georgia.  SunTrust Bank has a number of subsidiaries. These are listed in Part C below.	12 U.S.C. § 1843(a)(2)(A).
<b>100%</b>	<b>SunTrust Banks Trust Company (Cayman) Ltd.</b>	SunTrust Banks Trust Company (Cayman) Ltd., located in the Cayman Islands, is a non-deposit trust company with approximately \$2.2 billion in assets (consolidated) as of year-end 2016. The Cayman Trust Company holds only a Trust License and primarily serves as Trustee for Revocable Reserved Powers Trusts and Revocable Discretionary Trusts solely for non-US residents. Additionally, it owns shares of foreign private investment companies and holds interests for non-U.S. residents.	12 U.S.C. § 1843(k)(4)(F); 12 CFR 225.86(a)(1); 12 CFR 225.28(b)(5).
<b>100%</b>	<b>SunTrust Insurance Services, Inc.</b>	SunTrust Insurance Services, Inc. operated a direct mail insurance business in association with Coverdell and Cross Country Home Services as marketing agents. The product set for this direct mail business included residential warranty plans, accidental death and dismemberment coverage, and health discount plans, and SunTrust Insurance Services, Inc. is licensed to offer life, property, casualty, sickness, accident and health insurance products and annuities. Currently, SunTrust Insurance Services, Inc. is essentially inactive and not conducting any new business.	12 U.S.C. § 1843(k)(4)(B).
<b>100%</b>	<b>SunTrust Investment Services, Inc.</b>	SunTrust Investment Services, Inc. is a full-service broker. With approximately 600 advisors serving clients in 40 states, SunTrust Investment Services provides brokerage, asset management and trust services; financial and estate planning; research; corporate services including retirement	12 U.S.C. § 1843(k)(4)(F); 12 CFR 225.86(a)(1); 12 CFR 225.28(b)(1), (5), (6) and (7).

		planning; a range of lending services; mutual funds; and insurance.	
<b>100%</b>	<b>SunTrust Personal Loans, Inc.</b>	Consumer finance company	12 U.S.C. § 1843(k)(4)(F); 12 CFR 225.86(a)(1); 12 CFR 225.28(b)(1).
<b>100%</b>	<b>Twin Rivers II, Inc.</b>	Previously served as captive insurance company. Has been completely wound down. For reporting purposes is effectively in “dormant” status and holds minimal capital.	

### Part C: Subsidiaries of SunTrust Bank

A subsidiary of a state bank may engage in any activity permissible for a subsidiary of a national bank unless the activity poses a significant risk to the Deposit Insurance Fund or the bank fails to satisfy capital guidelines. 12 U.S.C. § 1831a(d). North Carolina state-chartered banks have the power to engage in any activity permissible for a national bank. N.C. Gen. Stat. § 53C-5-1(b).

Percent Owned		Activity	Authority
100%	<b>CB Finance, Inc.</b>	Purchases defaulted commercial real estate loan participations of affiliated REITs and monitors the process from foreclosure to disposition to ensure participation interests are protected. This entity also monitors the process from foreclosure to disposition of defaulted mortgage and consumer loan participations that were formerly purchased from affiliated REITs. The entity also owns the stock of STB Real Estate Parent (MA), Inc., STB Real Estate LLC, STI Institutional & Government, Inc., SunTrust Leasing Corporation and the membership interests of CM Finance, L.L.C.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh).
	<b>100%   CM Finance, L.L.C.</b>	Provides financing for certain non-bank affiliates.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh), 371.
	<b>100%   STB Real Estate LLC</b>	Oversees monitoring and orderly resolution of potential preferred stockholder claims against its subsidiary REITs. Owns common and preferred shares of STB Real Estate Holdings (Commercial), Inc., STB Real Estate Holdings (Household Lending), Inc., and STB Real Estate Holdings (Residential), Inc. Also owns Class D preferred shares in SunTrust Real Estate Investment Corporation.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); Interpretive Letter No. 389 (July 7, 1987), reprinted in [1988-89 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 85,613.
	<b>75%   STB Real Estate Holdings (Commercial), Inc.</b>	Qualified as a REIT under Section 856 of the Internal Revenue Code of 1986, as amended, and to invest in 100% participation interests in commercial real estate loans and other REIT eligible assets.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); Interpretive Letter No. 389 (July 7, 1987), reprinted in [1988-89 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 85,613; OCC Corporate Decision No. 2004-16 (September 10, 2004).

Percent Owned		Activity	Authority
	<b>100%   STB Holdings (Commercial) TRS, Inc.</b>	Qualified as a taxable REIT subsidiary (TRS) under IRC Section 856, and to create a REIT protective trust structure, whereby any assets held by the stockholder which would otherwise cause the stockholder to fail its REIT qualification tests will be transferred to a Delaware statutory trust.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); Interpretive Letter No. 389 (July 7, 1987), reprinted in [1988-89 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 85,613; OCC Corporate Decision No. 2004-16 (September 10, 2004).
	<b>75%   STB Real Estate Holdings (Household Lending), Inc.</b>	Qualified as a REIT under Section 856 of the Internal Revenue Code of 1986, as amended, and to invest in 100% participation interests in residential real estate mortgage loans and other REIT eligible assets.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); Interpretive Letter No. 389 (July 7, 1987), reprinted in [1988-89 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 85,613; OCC Corporate Decision No. 2004-16 (September 10, 2004).
	<b>100%   STB Holdings (Household Lending) TRS, Inc.</b>	Qualified as a TRS under IRC Section 856, and to create a REIT protective trust structure, whereby any assets held by the stockholder which would otherwise cause the stockholder to fail its REIT qualification tests will be transferred to a Delaware statutory trust.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); Interpretive Letter No. 389 (July 7, 1987), reprinted in [1988-89 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 85,613; OCC Corporate Decision No. 2004-16 (September 10, 2004).
	<b>48.471%   STB Real Estate Holdings (Residential), Inc.</b>	Qualified as a REIT under Section 856 of the Internal Revenue Code of 1986, as amended, and to invest in 100% participation interests in residential real estate mortgage loans and other REIT eligible assets.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); Interpretive Letter No. 389 (July 7, 1987), reprinted in [1988-89 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 85,613; OCC Corporate Decision No. 2004-16 (September 10, 2004).
	<b>100%   STB Holdings (Residential) TRS, Inc.</b>	Qualified as a TRS under IRC Section 856, and to create a REIT protective trust structure, whereby any assets held by the stockholder which would otherwise cause the stockholder to fail its REIT qualification tests will be transferred to a Delaware statutory trust.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); Interpretive Letter No. 389 (July 7, 1987), reprinted in [1988-89 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 85,613; OCC Corporate Decision No. 2004-16 (September 10, 2004).
	<b>100%   STB Real Estate Parent (MA), Inc.</b>	Provides oversight with respect to monitoring and the orderly resolution of any potential preferred stockholder claims against its subsidiary REITs. This entity also owns the stock of SunTrust Real Estate Investment Corporation.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); Interpretive Letter No. 389 (July 7, 1987), reprinted in [1988-89 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 85,613; OCC Corporate Decision No. 2004-16 (September 10, 2004).
	<b>100%   SunTrust Real Estate Investment Corporation</b>	Qualified as a REIT under IRC Section 856; invests in 100% participation interests in mortgage loans and the stock of REIT	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); Interpretive Letter No. 389 (July 7, 1987), reprinted in [1988-89 Transfer Binder] Fed.

Percent Owned		Activity	Authority
		subsidiaries. This entity is used as a vehicle to raise Tier 1 capital.	Banking L. Rep. (CCH) ¶ 85,613; OCC Corporate Decision No. 2004-16 (September 10, 2004).
	<b>25%   STB Real Estate Holdings (Commercial), Inc.</b>	Qualified as a REIT under Section 856 of the Internal Revenue Code of 1986; invests in 100% participation interests in commercial real estate loans and other REIT eligible assets. This entity is used as a vehicle to raise Tier 1 Capital. This entity also owns the stock of STB Holdings (Commercial) TRS, Inc.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); Interpretive Letter No. 389 (July 7, 1987), reprinted in [1988-89 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 85,613; OCC Corporate Decision No. 2004-16 (September 10, 2004).
	<b>25%   STB Real Estate Holdings (Household Lending), Inc.</b>	Qualified as a REIT under Section 856 of the Internal Revenue Code of 1986; invests in 100% participation interests in residential real estate mortgage loans and other REIT eligible assets. This entity is used as a vehicle to raise Tier 1 Capital. This entity also owns the stock of STB Holdings (Household Lending) TRS, Inc.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); Interpretive Letter No. 389 (July 7, 1987), reprinted in [1988-89 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 85,613; OCC Corporate Decision No. 2004-16 (September 10, 2004).
	<b>51.529%   STB Real Estate Holdings (Residential), Inc.</b>	Qualified as a REIT under Section 856 of the Internal Revenue Code of 1986; invests in 100% participation interests in residential real estate mortgage loans and other REIT eligible assets. This entity is used as a vehicle to raise Tier 1 Capital. This entity also owns the stock of STB Holdings (Residential) TRS, Inc.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); Interpretive Letter No. 389 (July 7, 1987), reprinted in [1988-89 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 85,613; OCC Corporate Decision No. 2004-16 (September 10, 2004).
	<b>100%   STREIC TRS, Inc.</b>	Qualified as a TRS under Section 856 of the Internal Revenue Code of 1986, as amended, to create a REIT protective trust structure, whereby any assets held by the stockholder which would otherwise cause the stockholder to fail its REIT qualification tests will be transferred to a Delaware statutory trust. Invests in certain leasehold improvements acquired from its parent company, SunTrust Real Estate Investment Corporation.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); Interpretive Letter No. 389 (July 7, 1987), reprinted in [1988-89 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 85,613; OCC Corporate Decision No. 2004-16 (September 10, 2004).
	<b>100%   STI Institutional &amp; Government, Inc.</b>	Provides a variety of banking services including: treasury and payment services, cash and check processing, tax-exempt financing, credit card services, and institutional investment management services.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh).

Percent Owned		Activity	Authority
	<b>100%   SunTrust Leasing Corporation</b>	Offers financing for essential-use equipment for businesses and municipalities. It offers long term lease, municipal lease, operating lease, and wholesale floor plan for business jet, commuter aircraft, helicopters, multi engine piston, and turboprop. It also offers financing services for aircrafts.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); 12 CFR 23.7; OCC Interpretive Letter No. 567, reprinted in [1991-1992 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 83, 337 (October 29, 1991); OCC Interpretive Letter No. 556, reprinted in [1991-1992 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 83,306 (August 6, 1991).
	<b>100%   SunTrust Equipment Finance &amp; Leasing Corp.</b>	Provides equipment financing.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); 12 CFR 23.7; OCC Interpretive Letter No. 567, reprinted in [1991-1992 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 83, 337 (October 29, 1991); OCC Interpretive Letter No. 556, reprinted in [1991-1992 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 83,306 (August 6, 1991).
	<b>100%   SunTrust Finance NC Corporation</b>	Provides equipment financing.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); 12 CFR 23.7; OCC Interpretive Letter No. 567, reprinted in [1991-1992 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 83, 337 (October 29, 1991); OCC Interpretive Letter No. 556, reprinted in [1991-1992 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 83,306 (August 6, 1991).
<b>100%</b>	<b>CRM Properties Manager, LLC</b>	Holds OREO property interests.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh).
	<b>100%   155 Palencia Village Drive, LLC</b>	Holds OREO property interests.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh).
	<b>100%   CRM Central Properties, LLC</b>	Holds OREO property interests.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh).
	<b>100%   CRM Florida Properties, LLC</b>	Holds OREO property interests.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh).
	<b>100%   CRM Mid-Atlantic Properties, LLC</b>	Holds OREO property interests.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh).
<b>100%</b>	<b>National Commerce Bank Services, Inc.</b>	Holds licenses to operate in-store locations and sub-licenses use of the locations to other banks.	12 U.S.C. § 1831a(d); OCC Interpretive Letter No. 630, reprinted in [1993-1994 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 83,513 (May 11, 1993).

<b>Percent Owned</b>		<b>Activity</b>	<b>Authority</b>
<b>100%</b>	<b>Southland Associates, Inc.</b>	Serves as trustee on most of the Bank's North Carolina deeds of trust and some Tennessee and Arkansas deeds of trust, with respect to commercial borrowers of loans from the Bank.	12 U.S.C. § 1831a(d); 12 U.S.C. §§ 24(Seventh) & 371.
<b>100%</b>	<b>STB Capital, LLC</b>	Used in 2002 to raise bank-level Tier 1 capital, and for bank franchise tax savings.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh).
<b>100%</b>	<b>STB Management Corp.</b>	Invest in STB FNC Corp. and ownership and management of an investment portfolio comprised primarily of Municipal Obligations (i.e., investments in debt obligations of states and political subdivisions or similar municipal obligations or securities).	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); 12 CFR 1.2, 1.3.
	<b>100%   STB FNC Corp.</b>	Maintenance and management of Free and Clear Assets (i.e., investment portfolio assets that are not pledged or employed in or associated with repurchase obligation transactions), including the stock of STB STR Corp.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh).
	<b>100%   STB STR Corp.</b>	Ownership and management of investment portfolio of repo assets (employed in and associated with repurchase obligation transactions). Ownership and management of high quality securities which are available to be loaned to SunTrust Bank under a securities lending agreement. This entity also owns a minority interest in CB Finance, Inc.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); OCC Interpretive Letter No. 629, reprinted in [1993-1994 Transfer Binder] Fed. Banking L. Rep. (CCH) ¶ 83,512 (July 2, 1993); Banking Circular No. 196 (May 7, 1985).
<b>100%</b>	<b>STB Receivables (Central Florida), Inc.</b>	Purchases participation interests in loans from affiliated companies.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh).
<b>100%</b>	<b>Suntrust Auto Receivables, LLC</b>	Serves as an auto securitization depositor.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); 12 CFR 1.2(l), (m); 12 CFR 1.3(g).
	<b>100%   SunTrust Auto Receivables Trust 2015-1</b>	Serves as an auto securitization depositor.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); 12 CFR 1.2(l), (m); 12 CFR 1.3(g).

Percent Owned		Activity	Authority
100%	<b>SunTrust Community Capital, LLC</b>	Provides debt and equity capital for projects that economically benefit and revitalize communities throughout the SunTrust Bank footprint. STCC provides innovative, customized financing solutions to support wide-ranging developments including affordable multifamily housing, adaptive re-use projects, community centers, charter schools, healthcare clinics, retail development and various mixed-use properties in communities, including using Low Income Housing Tax Credits, New Markets Tax Credits and Historic Tax Credits.	12 U.S.C. § 1831a(d); 12 U.S.C. § 24(Eleventh); OCC Bulletin 2006-44 (October 23, 2006); OCC Bulletin 2009-14 (May 21, 2009).  On December 14, 2018, the Federal Reserve granting blanket authority of up to 15% of SunTrust Bank's capital and surplus. SunTrust has a similar authority letter from the State of Georgia.
100%	<b>SunTrust International Banking Company</b>	Agreement corporation. Inactive and expected to be dissolved in the near future.	12 U.S.C. § 601; 12 CFR 211.5(g).
100%	<b>SunTrust Robinson Humphrey Funding, LLC</b>	Conducts mortgage loan purchases and sales.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh).
100%	<b>SunTrust Securitization Holdings, LLC</b>	Holds real estate mortgage investment conduit (REMIC) residual interests.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh).
100%	<b>SunTrust Student Loan Funding, LLC</b>	Depositor SPE which sold the loans to SunTrust Student Loan Trust 2006-1 (a securitization of federal student loans). This entity is essentially inactive other than its association with SunTrust Student Loan Trust 2007-1 which will not terminate until the securitization is paid or called, in approximately ten years.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh).
	<b>100%   SunTrust Student Loan Trust 2006-1</b>		12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh).
100%	<b>SunTrust Total Return Swap Funding, LLC</b>	Functions as a holding company for the multiple limited liability companies each which invests in broadly syndicated corporate loans hedging clients' total return swaps. SunTrust Total Return Swap Funding, LLC is the single member of such companies.	12 U.S.C. § 1831a(d); 12 U.S.C. §24(Seventh); OCC Interpretive Letter No. 725 (May 10, 1996).
	<b>100%   Animas Trading, LLC</b>		

Percent Owned		Activity	Authority
	100%	Big Hole Trading, LLC	
	100%	Bighorn River Trading, LLC	
	100%	Boulder Trading, LLC	
	100%	BRonco Trading, LLC	
	100%	Copper River Trading, LLC	
	100%	Davidson River Trading, LLC	
	100%	Firehole River Trading, LLC	
	100%	Flat Creek Trading, LLC	
	100%	Gallatin River Trading, LLC	
	100%	Gunnison River Trading, LLC	
	100%	Henry's Fork Trading LLC	
	100%	Hoback Trading, LLC	
	100%	Madison River Trading, LLC	
	100%	McCloud River Trading, LLC	
	100%	North Fork Trading, LLC	
	100%	Rapid River Trading, LLC	
	100%	Roaring Fork Trading, LLC	
	100%	Rock Creek Trading, LLC	
	100%	South Fork Trading, LLC	
	100%	Spring Creek Trading, LLC	
	100%	Truckee River Trading, LLC	
	100%	Yellowstone Trading, LLC	
100%		<b>Twin Rivers Insurance Company</b>	Provided captive mortgage reinsurance services. This entity is currently in the process of dissolution.  12 U.S.C. 1831a(d); Gramm-Leach-Bliley Act of 1999, Pub. L. No. 106-102, 113 Stat. 1338, § 302(a), (b), and (c) (Nov. 12, 1999); Corporate Decision No. 2000-16 (August 29, 2000); Corp. Decision No. 98-28 (May 11, 1998).

**Part D: Subsidiaries of SunTrust Equity Funding, LLC (100% owned by SunTrust Banks, Inc.)**

<b>Percent Owned</b>	
100%	BMA Lynchburg VA Landlord, LLC*
100%	BR Alamosa CO Owner, LLC
100%	BR Apopka FL Owner, LLC
100%	BR Bastrop TX Owner, LLC
100%	BR Beaumont TX Owner, LLC
100%	BR Carlsbad NM Owner, LLC
100%	BR Cedar Park TX Owner, LLC
100%	BR Crystal River FL Owner, LLC
100%	BR Denham Springs LA Owner, LLC
100%	BR Denver CO Owner, LLC
100%	BR El Centro CA Owner, LLC
100%	BR Fayetteville AR Owner, LLC
100%	BR Folsom CA Owner, LLC
100%	BR Gainesville FL Owner, LLC*
100%	BR Georgetown TX Owner, LLC
100%	BR Harlingen TX Owner, LLC
100%	BR Kingman AZ Owner, LLC
100%	BR Lafayette LA Owner, LLC
100%	BR Lakeland FL Owner, LLC
100%	BR Lawton OK Owner, LLC <i>n/k/a FRE Bucyrus OH Realty, LLC</i>
100%	BR Little Falls NJ Owner, LLC <i>n/k/a FRE Houston TX 2 Realty, LLC</i>
100%	BR Littleton CO Owner, LLC
100%	BR Los Lunas NM Owner, LLC
100%	BR Mansfield TX Owner, LLC
100%	BR McAllen TX Owner, LLC
100%	BR McDonough GA Owner, LLC
100%	BR Middletown RI Owner, LLC <i>n/k/a FRE Columbus MS Realty, LLC</i>
100%	BR Orange Park FL Owner, LLC
100%	BR Orlando FL 1 Owner, LLC
100%	BR Orlando FL 2 Owner, LLC*
100%	BR Orlando FL 3 Owner, LLC
100%	BR Oviedo FL Owner, LLC
100%	BR Peachtree City GA Owner, LLC
100%	BR Pleasanton TX Owner, LLC
100%	BR Port Charlotte FL Owner, LLC
100%	BR Port St. Lucie FL Owner, LLC*

100%	BR Pueblo CO Owner, LLC
100%	BR San Antonio TX 1 Owner, LLC
100%	BR San Antonio TX 2 Owner, LLC
100%	BR Seaside CA Owner, LLC*
100%	BR Seguin TX Owner, LLC
100%	BR Shawnee OK Owner, LLC
100%	BR Sherman TX Owner, LLC
100%	BR Smyrna TN Owner, LLC
100%	BR Southaven MS Owner, LLC
100%	BR Tomball TX Owner, LLC
100%	BR Venice FL Owner, LLC*
100%	BR Watauga TX Owner, LLC
100%	BR Winston-Salem NC Owner, LLC
100%	BR Yuma AZ Owner, LLC
100%	BR Zephyrhills FL Owner, LLC*
100%	CES Port St. Lucie FL Landlord, LLC
100%	DVA Decatur GA Landlord, LLC
100%	FC Euclid OH Landlord, LLC
100%	FC Grand Rapids MI Landlord, LLC
100%	FC Oklahoma City OK Landlord, LLC
100%	FC Tucson AZ Landlord, LLC
100%	FC Tulsa OK Landlord, LLC
100%	FRE Akron OH Realty, LLC*
100%	FRE Albuquerque NM Realty, LLC*
100%	FRE Chanute KS Realty, LLC*
100%	FRE East Peoria Realty, LLC
100%	FRE Germantown TN Realty, LLC
100%	FRE Los Lunas NM Realty, LLC
100%	FRE Muskegon MI Realty, LLC
100%	FRE Somerset KY Realty, LLC
100%	FRE Springfield MA Realty, LLC*
100%	FRE Sweetwater TN Realty, LLC
100%	FRE Tyler TX Realty, LLC*
100%	FRE West Houston TX Realty, LLC*
100%	FRE Wichita KS Realty, LLC*
100%	FRE Yarmouth Port MA Realty, LLC*
100%	FRE Zeeland MI Realty, LLC
100%	TM Miami FL Landlord, LLC
100%	WH Wilmington NC Landlord, LLC
<b>100%</b>	<b>STEF NLIP, LLC</b>
	100% AB Cortland NY Landlord, LLC

	100%	AB Elmira NY Landlord, LLC
	100%	AB Hornell NY Landlord, LLC
	100%	AB Latham NY Landlord, LLC
	100%	AB Lockport NY Landlord, LLC
	100%	AB Newburgh NY Landlord, LLC
	100%	AB Rochester NY Landlord, LLC
	100%	AB Sayre PA Landlord, LLC
	100%	AR Morristown TN Landlord, LLC
	100%	AZ Randall OH Landlord, LLC
	100%	AZ Romulus MI Landlord, LLC*
	100%	BMO 180 Brookfield WI Landlord, LLC
	100%	BMO Brookfield WI Landlord, LLC
	100%	CC Nashville TN Landlord, LLC
	100%	CC Newark DE Landlord, LLC
	100%	CH Inver Grove Heights MN Landlord, LLC
	100%	CH Jacksonville FL Landlord, LLC
	100%	CNR Puyallup WA Landlord, LLC
	100%	CNR Renton WA Landlord, LLC
	100%	CNR Seattle WA Landlord, LLC
	100%	CNR Sumner WA Landlord, LLC
	100%	CNR Tacoma WA Landlord, LLC
	100%	DVA Brookline MA Landlord, LLC*
	100%	DVA Clarksville TN Landlord, LLC
	100%	DVA Columbia TN Landlord, LLC
	100%	DVA Crestview Hills KY Landlord, LLC
	100%	DVA Daly City CA Landlord, LLC*
	100%	DVA Decatur IL Landlord, LLC
	100%	DVA Glendale CA Landlord, LLC*
	100%	DVA Katy TX Landlord, LLC
	100%	DVA Philadelphia PA Landlord, LLC
	100%	DVA Waynesburg PA Landlord, LLC
	100%	DVA Winter Haven FL Landlord, LLC
	100%	FHI St. Augustine FL Landlord, LLC
	100%	FRE Century FL Realty, LLC
	100%	FRE Corpus Christi TX Realty, LLC
	100%	FRE Evansville IN Realty, LLC
	100%	FRE Houston TX Realty, LLC
	100%	FRE Liberal KS Realty, LLC
	100%	FRE Owosso MI Realty, LLC
	100%	FRE Palestine TX Realty, LLC
	100%	FRE Ponca City OK Realty, LLC

	100%	FRE Portland TN Realty, LLC
	100%	FRE Prestonsburg KY Realty, LLC
	100%	FRE Ripley WV Realty, LLC
	100%	GPN Jeffersonville IN Landlord, LLC
	100%	IH Chicago Heights IL Landlord, LLC
	100%	Lallendorf Road Realty, LLC
	100%	ME Jacksonville FL Landlord, LLC
	100%	OL Orlando FL Parcel One Landlord, LLC
	100%	OL Orlando FL Parcel Two Landlord, LLC
	100%	PF St. Elmo IL Landlord, LLC
	100%	RT Dallas GA Landlord, LLC
	100%	RT Hiram GA Landlord, LLC
	100%	RT McDonough GA Landlord, LLC
	100%	SLH Clermont FL Landlord, LLC

**Part E: Subsidiaries of SunTrust Community Capital Subsidiary List (100% Owned by SunTrust Bank)**

<b>Percent Owned</b>	
100%	ABC Durham Investment Fund, LLC
100%	Atchison YMCA Investment Fund, LLC
100%	BBIF Orlando Investment Fund, LLC
100%	BCCC Washington DC Investment Fund, LLC
100%	BGC Atlanta Investment Fund, LLC
100%	BGC Miami Investment Fund, LLC
100%	BGCV Valdosta Leverage Fund, LLC
100%	Blanche Lake City Investment Fund, LLC
100%	Block 75 Tampa Investment Fund, LLC
100%	BS Statesboro Investment Fund, LLC
100%	Caritas Richmond Investment Fund, LLC
100%	CCI Lake City Investment Fund, LLC / <i>(CCI Enterprises, LLC in South Carolina)</i>
100%	CCW Spartanburg Leverage Fund III, LLC
100%	CDC Ashford Landing, LLC
100%	CDC Autumn, L.L.C.
100%	CDC Belton Woods, L.L.C.
100%	CDC Blackwell II, L.L.C.
100%	CDC Carver V, L.L.C.
100%	CDC Chamblee Senior Apartments, LLC
100%	CDC Commons at Ironbridge, L.L.C.
100%	CDC Country Garden II, L.L.C.
100%	CDC Country Garden, L.L.C.
100%	CDC Edgewood Seniors, L.L.C.
100%	CDC Friendly Heights, L.L.C.
100%	CDC JOC Annex, L.L.C.
100%	CDC John O. Chiles Senior, L.L.C.
100%	CDC Lakeside Gardens, L.L.C.
100%	CDC Linden Square, L.L.C.
100%	<b>CDC Manager, Inc.</b>
	<b>100%   2003 CDC Manager, L.L.C.</b>
	100%   Printers' Square Apartments Limited Partnership
	100%   2004 CDC Manager, L.L.C.
	<b>100%   98-02 CDC Manager, L.L.C.</b>
	0.003%   Belton Woods, LP
	50%   Blackwell Investment II, L.L.C.

Percent Owned	
	0.8%   BRyson Creek Limited Partnership
	<b>100%   CDC Olde Town GP, L.L.C.</b>
	0.01%   Olde Town Associates, L.P.
	100%   STCC Walton Oaks Phase II, LLC
100%	CDC Oakley Square, L.L.C.
100%	CDC Retreat at Dry Creek Farms, L.L.C.
100%	CDC Sassafras Senior, L.L.C.
100%	CDC Special Limited Partner, L.L.C.
100%	CDC Summerset Village, L.L.C.
100%	CDC Sustainable Fellwood, L.L.C.
100%	CDC Triangle Partners, L.L.C.
100%	CDC Walton Legacy, L.L.C.
100%	CDC Walton Ridenour, L.L.C.
100%	CDC Walton Ridge, L.L.C.
100%	CDC WDC I, L.L.C.
100%	CDC Whitehall Apartments, LLC
100%	CDC Whitehall Manor, LLC
100%	CHRIS 180 Atlanta Investment Fund, LLC
100%	CHSD Durham Investment Fund, LLC
100%	CIS Roanoke Investment Fund, LLC
100%	Commonwealth Investment Fund, LLC
100%	CR Miami Investment Fund, LLC
100%	Cristo Rey Atlanta Investment Fund, LLC
99.99%	Crosstown Memphis Investment Fund, LLC
100%	CTP Naranja Investment Fund, LLC
100%	Danimer Bainbridge Investment Fund, LLC
100%	Dean Rusk Atlanta Leverage Fund, LLC
100%	Drew Atlanta Investment Fund, LLC
100%	East Lake Atlanta Investment Fund, LLC
100%	EFCO Monett Investment Fund, LLC
100%	ELC Orlando Investment Fund, LLC
100%	Express Biodiesel Greenwood Investment Fund, LLC
100%	Families First Atlanta Investment Fund, LLC
100%	FHC Lehigh Acres Investment Fund, LLC
100%	Friendly Heights, L.P.
100%	GAI Atlanta Investment Fund, LLC
100%	GLOW Wilmington Investment Fund, LLC
100%	Grady Atlanta Investment Fund LLC
100%	Grady WI Atlanta Investment Fund, LLC

<b>Percent Owned</b>	
100%	GSWFL Fort Myers Investment Fund, LLC
100%	HFHA Atlanta Investment Fund, LLC
100%	Interfaith Dental Nashville Investment Fund, LLC
100%	JA Atlanta Investment Fund, LLC
100%	JA Tampa Investment Fund, LLC
100%	KP Kings Mountain Investment Fund, LLC
100%	KSP Atlanta Investment Fund, LLC
100%	LC LaGrange Investment Fund, LLC
100%	LD Crosby Investment Fund, LLC
100%	LHANC Miami Investment Fund LLC
100%	Medline Auburndale Investment Fund, LLC
100%	Mercury Court Apartments, LP
100%	MIA Union City Investment Fund, LLC
100%	Mid-City Grocery Investment Fund, LLC
100%	MOB Nashville Investment Fund, LLC
100%	New Carrollton Investment Fund, LLC
100%	Northside Commons Spartanburg Investment Fund, LLC
100%	Paradise Park Ocala Investment Fund, LLC
99%	Paramount Square II Cincinnati Investment Fund, LLC
100%	Peace River Lakeland Investment Fund, LLC
100%	Pearson Durham Investment Fund, LLC
100%	Pigeon Forge Investment Fund, LLC
100%	PPL Douglas Investment Fund, LLC
100%	PPL Oil Douglas Investment Fund, LLC
100%	Quest Atlanta Investment Fund, LLC
100%	RFU North Chicago Investment Fund, LLC
100%	RMH Baltimore Investment Fund, LLC
100%	RS Graniteville Investment Fund, LLC
100%	RTG Cahec Investment Fund, LLC
100%	RTG Dunn Investment Fund, LLC
100%	Saferack Andrews Investment Fund, LLC
100%	Second Harvest Charlotte Investment Fund, LLC
100%	Self-Help Investor XII, LLC
100%	SJMCS Atlanta Leverage Fund, LLC
100%	SK Barnwell Investment Fund, LLC <i>(Name Change – Swiss Krono Barnwell Investment Fund, LLC)</i>
99.99%	SPRE Severn Investment Fund, LLC
100%	SS Tallahassee Investment Fund, LLC
100%	ST CDE II LLC
100%	ST CDE III LLC

Percent Owned	
100%	ST CDE IV LLC
100%	ST CDE L, LLC
100%	ST CDE LI, LLC
100%	ST CDE LII, LLC
100%	ST CDE LIII, LLC
100%	ST CDE LIV, LLC
100%	ST CDE LIX, LLC
100%	ST CDE LV, LLC
100%	ST CDE LVI, LLC
100%	ST CDE LVII, LLC
100%	ST CDE LVIII, LLC
100%	ST CDE LX, LLC
100%	ST CDE LXI, LLC
100%	ST CDE LXII, LLC
99.99%	ST CDE LXIII, LLC (STCDE: .01%)
99.99%	ST CDE LXIV, LLC (STCDE: .01%)
99.99%	ST CDE LXIX, LLC (STCDE: .01%)
99.99%	ST CDE LXV, LLC (STCDE: .01%)
99.99%	ST CDE LXVI, LLC (STCDE: .01%)
99.99%	ST CDE LXVII, LLC (STCDE: .01%)
99.99%	ST CDE LXVIII, LLC (STCDE: .01%)
99.99%	ST CDE LXX, LLC (STCDE: .01%)
99.99%	ST CDE LXXI, LLC (STCDE: .01%)
99.99%	ST CDE LXXII, LLC (STCDE: .01%)
99.99%	ST CDE LXXIII, LLC (STCDE: .01%)
99.99%	ST CDE LXXIV, LLC (STCDE: .01%)
99.99%	ST CDE LXXIX, LLC (STCDE: .01%)
99.99%	ST CDE LXXV, LLC (STCDE: .01%)
99.99%	ST CDE LXXVI, LLC (STCDE: .01%)
99.99%	ST CDE LXXVII, LLC (STCDE: .01%)
99.99%	ST CDE LXXVIII, LLC (STCDE: .01%)
99.99%	ST CDE LXXX, LLC (STCDE: .01%)
100%	ST CDE LXXXI, LLC
100%	ST CDE LXXXII, LLC
99.99%	ST CDE LXXXIII, LLC (STCDE: .01%)
99.99%	ST CDE LXXXIV, LLC (STCDE: .01%)
99.99%	ST CDE LXXXV, LLC (STCDE: .01%)
99.99%	ST CDE LXXXVI, LLC (STCDE: .01%)
100%	ST CDE V LLC

<b>Percent Owned</b>	
100%	ST CDE VI LLC
100%	ST CDE XII, LLC
100%	ST CDE XIII, LLC
100%	ST CDE XIV LLC
100%	ST CDE XIX, LLC
100%	ST CDE XL, LLC
100%	ST CDE XLI, LLC
100%	ST CDE XLII, LLC
100%	ST CDE XLIII, LLC
100%	ST CDE XLIV, LLC
100%	ST CDE XLIX, LLC
100%	ST CDE XLV, LLC
100%	ST CDE XLVI, LLC
100%	ST CDE XLVII, LLC
100%	ST CDE XLVIII, LLC
100%	ST CDE XV, LLC
100%	ST CDE XVI, LLC
100%	ST CDE XVII, LLC
100%	ST CDE XVIII, LLC
100%	ST CDE XX, LLC
100%	ST CDE XXI, LLC
100%	ST CDE XXII, LLC
100%	ST CDE XXIII, LLC
100%	ST CDE XXIV, LLC
100%	ST CDE XXIX, LLC
100%	ST CDE XXV LLC
100%	ST CDE XXVI, LLC
100%	ST CDE XXVII, LLC
100%	ST CDE XXVIII, LLC
100%	ST CDE XXX, LLC
100%	ST CDE XXXI, LLC
100%	ST CDE XXXII, LLC
100%	ST CDE XXXIII, LLC
100%	ST CDE XXXIV, LLC
100%	ST CDE XXXIX, LLC
100%	ST CDE XXXV, LLC
100%	ST CDE XXXVI, LLC
100%	ST CDE XXXVII, LLC
100%	ST CDE XXXVIII, LLC

<b>Percent Owned</b>	
99.95%	ST GA Etowah Terrace, LLC
99.9%	ST GA Fund I Limited Partner LLC
1.583%	ST GA Fund I LLC
0.1%	ST GA Fund II – 2007 LLC
99.8%	<b>ST GA Fund II Limited Partner LLC</b>
	100%   CDC Carver Redevelopment I, L.L.C.
9.0605%	ST GA Fund II LLC
99.9%	<b>ST GA Fund III Limited Partner LLC</b>
	100%   CDC Carver III, L.L.C.
	100%   CDC Kimberly II, L.L.C.
2.99%	ST GA Fund III LLC
99.9%	<b>ST GA Fund IV Limited Partner LLC</b>
	100%   CDC Hays Mill Court, L.L.C.
3.48%	ST GA Fund IV LLC
99.9%	<b>ST GA Fund IV-LCI Limited Partner LLC</b>
	100%   CDC Carver II, L.L.C.
	100%   CDC Kimberly III, L.L.C.
99.9%	ST GA Fund IV-LCI LLC
99.9%	ST GA Fund IX GFB Limited Partner LLC
99.9%	ST GA Fund IX Limited Partner LLC
99.9%	ST GA Fund IX LLC
99.9%	ST GA Fund IX-GFB LLC
99.9%	ST GA Fund NW 2018 Limited Partner LLC
99.9%	ST GA Fund NW 2018 LLC
99.9%	<b>ST GA Fund V Limited Partner LLC</b>
	100%   CDC Orchard Grove, L.L.C.
10.69%	ST GA Fund V LLC
100%	<b>ST GA Fund VI-LCI Limited Partner, LLC</b>
	100%   CDC Village Highlands, L.L.C.
99.99%	ST GA Fund VI-LCI, LLC
99.9%	ST GA Fund VIII Limited Partner LLC
99.9%	ST GA Fund VIII, LLC
99.9%	ST GA Fund X Limited Partner LLC
99.9%	ST GA Fund X LLC
99.9%	ST GA Fund XI Limited Partner LLC
99.9%	ST GA Fund XI LLC
99.5%	ST GA Fund XII Limited Partner LLC
99.9%	ST GA Fund XII LLC
99.5%	ST GA Fund XIII Limited Partner, LLC

<b>Percent Owned</b>	
99.9%	ST GA Fund XIII, LLC
99.9%	ST GA Fund XIV Limited Partner LLC
99.9%	ST GA Fund XIV LLC
99.9%	ST GA Fund XV Limited Partner LLC* (ST GA Fund XV LLC .1%)
99.9%	ST GA Fund XV LLC
99.9%	ST GA Fund XVI Limited Partner LLC* (ST GA Fund XVI LLC .1%)
99.9%	ST GA Fund XVI LLC
99.9%	ST GA Fund XVII Limited Partner LLC
99.9%	ST GA Fund XVII LLC
99.9%	ST GA Fund XVIII Limited Partner LLC
100%	ST GA Fund XVIII LLC
100%	ST GA Manor At Broad Street, L.L.C.
99.95%	ST GA Savannah Gardens III, LLC
100%	ST GA Savannah Gardens, L.L.C.
100%	ST GA Special Member, LLC
100%	ST Haines City Investment Fund, LLC
.01%	<b>ST Institutional Tax Credit Fund I, LLC (99.99% External Ownership)</b>
	99.44%   STCC Etowah Terrace, L.L.C. (ST GA Etowah Terrace: .50%; ST GA Fund XII: .05%; STCC: .01%)
	99.99%   STCC Legacy at Walton Oaks, LLC (STCC: .01%)
	99.44%   STCC Savannah Gardens III, L.L.C. (ST GA Savannah: .55%; STCC owns remaining .01%)
	99.99%   STCC Sunrise Commons, L.L.C. (STCC: .01%)
	99.99%   STCC Walton Oaks Family, L.L.C. (STCC: .01%)
.01%	<b>ST Institutional Tax Credit Fund II LLC (99.99% External Ownership)</b>
	99.99%   CDC Sassafras Senior, L.L.C. (STCC: .01%)
	99.99%   CDC Walton Legacy, L.L.C. (STCC: .01%)
	99.99%   STCC Heritage At Madison Pointe, L.L.C. (STCC: .01%)
	99.99%   STCC Lynnvie Ridge, L.L.C. (STCC: .01%)
	99.99%   STCC Manor at Broad Street, LLC. (STCC: .01%)
	99.99%   STCC Northfield Ridge, L.L.C. (STCC: .01%)
	99.79%   STCC Savannah Gardens, L.L.C. (STCC: .01%; Balance: TBA)
	99.99%   STCC Severna Park, L.L.C. (STCC: .01%)
	99.99%   STCC Town Center Heights, L.L.C. (STCC: .01%)
99.9%	<b>ST NC Fund I Limited Partner LLC</b>
	100%   CDC Chatham Woods, L.L.C.
37.35%	ST NC Fund I LLC
99.8%	<b>ST Purpose Fund II, L.P. (STB Receivables (Central Florida), Inc. 0.2%)</b>
	100%   STCC Abrams Hall, LLC

Percent Owned	
	100%   STCC Jackson Ward Multifamily, LLC
	100%   STCC Jackson Ward Senior, LLC
	100%   STCC West Lakes Phase II, LLC
100%	STCC 15 <sup>th</sup> Street Development Phase I, LLC
100%	STCC 15 <sup>th</sup> Street Development Phase III, LLC
100%	STCC Abbington Crossing, L.L.C.
100%	STCC Aberdeen Chase, LLC
100%	STCC Acworth Abbington Manor, LLC
100%	STCC Adrian Senior, LLC
100%	STCC Bluffs at Walnut Creek, LLC
100%	STCC Boston Financial TCF I, LLC
100%	STCC Braselton Court, L.L.C.
100%	STCC Brentwood Senior, LLC
100%	STCC Briar Green, LLC
100%	STCC Brighton Pointe, LLC
100%	STCC Brookcreek Crossing, L.L.C.
100%	STCC Brookland Place, LLC
100%	STCC Calvert Hills East, LLC
100%	STCC Cason Ridge, LLC
100%	STCC Centerra Associates, LLC
100%	STCC Chase House, LLC
100%	STCC City View Redevelopment, LLC
100%	STCC Crescent Landing, LLC
100%	STCC DeKalb Medical, LLC
100%	STCC Dry Creek Phase II, L.L.C.
100%	STCC Enclave II, LLC
100%	STCC Fisher House II, LLC
100%	STCC Forum Flats, LLC
100%	STCC Freedom Heights, L.L.C.
100%	STCC Ft. Stevens Place, LLC
100%	STCC FTL I, LLC
100%	STCC Granite Pointe Apartments, L.L.C.
100%	STCC Greene Hills, LLC
100%	STCC Hampton Village Apartments, L.L.C.
100%	STCC Hearthside at PTC, L.L.C.
100%	STCC Hearthside Lafayette, L.L.C.
100%	STCC Hearthside Tucker, LLC
100%	STCC Heritage Acres Preservation LLC
100%	STCC Hope Preservation LLC

<b>Percent Owned</b>	
100%	STCC Hopewell Station, LLC
100%	STCC Hudson Housing TCF XLI, LLC
100%	STCC Indian Creek, LLC
100%	STCC King William Place, LLC
100%	STCC Legacy at Walton Oaks 2, LLC
100%	STCC Liberty Place, LLC
100%	STCC Lofts at LaVilla 2, LLC
100%	STCC Logan Heights Preservation, LLC
100%	STCC Long Creek Apartments II, LLC
100%	STCC Malibu Gardens Apartments, L.L.C.
100%	STCC Manor Indian Creek II, L.L.C.
100%	STCC Maple Crossing, LLC
100%	STCC Meadowood Housing Partners, LLC
100%	STCC Mills Creek Crossing, LLC
100%	STCC NEF AHF1, LLC
100%	STCC New Blossom, LLC
100%	STCC North Grove, LLC
100%	STCC Orchid Estates, LLC
100%	STCC Orlando Leased Housing Associates VII, LLC
100%	STCC Orlando Leased Housing Associates X, LLC
100%	STCC Parramore Oaks, LLC
100%	STCC Patuxent Crossing, LLC
100%	STCC Pauldoe Redevelopment Phase I, L.L.C.
100%	STCC Pauldoe Redevelopment Phase II, LLC
100%	STCC Pauldoe Redevelopment Phase III, LLC
100%	STCC Pelican Cove Apartments, LLC
100%	STCC Perry Lane, LLC
100%	STCC PNC Affordable Preservation Fund I, LLC
100%	STCC Poplar Pointe, LLC
100%	STCC Preserve at Hardwick, L.L.C.
100%	STCC R4 Housing Partners, LLC
100%	STCC Raleigh Abbington Village, LLC
100%	STCC Richmond Overlook, LLC
100%	STCC Riverside Capital, LLC
100%	STCC RJFHOFI, LLC
100%	STCC RJHOF6, LLC
100%	STCC Robinson Flats, LLC
100%	STCC Savannah Gardens IV, LLC
100%	STCC Savannah Gardens V, LLC

<b>Percent Owned</b>	
100%	STCC School Street, LLC
100%	STCC St Cloud Leased Housing Associates II, LLC
100%	STCC Step Fund I, LLC
100%	STCC Stratford Court, L.L.C.
100%	STCC Stratford Fund, LLC
100%	STCC Suber Mill Heights, L.L.C.
100%	STCC Sunset Pointe Associates, LLC
100%	STCC Tanglewood Heights, L.L.C.
100%	STCC Terraces at Park View, L.L.C.
100%	STCC Tower Road Gardens, LLC
100%	STCC Tuckaseegee Senior, LLC
100%	STCC USA Institutional 80-20 Tax Credit Fund XIV, LLC
100%	STCC USB LIHTC FUND 2015, LLC
100%	STCC Vista Landing Preservation, LLC
100%	STCC Walden Pond II, LLC
100%	STCC Walters Ridge, LLC
100%	STCC West Brickell View, LLC
100%	STCC West Lakes Phase I, LLC
100%	STCC White Circle Phase I, LLC
100%	STCC White Circle Phase III, LLC
100%	STCC Woodlane Street, LLC
100%	STCC-BTW Chapman II, LLC
100%	SunTrust CC Roseview Affordable Housing Preservation Investment LLC
100%	SunTrust Community Development Enterprises, LLC
100%	Swiss Krono Barnwell Investment Fund, LLC n/k/a SK Barnwell Investment Fund, LLC
100%	TAG Truck Memphis Investment Fund, LLC
100%	The MED Memphis Investment Fund, LLC
100%	THEARC DC Investment Fund, LLC
100%	TPS Atlanta Investment Fund, LLC
100%	Transom Development, Inc.
100%	True House Crescent City Investment Fund, LLC
100%	Two Rivers DC Investment Fund, LLC
100%	UC Knoxville Investment Fund, LLC
100%	Upward Spartanburg Investment Fund, LLC
100%	YMCA of Metro Atlanta Investment Fund, LLC
100%	YMCA Raleigh Investment Fund, LLC

Public Exhibit 25

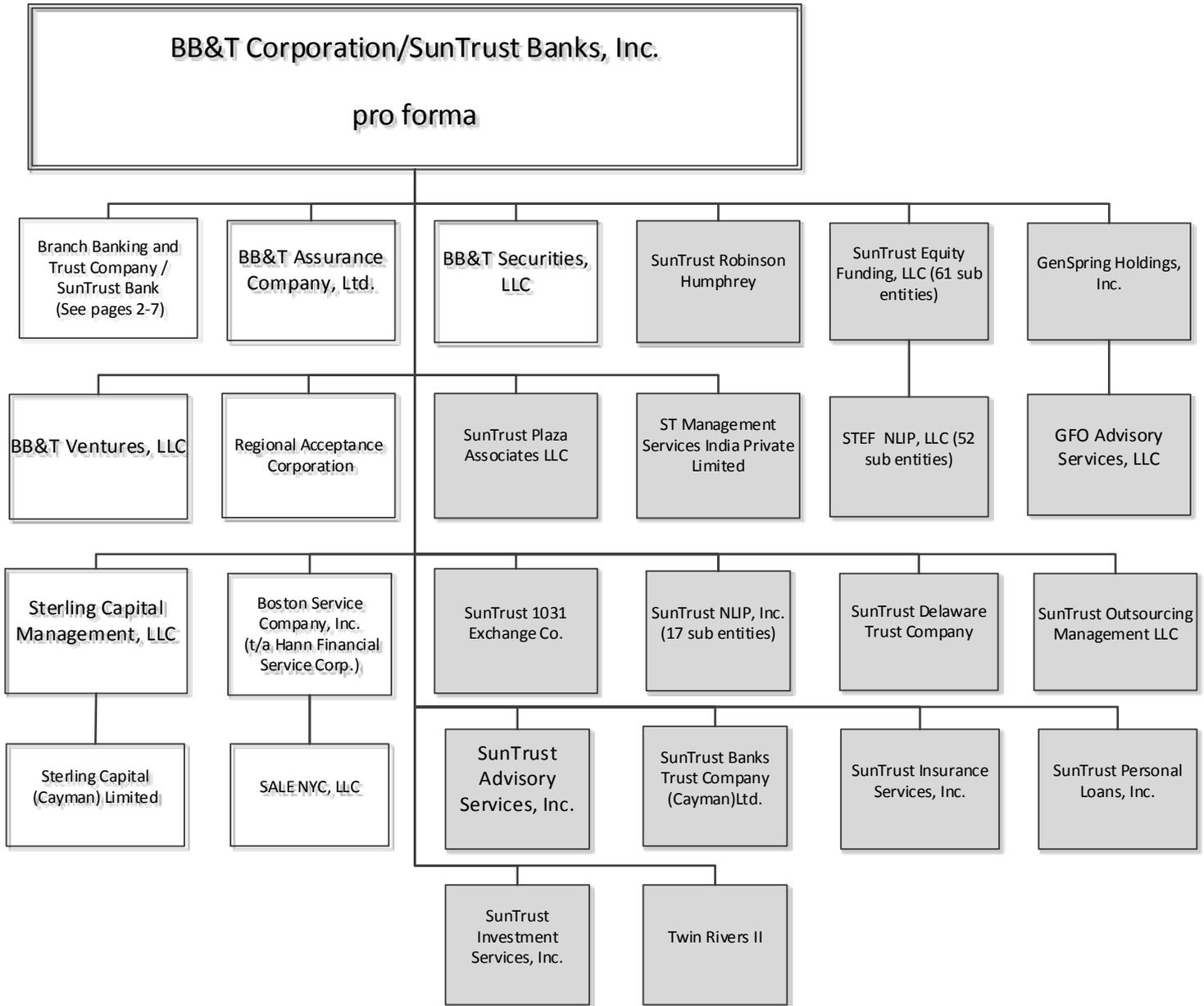
Pro Forma Organization Chart of BB&T and Branch Bank

BB&T Corporation/SunTrust Banks, Inc.

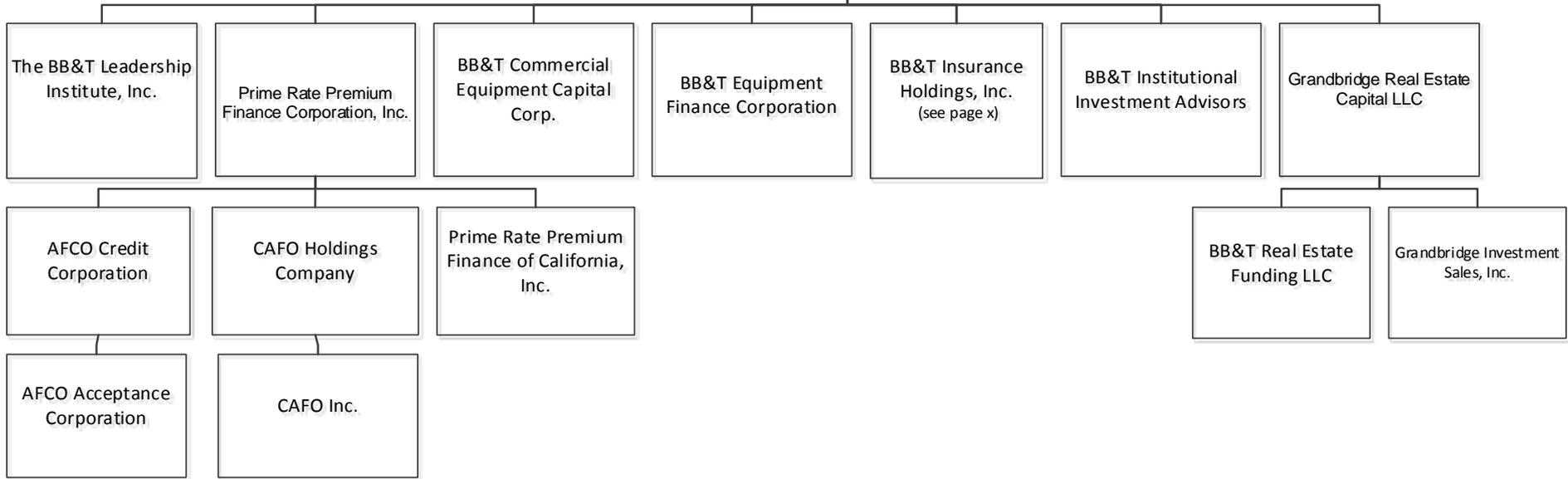
pro forma

TRUPS entities

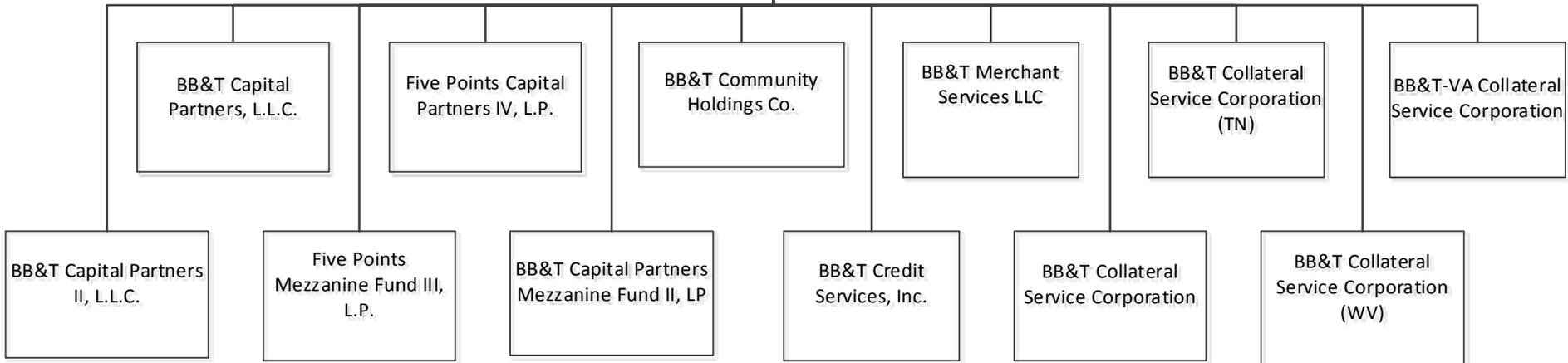
- National Commerce Capital Trust I
- SunTrust Capital I
- SunTrust Capital III
- SunTrust Preferred Capital I



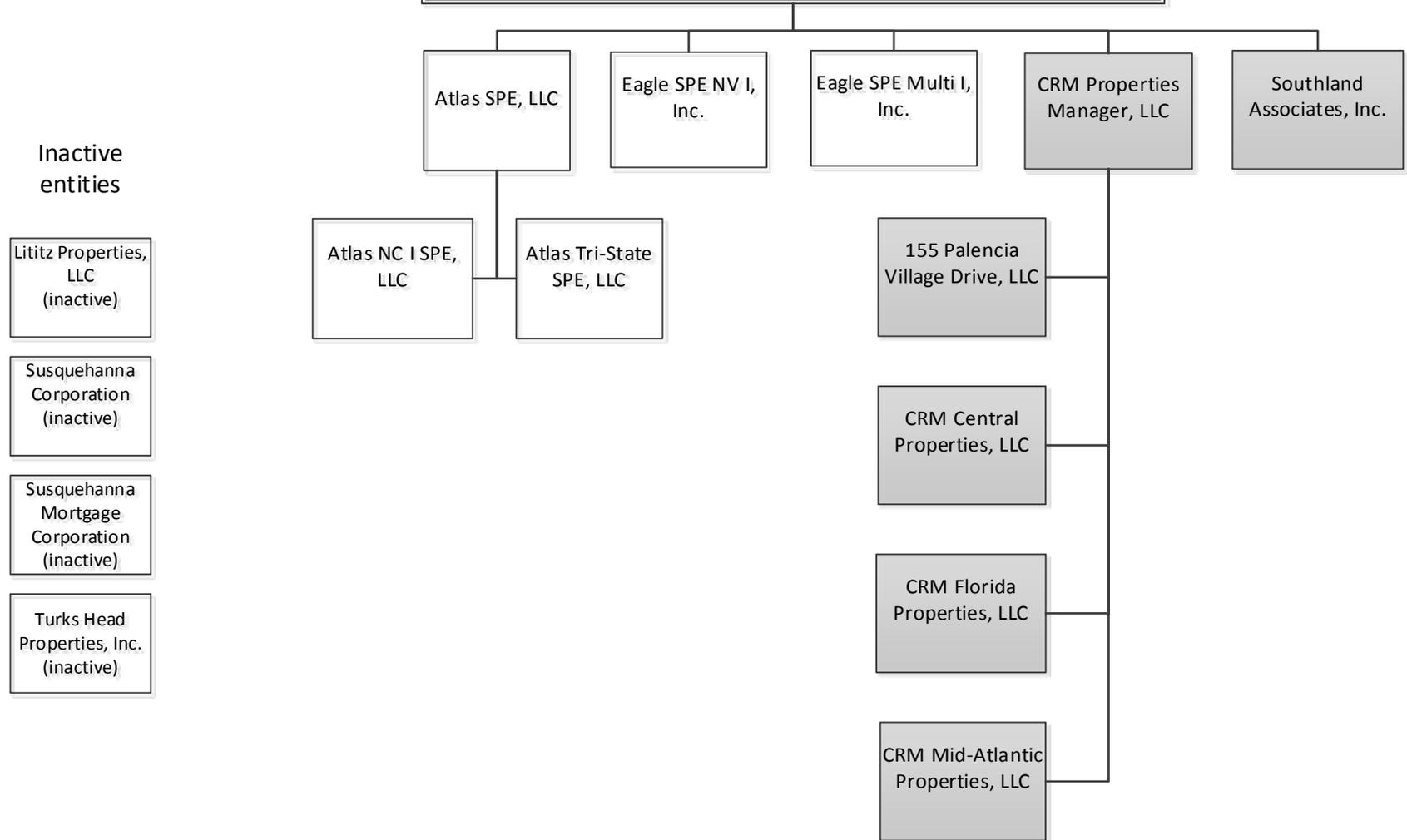
# Branch Banking and Trust Company / SunTrust Bank

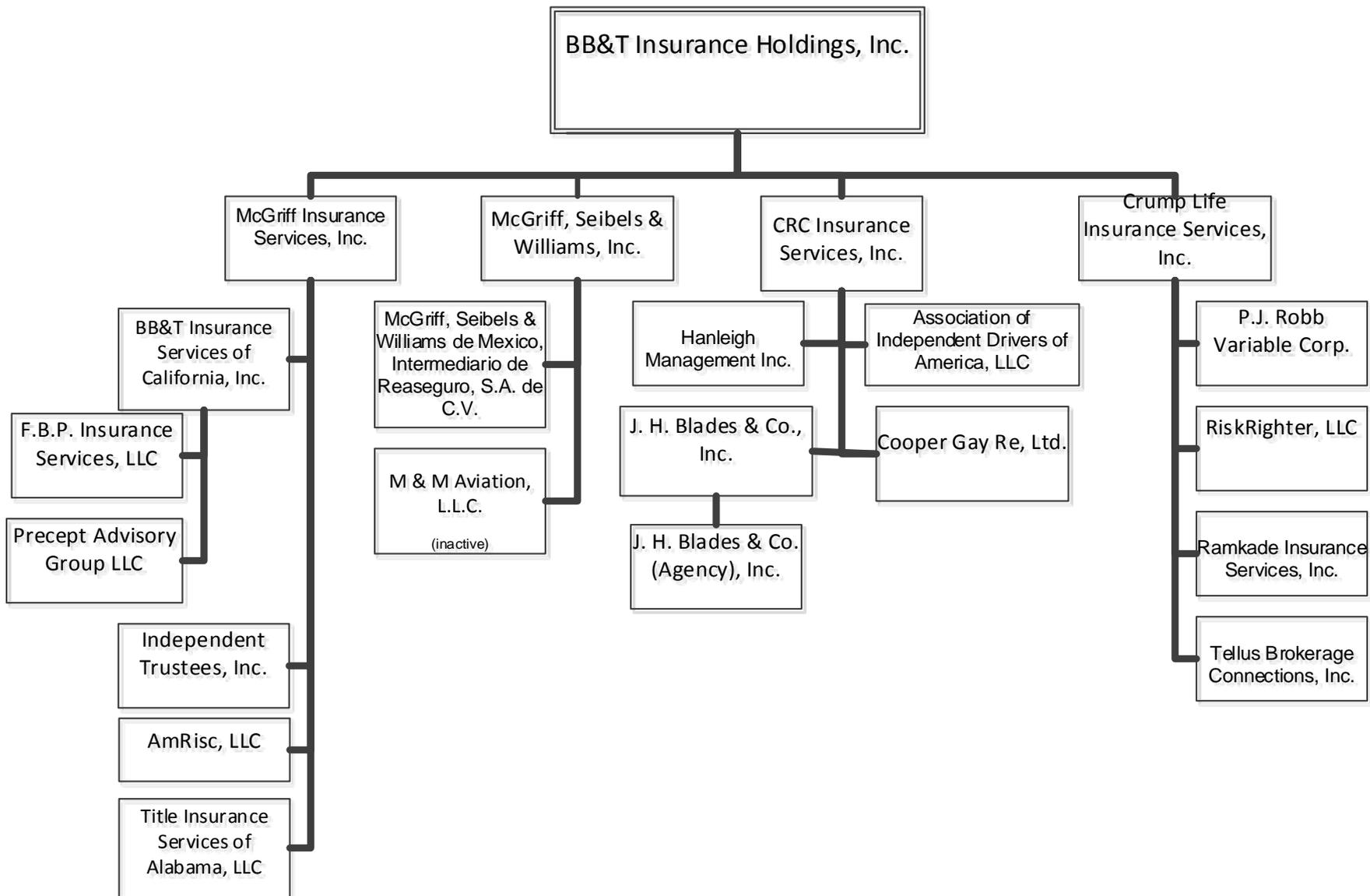


# Branch Banking and Trust Company / SunTrust Bank

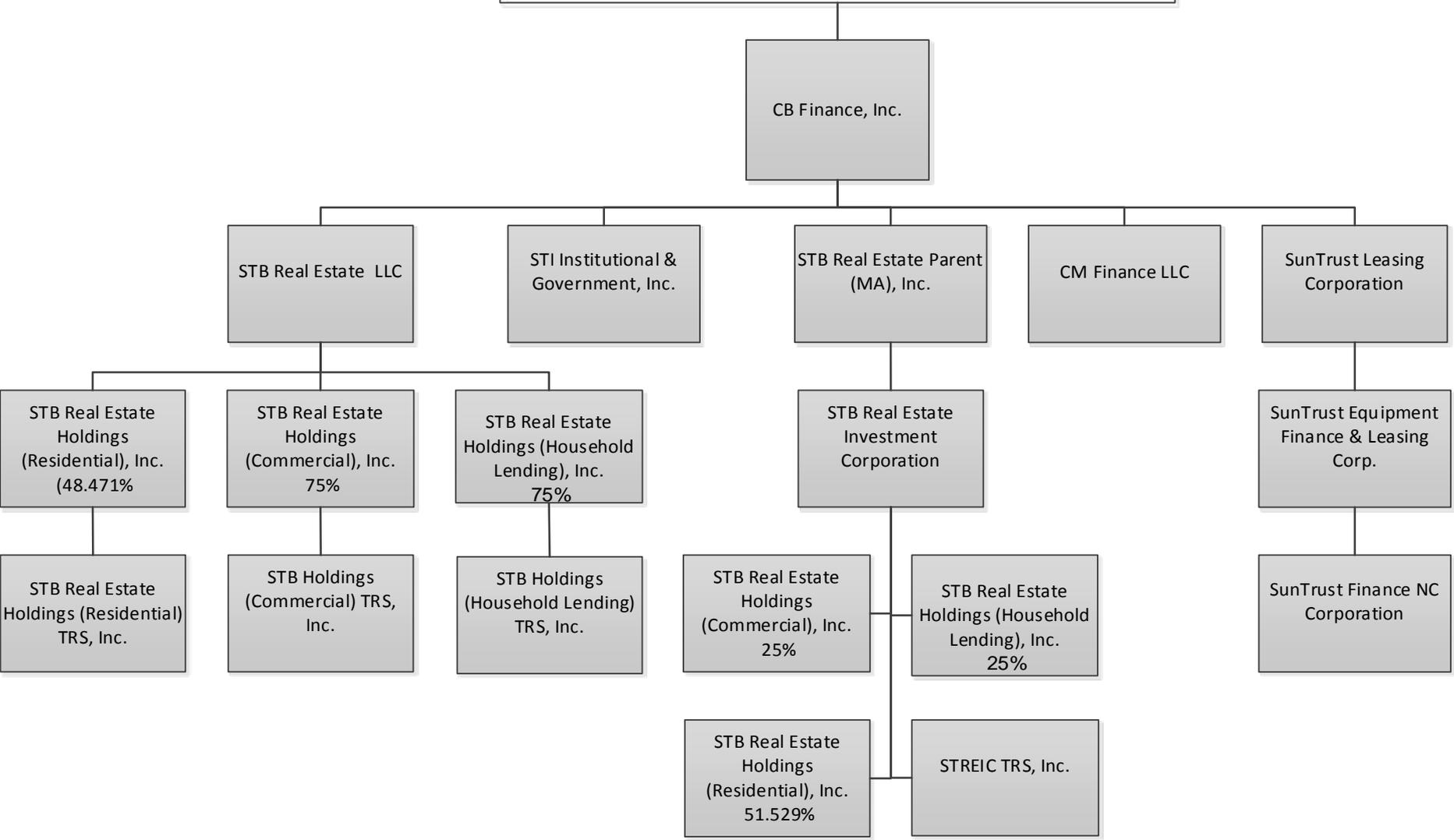


# Branch Banking and Trust Company / SunTrust Bank

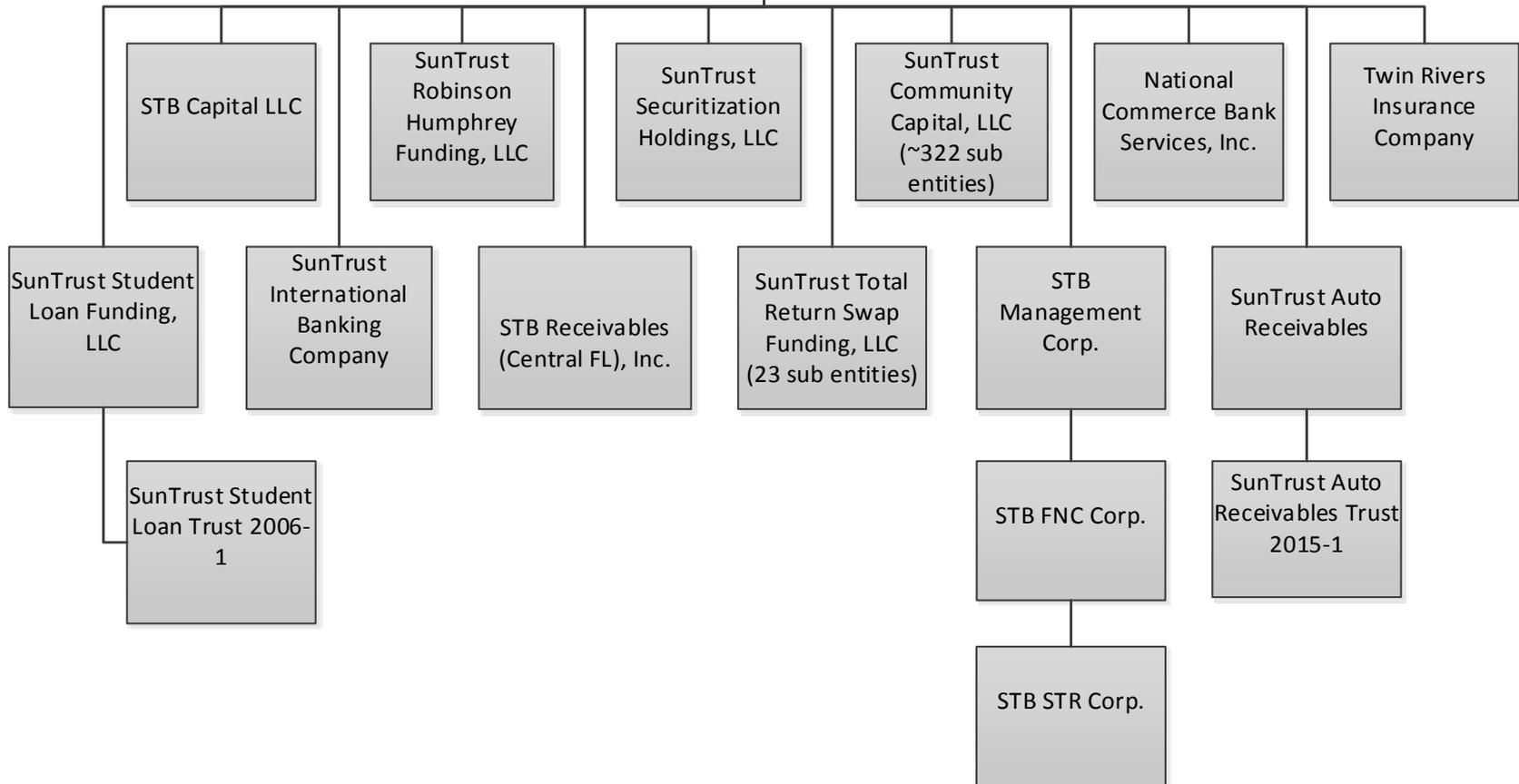




# Branch Banking and Trust Company / SunTrust Bank



# Branch Banking and Trust Company / SunTrust Bank



Public Exhibit 26

Pro Forma Change to Branch Bank's CRA Assessment Areas

**Pro Forma Changes to Branch Bank’s CRA Assessment Areas**

On consummation of the proposed merger with SunTrust Bank, Branch Banking and Trust Company (“Branch Bank”) will add the following geographies to its existing CRA Assessment Areas, based upon an initial review of SunTrust Bank’s branch and deposit-taking ATM locations.

**New/Expanded Multi-State MSAs:**

1. Chattanooga TN-GA MMSA
  - o Currently, Branch Bank has only those counties in TN in its Chattanooga Assessment Area.
  - o The merger with SunTrust Bank will add branches on the GA side of the MMSA, expanding this Area to a Rated Area.
2. Memphis TN-MS-AR MMSA

**New MSAs:**

1. Florence-Muscle Shoals AL MSA
2. Albany GA MSA
3. Augusta GA MSA
4. Rome GA MSA
5. Gainesville, FL MSA
6. Sebastian-Vero Beach FL MSA
7. Sebring FL MSA

**New Counties added to Non-MSAs**

<b>Area</b>	<b>County Code</b>	<b>County Name</b>
FL Non-MSA	027	Desoto
	063	Jackson
	093	Okeechobee
GA Non-MSA	001	Appling
	233	Polk
	237	Putnam
	275	Thomas
NC Non-MSA	167	Stanly
TN Non-MSA	051	Franklin
	055	Giles
	071	Hardin
	099	Lawrence
	141	Putnam
VA Non-MSA	163	Rockbridge

Public Exhibit 27

List of SunTrust Bank Branches

## List of SunTrust Branches

Below is list of all of the offices of SunTrust Bank that will be established or retained as branches in the Proposed Transaction.

- There are no approved, but unopened branch locations.
- There are two branch locations that show new addresses because they will undergo “extensions” before the consummation of the Proposed Transaction. Under Georgia law, an “extension of an existing banking location” is a location that is either: (a) located within the boundary of the same single area of property owned or leased by the bank and used as a banking location or (b) within 200 yards. Extensions do not require an application to the Georgia Department of Banking and Finance (the “Department”); only a letter notification to the Department is required.<sup>1</sup>

### (1) Winter Haven Branch (Winter Haven, Florida) (#366 below)

For the Winter Haven branch located 595 Cypress Gardens Boulevard, Suite 101, Winter Haven (Polk County), Florida 33880, the address shown reflects an “extension of an existing banking location” that is scheduled to occur on April 26, 2019. The branch’s location until that date will be 595 Cypress Gardens Boulevard; only the suite number is changing. The branch location is only moving 51 yards. SunTrust will follow the appropriate procedures for providing the after-the-fact notice.

### (2) West Peachtree Branch (Atlanta, Georgia) (#544 below)

For the West Peachtree Branch located 756 W Peachtree St NW, Atlanta (Fulton County), Georgia 30308, the address shown reflects an “extension of an existing banking location” that is scheduled to occur on April 26, 2019. The branch’s location until that date will be 712 W Peachtree Street. The branch location is only moving 146 yards. SunTrust will follow the appropriate procedures for providing the after-the-fact notice.

- There is one branch *de novo* branch opening that is shown, although not yet been approved.

### Glen Burnie Branch (Glen Bernie, Maryland) (#642 below)

For the Glen Bernie branch located at 6707-A Ritchie Highway, Glen Bernie (Anne Arundel County), Maryland 21061, the address shown represents a branch opening that is scheduled to occur on May 24, 2019. The Department and the Federal

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<sup>1</sup> See Ga Code 7-1-603.

Reserve Bank of Atlanta were provided notice of this planned branch action on February 7, 2019 and regulatory approval from the Department is pending and expected soon.

None of the three branch actions described above are being undertaken in connection with the Proposed Transaction, but rather are the results of normal course business decision by SunTrust Bank unrelated to the Proposed Transaction.

#	Name	Address	City	County	State	ZIP	Service Type
1.	Florence Branch	201 South Court Street	Florence	Lauderdale	AL	35630	Full Service Brick and Mortar Office
2.	Cox Creek Branch	402 Cox Creek Parkway	Florence	Lauderdale	AL	35630	Full Service Brick and Mortar Office
3.	Cloverdale Road Branch	3509 Cloverdale Road	Florence	Lauderdale	AL	35633	Full Service Brick and Mortar Office
4.	West Memphis Civic Center 954	125 West Broadway	West Memphis	Crittenden	AR	72301	Full Service Brick and Mortar Office
5.	Two Mass Ave Branch	Two Massachusetts Avenue, N.W.	Washington	District Of Columbia	DC	20001	Full Service Brick and Mortar Office
6.	Hechinger Mall Safeway Branch	1601 Maryland Avenue, Northeast	Washington	District Of Columbia	DC	20002	Full Service Retail Office
7.	100 M Street Branch	100 M St, Se	Washington	District Of Columbia	DC	20003	Full Service Brick and Mortar Office
8.	Capitol Hill Branch	300 Pennsylvania Avenue, S.E.	Washington	District Of Columbia	DC	20003	Full Service Brick and Mortar Office
9.	Metro Center Branch	1100 G Street, N.W.	Washington	District Of Columbia	DC	20005	Full Service Brick and Mortar Office
10.	1275 K Street Branch	1275 K Street, Nw	Washington	District Of Columbia	DC	20005	Full Service Brick and Mortar Office
11.	Fifteenth & New York	1445 New York Avenue, N.W.	Washington	District Of Columbia	DC	20005	Full Service Brick and Mortar Office
12.	Seventeenth & Eye Branch	900 17th St Nw	Washington	District Of Columbia	DC	20006	Full Service Brick and Mortar Office
13.	Georgetown Branch	2929 M Street, N.W.	Washington	District Of Columbia	DC	20007	Full Service Brick and Mortar Office
14.	Connecticut And Nebraska Branch	5000 Connecticut Avenue, N.W.	Washington	District Of Columbia	DC	20008	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
15.	Adams Morgan Branch	1800 Columbia Road, N.W.	Washington	District Of Columbia	DC	20009	Full Service Brick and Mortar Office
16.	Brightwood Branch	6422 Georgia Avenue, N.W.	Washington	District Of Columbia	DC	20012	Full Service Brick and Mortar Office
17.	Foxhall Square Branch	3301 New Mexico Avenue, N.W.	Washington	District Of Columbia	DC	20016	Full Service Brick and Mortar Office
18.	Cathedral Branch	3402 Wisconsin Avenue Nw	Washington	District Of Columbia	DC	20016	Full Service Brick and Mortar Office
19.	Rhode Island Row Branch	2350 Washington Place Ne	Washington	District Of Columbia	DC	20018	Full Service Brick and Mortar Office
20.	Ancostia Branch	1340 Good Hope Road, S.E.	Washington	District Of Columbia	DC	20020	Full Service Brick and Mortar Office
21.	Good Hope Marketplace Safeway Branch	2845 Alabama Ave Se	Washington	District Of Columbia	DC	20020	Full Service Retail Office
22.	Connecticut And M Branch	1150 Connecticut Avenue, Nw	Washington	District Of Columbia	DC	20036	Full Service Brick and Mortar Office
23.	Dupont Circle Branch	1369 Connecticut Avenue, N.W.	Washington	District Of Columbia	DC	20036	Full Service Brick and Mortar Office
24.	Twenty-Third & M Branch	2250 M Street NW	Washington	District Of Columbia	DC	20037	Full Service Brick and Mortar Office
25.	Main Street Branch	411 North Main Street	Gainesville	Alachua	FL	32601	Full Service Brick and Mortar Office
26.	Millhopper Branch	3814 N.W. 43rd Street	Gainesville	Alachua	FL	32606	Full Service Brick and Mortar Office
27.	SunTrust Plaza Branch	5080 Newberry Road	Gainesville	Alachua	FL	32607	Full Service Brick and Mortar Office
28.	Haile Plantation	5303 Southwest 91st Drive	Gainesville	Alachua	FL	32608	Full Service Brick and Mortar Office
29.	Jonesville Branch	14220 Newberry Road	Newberry	Alachua	FL	32669	Full Service Brick and Mortar Office
30.	Panama City Downtown Branch	638 Harrison Avenue	Panama City	Bay	FL	32401	Full Service Brick and Mortar Office
31.	Panama City Drive In	610 Luverne Avenue	Panama City	Bay	FL	32401	Limited Service Facility
32.	23rd Street Branch	511 West 23rd Street	Panama City	Bay	FL	32405	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
33.	Cocoa Branch	106 Brevard Ave	Cocoa	Brevard	FL	32922	Full Service Brick and Mortar Office
34.	Cocoa Isles Branch	150 Coco Isles Blvd	Cocoa Beach	Brevard	FL	32931	Full Service Brick and Mortar Office
35.	Indian Harbour Beach	314 East Eau Gallie Boulevard	Indian Harbour Beach	Brevard	FL	32937	Full Service Brick and Mortar Office
36.	Babcock Center Branch	1303 S Babcock St	Melbourne	Brevard	FL	32901	Full Service Brick and Mortar Office
37.	Babcock Center Drive In	1355 S Babcock St	Melbourne	Brevard	FL	32901	Limited Service Facility
38.	Lake Washington Office	2458 N Wickham Road	Melbourne	Brevard	FL	32935	Full Service Brick and Mortar Office
39.	Viera Office	8226 North Wickam Road	Melbourne	Brevard	FL	32940	Full Service Brick and Mortar Office
40.	Merritt Island Branch	775 East Merritt Island Causeway	Merritt Island	Brevard	FL	32952	Full Service Brick and Mortar Office
41.	Palm Bay Branch	1725 Palm Bay Road Northeast	Palm Bay	Brevard	FL	32905	Full Service Brick and Mortar Office
42.	Rockledge Branch	234 Barton Boulevard	Rockledge	Brevard	FL	32955	Full Service Brick and Mortar Office
43.	Titusville Branch	1819 Cheney Hwy	Titusville	Brevard	FL	32780	Full Service Brick and Mortar Office
44.	Hammock Landing Branch	175 Palm Bay Road Ne	West Melbourne	Brevard	FL	32904	Full Service Brick and Mortar Office
45.	West Melbourne Branch	2817 West New Haven	West Melbourne	Brevard	FL	32904	Full Service Brick and Mortar Office
46.	Coconut Creek Branch	4850 Wiles Road	Coconut Creek	Broward	FL	33073	Full Service Brick and Mortar Office
47.	Coral Springs Branch	1890 University Drive	Coral Springs	Broward	FL	33071	Full Service Brick and Mortar Office
48.	Heron Bay Branch	6210 Coral Ridge Dr	Coral Springs	Broward	FL	33076	Full Service Brick and Mortar Office
49.	North Coral Springs Branch	9501 Wiles Road	Coral Springs	Broward	FL	33076	Full Service Brick and Mortar Office
50.	Davie Branch	3115 South University Drive	Davie	Broward	FL	33328	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
51.	Flamingo Commons Branch	4475 S Flamingo Rd	Davie	Broward	FL	33330	Full Service Brick and Mortar Office
52.	South Weston Branch	4480 Weston Road	Davie	Broward	FL	33331	Full Service Brick and Mortar Office
53.	Deerfield Beach Branch	110 South Federal Highway	Deerfield Beach	Broward	FL	33441	Full Service Brick and Mortar Office
54.	West Deerfield Branch	1761 West Hillsboro Boulevard	Deerfield Beach	Broward	FL	33442	Full Service Brick and Mortar Office
55.	Las Olas Branch	501 East Las Olas Boulevard	Fort Lauderdale	Broward	FL	33301	Full Service Brick and Mortar Office
56.	Coral Ridge Branch	3860 N Federal Hwy	Fort Lauderdale	Broward	FL	33308	Full Service Brick and Mortar Office
57.	Cypress Creek Branch	6260 Powerline Road	Fort Lauderdale	Broward	FL	33309	Full Service Brick and Mortar Office
58.	West Ft Lauderdale Branch	601 West Broward Boulevard	Fort Lauderdale	Broward	FL	33312	Full Service Brick and Mortar Office
59.	South Lauderdale Branch	1601 South Federal Highway	Fort Lauderdale	Broward	FL	33316	Full Service Brick and Mortar Office
60.	Hallandale Branch	1900 East Hallandale Beach Boulevard	Hallandale	Broward	FL	33009	Full Service Brick and Mortar Office
61.	Hollywood Branch	1800 S Young Circle	Hollywood	Broward	FL	33020	Full Service Brick and Mortar Office
62.	Hollywood Hills Branch	4000 Hollywood Boulevard	Hollywood	Broward	FL	33021	Full Service Brick and Mortar Office
63.	Sheridan Plaza Branch	5201 Sheridan Street	Hollywood	Broward	FL	33021	Full Service Brick and Mortar Office
64.	Lauderdale-By-The-Sea Branch	221 Commercial Boulevard	Lauderdale-By-The-Sea	Broward	FL	33308	Full Service Brick and Mortar Office
65.	Lauderdale Lakes Branch	3649 West Oakland Park Boulevard	Lauderdale Lakes	Broward	FL	33311	Full Service Brick and Mortar Office
66.	Lighthouse Point Branch	3800 N Federal Hwy	Lighthouse Point	Broward	FL	33064	Full Service Brick and Mortar Office
67.	Miramar Branch	8250 Miramar Parkway	Miramar	Broward	FL	33025	Full Service Brick and Mortar Office
68.	West Miramar Branch	14425 Miramar Parkway	Miramar	Broward	FL	33027	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
69.	Pembroke Pines Branch	10000 Taft Street	Pembroke Pines	Broward	FL	33024	Full Service Brick and Mortar Office
70.	Pines At Paraiso Branch	15701 Pines Blvd	Pembroke Pines	Broward	FL	33027	Full Service Brick and Mortar Office
71.	Sawgrass Mills Branch	12396 W Sunrise Boulevard	Plantation	Broward	FL	33323	Full Service Brick and Mortar Office
72.	Plantation Branch	8118 W Broward Blvd	Plantation	Broward	FL	33324	Full Service Brick and Mortar Office
73.	Pompano Beach Branch	1409 East Atlantic Boulevard	Pompano Beach	Broward	FL	33060	Full Service Brick and Mortar Office
74.	Sunrise	3499 N University Dr	Sunrise	Broward	FL	33351	Full Service Brick and Mortar Office
75.	West Tamarac Branch	7879 West Commercial Boulevard	Tamarac	Broward	FL	33351	Full Service Brick and Mortar Office
76.	Weston Branch	1200 Weston Road	Weston	Broward	FL	33326	Full Service Brick and Mortar Office
77.	Wilton Manors Branch	1431 N.E. 26th Street	Wilton Manors	Broward	FL	33305	Full Service Brick and Mortar Office
78.	East Englewood Branch	1930 South McCall Road	Englewood	Charlotte	FL	34223	Full Service Brick and Mortar Office
79.	Grove City Branch	2691 Placida Road	Grove City	Charlotte	FL	34224	Full Service Brick and Mortar Office
80.	Murdock Branch	18501 Murdock Circle	Port Charlotte	Charlotte	FL	33948	Full Service Brick and Mortar Office
81.	Port Charlotte Branch	21260 Olean Boulevard	Port Charlotte	Charlotte	FL	33952	Full Service Brick and Mortar Office
82.	Deep Creek Branch	2000 Rio De Janeiro Boulevard	Port Charlotte	Charlotte	FL	33983	Full Service Brick and Mortar Office
83.	Punta Gorda Branch	1225 S Tamiami Trail	Punta Gorda	Charlotte	FL	33950	Full Service Brick and Mortar Office
84.	Beverly Hills Branch	3643 North Lecanto Highway	Beverly Hills	Citrus	FL	34465	Full Service Brick and Mortar Office
85.	Crystal River Branch	1502 Se Ushy 19	Crystal River	Citrus	FL	34429	Full Service Brick and Mortar Office
86.	Citrus Hills Branch	2525 North Forest Ridge Boulevard	Hernando	Citrus	FL	34442	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
87.	Homosassa Springs Branch	4650 South Suncoast Boulevard	Homosassa	Citrus	FL	34446	Full Service Brick and Mortar Office
88.	Sugarmill Woods Branch	9551 S Suncoast Boulevard	Homosassa	Citrus	FL	34446	Full Service Brick and Mortar Office
89.	Inverness Branch	408 U.S. Highway 41 South	Inverness	Citrus	FL	34450	Full Service Brick and Mortar Office
90.	Orange Park Branch	296 Blanding Boulevard	Orange Park	Clay	FL	32073	Full Service Brick and Mortar Office
91.	Marco Island Branch	950 North Collier Boulevard	Marco Island	Collier	FL	34145	Full Service Brick and Mortar Office
92.	Fifth Avenue Branch	625 Fifth Avenue South	Naples	Collier	FL	34102	Full Service Brick and Mortar Office
93.	North Trail Branch	3201 Tamiami Trail North	Naples	Collier	FL	34103	Full Service Brick and Mortar Office
94.	Davis Blvd Branch	3315 Davis Boulevard	Naples	Collier	FL	34104	Full Service Brick and Mortar Office
95.	Pelican Bay Branch	801 Laurel Oaks Drive	Naples	Collier	FL	34108	Full Service Brick and Mortar Office
96.	Vanderbilt Branch	2420 Vanderbilt Beach Road	Naples	Collier	FL	34109	Full Service Brick and Mortar Office
97.	Naples Boulevard Branch	5795 Airport Pulling Rd N	Naples	Collier	FL	34109	Full Service Brick and Mortar Office
98.	Lely Branch	12737 Tamiami Trail E	Naples	Collier	FL	34113	Full Service Brick and Mortar Office
99.	Pebblebrooke Branch	15225 Collier Blvd	Naples	Collier	FL	34119	Full Service Brick and Mortar Office
100.	Arcadia Branch	10 S Desoto Ave	Arcadia	Desoto	FL	34266	Full Service Brick and Mortar Office
101.	Riverside Branch	1620 Margaret Street	Jacksonville	Duval	FL	32204	Full Service Brick and Mortar Office
102.	Lane Avenue Branch	770 Lane Avenue South	Jacksonville	Duval	FL	32205	Full Service Brick and Mortar Office
103.	San Jose Branch	6375 St. Augustine Road	Jacksonville	Duval	FL	32217	Full Service Brick and Mortar Office
104.	Duval Station Branch	741 Duval Station Road	Jacksonville	Duval	FL	32218	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
105.	Oakleaf Branch	9530 Argyle Forest Boulevard	Jacksonville	Duval	FL	32222	Full Service Brick and Mortar Office
106.	Mandarin Branch	11567 San Jose Boulevard	Jacksonville	Duval	FL	32223	Full Service Brick and Mortar Office
107.	Pablo Creek Branch	13728 Beach Blvd	Jacksonville	Duval	FL	32224	Full Service Brick and Mortar Office
108.	Regency Square Branch	344 Monument Road	Jacksonville	Duval	FL	32225	Full Service Brick and Mortar Office
109.	St. Johns Town Center Branch	4489 Town Center Pkwy	Jacksonville	Duval	FL	32246	Full Service Brick and Mortar Office
110.	South Beach Branch	3720 South Third Street	Jacksonville	Duval	FL	32250	Full Service Brick and Mortar Office
111.	Baymeadows East Branch	9250 Baymeadows Road	Jacksonville	Duval	FL	32256	Full Service Brick and Mortar Office
112.	Bartram Park Branch	13927 St. Augustine Road	Jacksonville	Duval	FL	32258	Full Service Brick and Mortar Office
113.	Neptune Beach Branch	500 Third Street	Neptune Beach	Duval	FL	32266	Full Service Brick and Mortar Office
114.	Pensacola Main Branch	89 South Alcaniz Street	Pensacola	Escambia	FL	32502	Full Service Brick and Mortar Office
115.	Creighton Road Branch	2627 Creighton Road	Pensacola	Escambia	FL	32504	Full Service Brick and Mortar Office
116.	Flagler Beach Branch	2410 Moody Blvd	Flagler Beach	Flagler	FL	32136	Full Service Brick and Mortar Office
117.	West Palm Coast Office	15 Pine Cone Drive	Palm Coast	Flagler	FL	32137	Full Service Brick and Mortar Office
118.	The Hammock Branch	5399 N. Oceanshore Boulevard	Palm Coast	Flagler	FL	32137	Full Service Brick and Mortar Office
119.	Palm Coast Branch	One Florida Park Drive	Palm Coast	Flagler	FL	32137	Full Service Brick and Mortar Office
120.	Brooksville Branch	1 East Jefferson Street	Brooksville	Hernando	FL	34601	Full Service Brick and Mortar Office
121.	Barclay Branch	3236 Barclay Avenue	Brooksville	Hernando	FL	34609	Full Service Brick and Mortar Office
122.	Western Way Branch	13137 Cortez Blvd	Brooksville	Hernando	FL	34613	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
123.	Weeki Wachee Branch	4066 Commercial Way	Spring Hill	Hernando	FL	34606	Full Service Brick and Mortar Office
124.	Spring Hill Branch	7319 Spring Hill Drive	Spring Hill	Hernando	FL	34606	Full Service Brick and Mortar Office
125.	Seven Hills Branch	1170 Mariner Boulevard	Spring Hill	Hernando	FL	34609	Full Service Brick and Mortar Office
126.	Glen Lakes Branch	9701 Commercial Way	Weeki Wachee	Hernando	FL	34613	Full Service Brick and Mortar Office
127.	Avon Park Branch	601 Highway 27 South	Avon Park	Highlands	FL	33825	Full Service Brick and Mortar Office
128.	Sebring North Branch	3601 Ushy 27 N	Sebring	Highlands	FL	33870	Full Service Brick and Mortar Office
129.	Ruskin Branch	5090 North U.S. Highway 41	Apollo Beach	Hillsborough	FL	33572	Full Service Brick and Mortar Office
130.	South Brandon Branch	11015 Causeway Blvd	Brandon	Hillsborough	FL	33511	Full Service Brick and Mortar Office
131.	Brandon State Branch	403 West Brandon Boulevard	Brandon	Hillsborough	FL	33511	Full Service Brick and Mortar Office
132.	Fishhawk Branch	16705 Fishhawk Boulevard	Lithia	Hillsborough	FL	33547	Full Service Brick and Mortar Office
133.	Van Dyke Branch	17802 N Dale Mabry Hwy	Lutz	Hillsborough	FL	33548	Full Service Brick and Mortar Office
134.	Lutz Apex Branch	16520 North Nebraska Avenue	Lutz	Hillsborough	FL	33549	Full Service Brick and Mortar Office
135.	Plant City Branch	201 West Reynolds Street	Plant City	Hillsborough	FL	33563	Full Service Brick and Mortar Office
136.	Walden Woods Branch	308 West Alexander Street	Plant City	Hillsborough	FL	33563	Full Service Brick and Mortar Office
137.	Boyette Office Branch	11721 Boyette Road	Riverview	Hillsborough	FL	33569	Full Service Brick and Mortar Office
138.	Summerfield Crossing Branch	13124 Us Highway 301	Riverview	Hillsborough	FL	33569	Full Service Brick and Mortar Office
139.	Winthrop Branch	11104 Bloomingdale Ave	Riverview	Hillsborough	FL	33578	Full Service Brick and Mortar Office
140.	Seffner Branch	701 Martin Luther King Blvd W	Seffner	Hillsborough	FL	33584	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
141.	Sun City Center Branch	1525 Rickenbacker Drive	Sun City Center	Hillsborough	FL	33573	Full Service Brick and Mortar Office
142.	SunTrust Financial Center	401 East Jackson	Tampa	Hillsborough	FL	33602	Full Service Brick and Mortar Office
143.	Ybor City Branch	1701 East Seventh Avenue	Tampa	Hillsborough	FL	33605	Full Service Brick and Mortar Office
144.	Hyde Park Center Branch	601 West Platt Street	Tampa	Hillsborough	FL	33606	Full Service Brick and Mortar Office
145.	Tampa Airport Branch	Tampa International Airport Hotel Complex	Tampa	Hillsborough	FL	33607	Full Service Brick and Mortar Office
146.	Westshore Branch	500 N West Shore Boulevard	Tampa	Hillsborough	FL	33609	Full Service Brick and Mortar Office
147.	South Dale Mabry Branch	3825 South Dale Mabry Highway	Tampa	Hillsborough	FL	33611	Full Service Brick and Mortar Office
148.	University Branch	2208 East Fowler Avenue	Tampa	Hillsborough	FL	33612	Full Service Brick and Mortar Office
149.	Tampa Stadium Branch	4545 North Himes Avenue	Tampa	Hillsborough	FL	33614	Full Service Brick and Mortar Office
150.	Hillsborough Square Branch	6704 Memorial Highway	Tampa	Hillsborough	FL	33615	Full Service Brick and Mortar Office
151.	Carrollwood Branch	12902 North Dale Mabry Highway	Tampa	Hillsborough	FL	33618	Full Service Brick and Mortar Office
152.	Ehrlich Road Branch	5370 Ehrlich Road	Tampa	Hillsborough	FL	33625	Full Service Brick and Mortar Office
153.	Westchase Branch	12101 Linebaugh Avenue	Tampa	Hillsborough	FL	33626	Full Service Brick and Mortar Office
154.	Palma Ceia Branch	2002 South Macdill Avenue	Tampa	Hillsborough	FL	33629	Full Service Brick and Mortar Office
155.	Tampa Palms Branch	16102 Bruce B. Downs Boulevard	Tampa	Hillsborough	FL	33647	Full Service Brick and Mortar Office
156.	Hunter's Green Branch	8701 Hunter's Lake Drive	Tampa	Hillsborough	FL	33647	Full Service Brick and Mortar Office
157.	Temple Terrace Branch	11253 North 56th Street	Temple Terrace	Hillsborough	FL	33617	Full Service Brick and Mortar Office
158.	Bloomington Branch	3511 Bell Shoals	Valrico	Hillsborough	FL	33596	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
159.	North Sebastian Branch	13800 North U.S. Highway 1	Sebastian	Indian River	FL	32958	Full Service Brick and Mortar Office
160.	South Sebastian Branch	9601 Us Highway 1	Sebastian	Indian River	FL	32958	Full Service Brick and Mortar Office
161.	Miracle Mile Branch	2231 Indian River Boulevard	Vero Beach	Indian River	FL	32960	Full Service Brick and Mortar Office
162.	Oslo Branch	800 43rd Avenue Sw	Vero Beach	Indian River	FL	32968	Full Service Brick and Mortar Office
163.	Marianna	2235 Hwy 71	Marianna	Jackson	FL	32448	Full Service Retail Office
164.	Hancock Commons Branch	2615 E Highway 50	Clermont	Lake	FL	34711	Full Service Brick and Mortar Office
165.	Kings Ridge Branch	4303 U.S. 27	Clermont	Lake	FL	34711	Full Service Brick and Mortar Office
166.	Clermont Branch	581 East Highway 50	Clermont	Lake	FL	34711	Full Service Brick and Mortar Office
167.	Eustis Village Branch	15375 Us Highway441	Eustis	Lake	FL	32726	Full Service Brick and Mortar Office
168.	Village Branch	101 Lagrande Boulevard	Lady Lake	Lake	FL	32159	Full Service Brick and Mortar Office
169.	Sun Square Branch	1211 North Blvd W	Leesburg	Lake	FL	34748	Full Service Brick and Mortar Office
170.	Lake Square Mall Branch	10415 South U.S. Highway 441	Leesburg	Lake	FL	34788	Full Service Brick and Mortar Office
171.	Mount Dora Branch	200 Fifth Avenue	Mount Dora	Lake	FL	32757	Full Service Brick and Mortar Office
172.	Lake Harris Branch	4525 County Road 48	Okahumpka	Lake	FL	34762	Full Service Brick and Mortar Office
173.	Bonita Bay Branch	26731 South Tamiami Trail	Bonita Springs	Lee	FL	34134	Full Service Brick and Mortar Office
174.	Cape Coral	915 Cape Coral Pkwy E	Cape Coral	Lee	FL	33904	Full Service Brick and Mortar Office
175.	Chiquita Branch	1533 Cape Coral Parkway West	Cape Coral	Lee	FL	33914	Full Service Brick and Mortar Office
176.	Coralwood Branch	2139 Del Prado Boulevard	Cape Coral	Lee	FL	33990	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
177.	Coconut Point Branch	3501 Vandenberg Way	Estero	Lee	FL	33928	Full Service Brick and Mortar Office
178.	Riverdale Branch	14490 Palm Beach Boulevard	Fort Myers	Lee	FL	33905	Full Service Brick and Mortar Office
179.	The Forum Branch	3330 Forum Blvd	Fort Myers	Lee	FL	33905	Full Service Brick and Mortar Office
180.	Fort Myers Branch	12751 New Brittany Boulevard	Fort Myers	Lee	FL	33907	Full Service Brick and Mortar Office
181.	Alico Commons Branch	16965 Alico Mission Way	Fort Myers	Lee	FL	33908	Full Service Brick and Mortar Office
182.	Daniels Crossing Branch	6890 Daniels Parkway	Fort Myers	Lee	FL	33912	Full Service Brick and Mortar Office
183.	Gulf Coast Town Center Branch	17100 Ben Hill Griffin Pkwy	Fort Myers	Lee	FL	33913	Full Service Brick and Mortar Office
184.	Metro Parkway Branch	4415 Metro Parkway	Fort Myers	Lee	FL	33916	Full Service Brick and Mortar Office
185.	Summerlin Square Branch	11340 Summerlin Square Drive	Fort Myers Beach	Lee	FL	33931	Full Service Brick and Mortar Office
186.	Lehigh Acres Branch	1110 West Homestead Road	Lehigh Acres	Lee	FL	33936	Full Service Brick and Mortar Office
187.	Merchant's Crossing Branch	15051 North Cleveland Avenue	North Fort Myers	Lee	FL	33903	Full Service Brick and Mortar Office
188.	Pine Island Branch	10202 Stringfellow Road	St James City	Lee	FL	33956	Full Service Brick and Mortar Office
189.	Apalachee Parkway	3098 Apalachee Pkwy	Tallahassee	Leon	FL	32301	Full Service Brick and Mortar Office
190.	Downtown Tallahassee Branch	215 South Monroe Street	Tallahassee	Leon	FL	32301	Full Service Brick and Mortar Office
191.	Florida State University Branch	104 North Woodward Avenue	Tallahassee	Leon	FL	32304	Full Service Brick and Mortar Office
192.	Betton Hills Branch	2051 Thomasville Road	Tallahassee	Leon	FL	32308	Full Service Brick and Mortar Office
193.	Main Financial Center	3522 Thomasville Road	Tallahassee	Leon	FL	32309	Full Service Brick and Mortar Office
194.	Bradfordville Branch	6779 Thomasville Road	Tallahassee	Leon	FL	32312	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
195.	Lakewood Walk Branch	11255 E State Road 70	Bradenton	Manatee	FL	34202	Full Service Brick and Mortar Office
196.	Lakewood Ranch Branch	6135 Exchange Way	Bradenton	Manatee	FL	34202	Full Service Brick and Mortar Office
197.	State Road 70 Wal-Mart Branch	2911 53rd Avenue East	Bradenton	Manatee	FL	34203	Full Service Retail Office
198.	Bradenton Branch	1001 Third Avenue West	Bradenton	Manatee	FL	34205	Full Service Brick and Mortar Office
199.	Southwood Branch	5714 14th Street West	Bradenton	Manatee	FL	34207	Full Service Brick and Mortar Office
200.	West Manatee Branch	7419 West Manatee Avenue	Bradenton	Manatee	FL	34209	Full Service Brick and Mortar Office
201.	Cortez Branch	4215 Cortez Road West	Bradenton	Manatee	FL	34210	Full Service Brick and Mortar Office
202.	Gateway North Branch	1605 Lakewood Ranch Boulevard	Bradenton	Manatee	FL	34211	Full Service Brick and Mortar Office
203.	Ellenton Branch	6102 U.S. Highway 301 North	Ellenton	Manatee	FL	34222	Full Service Brick and Mortar Office
204.	Parrish Branch	11225 Us Highway 301 N	Parrish	Manatee	FL	34219	Full Service Brick and Mortar Office
205.	University Parkway Branch	5899 Whitfield Avenue, Suite 100	Sarasota	Manatee	FL	34243	Full Service Brick and Mortar Office
206.	Bellevue Branch	5760 State Road 484	Bellevue	Marion	FL	34420	Full Service Brick and Mortar Office
207.	Dunnellon Branch	20270 Pennsylvania Avenue	Dunnellon	Marion	FL	34432	Full Service Brick and Mortar Office
208.	Main Ocala Branch	203 East Silver Springs Boulevard	Ocala	Marion	FL	34470	Full Service Brick and Mortar Office
209.	Ocala Main Branch	305 Northeast First Strret	Ocala	Marion	FL	34470	Limited Service Facility
210.	East Ocala Branch	3500 E. Silver Springs Boulevard	Ocala	Marion	FL	34470	Full Service Brick and Mortar Office
211.	South Ocala Branch	111 Southwest 17th Street	Ocala	Marion	FL	34471	Full Service Brick and Mortar Office
212.	Executive Park Branch	3990 S.W. College Road	Ocala	Marion	FL	34474	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
213.	200 West Branch	9290 Southwest Highway 200	Ocala	Marion	FL	34481	Full Service Brick and Mortar Office
214.	Golden Hills Branch	4800 N.W. Blitchton Road	Ocala	Marion	FL	34482	Full Service Brick and Mortar Office
215.	Stonecrest Branch	10970 Southeast 175th Place	Summerfield	Marion	FL	34491	Full Service Brick and Mortar Office
216.	Palm City Branch	2846 Sw Town Center Way	Palm City	Martin	FL	34990	Full Service Brick and Mortar Office
217.	Stuart Financial Center Branch	2400 S.E. Federal Highway	Stuart	Martin	FL	34994	Full Service Brick and Mortar Office
218.	Kanner Crossing Branch	6600 S Kanner Hwy	Stuart	Martin	FL	34997	Full Service Brick and Mortar Office
219.	Aventura Branch	2958 Aventura Blvd, Unit 5	Aventura	Miami-Dade	FL	33180	Full Service Brick and Mortar Office
220.	Bal Harbour Branch	9600 Collins Avenue	Bal Harbour	Miami-Dade	FL	33154	Full Service Brick and Mortar Office
221.	Miracle Mile Branch	100 Miracle Mile	Coral Gables	Miami-Dade	FL	33134	Full Service Brick and Mortar Office
222.	Miracle Mile Drive In	2501 Galliano St.	Coral Gables	Miami-Dade	FL	33134	Limited Service Facility
223.	Ponce Branch	201 Alhambra Circle	Coral Gables	Miami-Dade	FL	33134	Full Service Brick and Mortar Office
224.	Doral Center Branch	8699 Northwest 36th Street	Doral	Miami-Dade	FL	33166	Full Service Brick and Mortar Office
225.	Westland Branch	1740 West 49th Street	Hialeah	Miami-Dade	FL	33012	Full Service Brick and Mortar Office
226.	El Mercado Branch	2400 W 60th St	Hialeah	Miami-Dade	FL	33016	Full Service Brick and Mortar Office
227.	Oasis Plaza Branch	2952 Ne 8th St	Homestead	Miami-Dade	FL	33033	Full Service Brick and Mortar Office
228.	Key Biscayne Branch	520 Crandon Blvd	Key Biscayne	Miami-Dade	FL	33149	Full Service Brick and Mortar Office
229.	Riverside Branch	100 N.W. 12th Avenue	Miami	Miami-Dade	FL	33128	Full Service Brick and Mortar Office
230.	Sun Center Branch	777 Brickell Avenue	Miami	Miami-Dade	FL	33131	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
231.	International Center Branch	One Southeast 3rd Avenue	Miami	Miami-Dade	FL	33131	Full Service Brick and Mortar Office
232.	Midtown Branch	1400 N.W. 20th Street	Miami	Miami-Dade	FL	33142	Full Service Brick and Mortar Office
233.	South Miami Branch	5857 Sunset Drive	Miami	Miami-Dade	FL	33143	Full Service Brick and Mortar Office
234.	Miami West Branch	8302 Bird Road	Miami	Miami-Dade	FL	33155	Full Service Brick and Mortar Office
235.	Pinecrest Branch	7840 SW 104th St	Miami	Miami-Dade	FL	33156	Full Service Brick and Mortar Office
236.	West Dade Branch	11291 Bird Road	Miami	Miami-Dade	FL	33165	Full Service Brick and Mortar Office
237.	Westchester Branch	8717 Southwest 24th Street	Miami	Miami-Dade	FL	33165	Full Service Brick and Mortar Office
238.	International Mall Branch	10690 Northwest 12th Street	Miami	Miami-Dade	FL	33172	Full Service Brick and Mortar Office
239.	The Falls Branch	8820 S.W. 136th Street	Miami	Miami-Dade	FL	33176	Full Service Brick and Mortar Office
240.	Miller Crossing Branch	15700 Sw 56th St	Miami	Miami-Dade	FL	33185	Full Service Brick and Mortar Office
241.	Kendall Branch	11700 North Kendall Drive	Miami	Miami-Dade	FL	33186	Full Service Brick and Mortar Office
242.	Hammocks Branch	14695 S.W. 104th Street	Miami	Miami-Dade	FL	33186	Full Service Brick and Mortar Office
243.	Corsica Square Branch	15701 Sw 152nd St	Miami	Miami-Dade	FL	33187	Full Service Brick and Mortar Office
244.	Forest Lakes Branch	16720 Sw 88th Street	Miami	Miami-Dade	FL	33196	Full Service Brick and Mortar Office
245.	Miami Beach Branch	1665 Alton Rd	Miami Beach	Miami-Dade	FL	33139	Full Service Brick and Mortar Office
246.	Miami Lakes Branch	15101 Northwest 67th Avenue	Miami Lakes	Miami-Dade	FL	33014	Full Service Brick and Mortar Office
247.	Miami Springs Branch	101 Curtiss Parkway	Miami Springs	Miami-Dade	FL	33166	Full Service Brick and Mortar Office
248.	North Miami Beach Branch	1576 Ne 163rd Street	North Miami Beach	Miami-Dade	FL	33162	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
249.	Amelia Island Branch	5211 S Fletcher Avenue	Amelia Island	Nassau	FL	32034	Full Service Brick and Mortar Office
250.	Destin Branch	34901 Emarld Coast Parkway	Destin	Okaloosa	FL	32541	Full Service Brick and Mortar Office
251.	Fort Walton Beach Branch	99 Racetrack Road	Fort Walton Beach	Okaloosa	FL	32547	Full Service Brick and Mortar Office
252.	Okeechobee Branch	815 South Parrott Avenue	Okeechobee	Okeechobee	FL	34974	Full Service Brick and Mortar Office
253.	Apopka Branch	900 East Semoran Boulevard	Apopka	Orange	FL	32703	Full Service Brick and Mortar Office
254.	Maitland	253 North Orlando Avenue	Maitland	Orange	FL	32751	Full Service Brick and Mortar Office
255.	West Orange Branch	10331 W Colonial Dr	Ocoee	Orange	FL	34761	Full Service Brick and Mortar Office
256.	SunTrust Center Branch	200 South Orange Avenue	Orlando	Orange	FL	32801	Full Service Brick and Mortar Office
257.	Colonial Plaza Branch	2300 East Colonial Dr	Orlando	Orange	FL	32803	Full Service Brick and Mortar Office
258.	College Park Branch	2305 Edgewater Dr, Suite A	Orlando	Orange	FL	32804	Full Service Brick and Mortar Office
259.	South Orlando Branch	444 East Michigan Avenue	Orlando	Orange	FL	32806	Full Service Brick and Mortar Office
260.	Pine Hills Branch	5025 West Colonial Drive	Orlando	Orange	FL	32808	Full Service Brick and Mortar Office
261.	Kirkman/Conroy Branch	4582 Kirkman Road	Orlando	Orange	FL	32811	Full Service Brick and Mortar Office
262.	Baldwin Park Branch	4751 New Broad St	Orlando	Orange	FL	32814	Full Service Brick and Mortar Office
263.	Dr. Phillips Branch	7677 Dr. Phillips Boulevard	Orlando	Orange	FL	32819	Full Service Brick and Mortar Office
264.	South 436/Lake Margaret Branch	3800 South Semoran Boulevard	Orlando	Orange	FL	32822	Full Service Brick and Mortar Office
265.	Alafaya/50 Branch	1751 Alafaya Trail	Orlando	Orange	FL	32826	Full Service Brick and Mortar Office
266.	Orlando International Airport Branch	9303 Jeff Fuqua Blvd, Ste 2632	Orlando	Orange	FL	32827	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
267.	Eastwood Branch	1999 South Alafaya Trail	Orlando	Orange	FL	32828	Full Service Brick and Mortar Office
268.	Lake Nona Branch	10536 Moss Park Rd	Orlando	Orange	FL	32832	Full Service Brick and Mortar Office
269.	Eagle Creek Branch	13865 Narcoossee Rd	Orlando	Orange	FL	32832	Full Service Brick and Mortar Office
270.	Metro West Branch	2401 South Hiawasse Road	Orlando	Orange	FL	32835	Full Service Brick and Mortar Office
271.	Bay Hill/Windermere Branch	8851 Conroy-Windermere Road	Orlando	Orange	FL	32835	Full Service Brick and Mortar Office
272.	South 441 Branch	11200 South Orange Blossom Trail	Orlando	Orange	FL	32837	Full Service Brick and Mortar Office
273.	Hunters Creek Branch	13950 South John Young Parkway	Orlando	Orange	FL	32837	Full Service Brick and Mortar Office
274.	Central Park Branch	5748 South Orange Blossom Trail	Orlando	Orange	FL	32839	Full Service Brick and Mortar Office
275.	Summerport Branch	13568 Summerport Village Parkway	Windermere	Orange	FL	34786	Full Service Brick and Mortar Office
276.	Winter Garden Branch	13520 W Colonial Dr	Winter Garden	Orange	FL	34787	Full Service Brick and Mortar Office
277.	Winter Park Branch	400 South Park Avenue, Suite 150	Winter Park	Orange	FL	32789	Full Service Brick and Mortar Office
278.	Aloma Branch	2006 Aloma Avenue	Winter Park	Orange	FL	32792	Full Service Brick and Mortar Office
279.	University Boulevard Branch	3191 University Boulevard	Winter Park	Orange	FL	32792	Full Service Brick and Mortar Office
280.	Celebration Branch	650 Celebration Avenue	Celebration	Osceola	FL	34747	Full Service Brick and Mortar Office
281.	Celebration Water Tower Place Branch	74 Blake Boulevard	Celebration	Osceola	FL	34747	Full Service Brick and Mortar Office
282.	Kissimmee Branch	3109 W Vine St	Kissimmee	Osceola	FL	34741	Full Service Brick and Mortar Office
283.	West St. Cloud Office	4290 13th Street	Saint Cloud	Osceola	FL	34769	Full Service Brick and Mortar Office
284.	East St. Cloud Branch	4935 E Irlo Bronson Memorial Highway	Saint Cloud	Osceola	FL	34771	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
285.	North Boca Branch	4899 North Federal Highway	Boca Raton	Palm Beach	FL	33431	Full Service Brick and Mortar Office
286.	Boca Raton Branch	101 E Camino Real	Boca Raton	Palm Beach	FL	33432	Full Service Brick and Mortar Office
287.	Camino Real Branch	7400 W Camino Real, Suite 100	Boca Raton	Palm Beach	FL	33433	Full Service Brick and Mortar Office
288.	West Boca Branch	7800 Glades Road	Boca Raton	Palm Beach	FL	33434	Full Service Brick and Mortar Office
289.	West Glades Rd Branch	9885 West Glades Road	Boca Raton	Palm Beach	FL	33434	Full Service Brick and Mortar Office
290.	Boca Polo Club Shoppes Branch	5092 Champion Boulevard, Suite F8	Boca Raton	Palm Beach	FL	33496	Full Service Brick and Mortar Office
291.	Clint Moore Road Branch	6653 Jog Rd	Boca Raton	Palm Beach	FL	33496	Full Service Brick and Mortar Office
292.	The Reserve Office Branch	9936 Clint Moore Road	Boca Raton	Palm Beach	FL	33496	Full Service Brick and Mortar Office
293.	Woolbright Branch	2250 W Woolbright Rd	Boynton Beach	Palm Beach	FL	33426	Full Service Brick and Mortar Office
294.	Boynton Beach Branch	315 South Federal Highway	Boynton Beach	Palm Beach	FL	33435	Full Service Brick and Mortar Office
295.	West Boynton Beach Branch	9879 South Military Trail	Boynton Beach	Palm Beach	FL	33436	Full Service Brick and Mortar Office
296.	Hagen Ranch Branch	9909 Hagen Ranch Road	Boynton Beach	Palm Beach	FL	33437	Full Service Brick and Mortar Office
297.	Linton Branch	140 East Linton Blvd	Delray Beach	Palm Beach	FL	33483	Full Service Brick and Mortar Office
298.	Delray Beach Branch	302 East Atlantic Avenue	Delray Beach	Palm Beach	FL	33483	Full Service Brick and Mortar Office
299.	West Atlantic Branch	5200 West Atlantic Avenue	Delray Beach	Palm Beach	FL	33484	Full Service Brick and Mortar Office
300.	Riverbridge Branch	6702 Forest Hill Boulevard	Greenacres	Palm Beach	FL	33413	Full Service Brick and Mortar Office
301.	Sea Plum Town Center Branch	2545 Military Trail	Jupiter	Palm Beach	FL	33458	Full Service Brick and Mortar Office
302.	Jupiter Branch	17350 Alternate A1a	Jupiter	Palm Beach	FL	33477	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
303.	South Jupiter Branch	4302 South Us Highway 1	Jupiter	Palm Beach	FL	33477	Full Service Brick and Mortar Office
304.	Wycliffe Branch	9945 Lake Worth Rd	Lake Worth	Palm Beach	FL	33467	Full Service Brick and Mortar Office
305.	Lantana Branch	523 Ridge Road	Lantana	Palm Beach	FL	33462	Full Service Brick and Mortar Office
306.	Manalapan Branch	280 South Ocean Boulevard	Manalapan	Palm Beach	FL	33462	Full Service Brick and Mortar Office
307.	North Palm Beach Branch	667 U.S. Highway One	North Palm Beach	Palm Beach	FL	33408	Full Service Brick and Mortar Office
308.	Palm Beach Branch	440 Royal Palm Way	Palm Beach	Palm Beach	FL	33480	Full Service Brick and Mortar Office
309.	Pga East Branch	2570 Pga Boulevard	Palm Beach Gardens	Palm Beach	FL	33410	Full Service Brick and Mortar Office
310.	Mirasol Branch	6289 Pga Blvd	Palm Beach Gardens	Palm Beach	FL	33418	Full Service Brick and Mortar Office
311.	West Palm Beach Branch	501 South Flagler Drive	West Palm Beach	Palm Beach	FL	33401	Full Service Brick and Mortar Office
312.	Lake Clarke Shores Branch	1870 Forest Hill Boulevard	West Palm Beach	Palm Beach	FL	33406	Full Service Brick and Mortar Office
313.	Palm Beach Lakes Branch	540 Village Boulevard	West Palm Beach	Palm Beach	FL	33409	Full Service Brick and Mortar Office
314.	Baywind Branch	9951 Okeechobee Blvd	West Palm Beach	Palm Beach	FL	33411	Full Service Brick and Mortar Office
315.	Clinton Avenue Branch	11704 South Highway 301	Dade City	Pasco	FL	33525	Full Service Brick and Mortar Office
316.	Wellington Branch	12870 Forest Hill Boulevard	West Palm Beach	Palm Beach	FL	33414	Full Service Brick and Mortar Office
317.	Holiday Branch	2123 Us Highway 19	Holiday	Pasco	FL	34691	Full Service Brick and Mortar Office
318.	Heritage Pines Branch	10810 County Line Rd	Hudson	Pasco	FL	34667	Full Service Brick and Mortar Office
319.	Fivay Road Branch	14207 Fivay Road	Hudson	Pasco	FL	34667	Full Service Brick and Mortar Office
320.	Connerton Branch	7914 Land O Lakes Blvd	Land O Lakes	Pasco	FL	34638	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
321.	Land O'lakes Branch	21744 State Road 54	Lutz	Pasco	FL	33549	Full Service Brick and Mortar Office
322.	New Port Richey Branch	6128 US Highway 19	New Port Richey	Pasco	FL	34652	Full Service Brick and Mortar Office
323.	Little Road Branch	8939 Little Road	New Port Richey	Pasco	FL	34654	Full Service Brick and Mortar Office
324.	Chelsea Place Branch	1424 Seven Springs Boulevard	New Port Richey	Pasco	FL	34655	Full Service Brick and Mortar Office
325.	River Crossing Branch	5412 Little Road	New Port Richey	Pasco	FL	34655	Full Service Brick and Mortar Office
326.	Suncoast Crossings Branch	16116 State Road 54	Odessa	Pasco	FL	33556	Full Service Brick and Mortar Office
327.	Regency Square Branch	10220 Us Hwy 19	Port Richey	Pasco	FL	34668	Full Service Brick and Mortar Office
328.	Wesley Chapel Branch	5310 County Rd 581	Wesley Chapel	Pasco	FL	33544	Full Service Brick and Mortar Office
329.	Seven Oaks Branch	27637 State Route 56	Wesley Chapel	Pasco	FL	33544	Full Service Brick and Mortar Office
330.	Zephyrhills Branch	7809 Gall Boulevard	Zephyrhills	Pasco	FL	33541	Full Service Brick and Mortar Office
331.	Belleair Branch	380 North Indian Rocks Road	Belleair Bluffs	Pinellas	FL	33770	Full Service Brick and Mortar Office
332.	Northwood Branch	2500 McMullen-Booth Road	Clearwater	Pinellas	FL	33761	Full Service Brick and Mortar Office
333.	Countryside Branch	26627 U.S. Highway 19 North	Clearwater	Pinellas	FL	33761	Full Service Brick and Mortar Office
334.	East Clearwater	2110 Gulf To Bay Blvd	Clearwater	Pinellas	FL	33765	Full Service Brick and Mortar Office
335.	Clearwater Beach Branch	423 Mandalay Ave	Clearwater	Pinellas	FL	33767	Full Service Brick and Mortar Office
336.	Caladesi Branch	1010 Curlew Road	Dunedin	Pinellas	FL	34698	Full Service Brick and Mortar Office
337.	Dunedin Branch	825 Broadway	Dunedin	Pinellas	FL	34698	Full Service Brick and Mortar Office
338.	Largo Branch	3705 East Bay Drive	Largo	Pinellas	FL	33771	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
339.	Indian Rocks Branch	14040 Walsingham Rd	Largo	Pinellas	FL	33774	Full Service Brick and Mortar Office
340.	County Road 1 Branch	1300 Tampa Road	Palm Harbor	Pinellas	FL	34683	Full Service Brick and Mortar Office
341.	Palm Harbor Branch	33075 U.S. 19 North	Palm Harbor	Pinellas	FL	34684	Full Service Brick and Mortar Office
342.	East Lakes Woodlands Branch	3500 East Lake Road	Palm Harbor	Pinellas	FL	34685	Full Service Brick and Mortar Office
343.	Lansbrook Branch	36105 East Lake Road	Palm Harbor	Pinellas	FL	34685	Full Service Brick and Mortar Office
344.	Park Plaza Branch	7694 49th Street North	Pinellas Park	Pinellas	FL	33781	Full Service Brick and Mortar Office
345.	Gateway Branch	8299 Ninth Street North	St. Petersburg	Pinellas	FL	33702	Full Service Brick and Mortar Office
346.	Northeast St. Petersburg Branch	301 38th Avenue N	St. Petersburg	Pinellas	FL	33704	Full Service Brick and Mortar Office
347.	34th Street Branch	3601 34th Street North	St. Petersburg	Pinellas	FL	33713	Full Service Brick and Mortar Office
348.	Carillon Branch	130 Fountain Parkway North	St. Petersburg	Pinellas	FL	33716	Full Service Brick and Mortar Office
349.	Seminole	7405 Seminole Blvd	Seminole	Pinellas	FL	33772	Full Service Brick and Mortar Office
350.	Downtown St. Petersburg	300 1st Avenue South	St. Petersburg	Pinellas	FL	33701	Full Service Brick and Mortar Office
351.	West Central Branch	6300 Central Avenue	St. Petersburg	Pinellas	FL	33707	Full Service Brick and Mortar Office
352.	Tarpon Springs Branch	203 East Tarpon Avenue	Tarpon Springs	Pinellas	FL	34689	Full Service Brick and Mortar Office
353.	Auburndale Branch	6 Bobby Green Pl	Auburndale	Polk	FL	33823	Full Service Brick and Mortar Office
354.	Bartow Branch	255 West Main Street	Bartow	Polk	FL	33830	Full Service Brick and Mortar Office
355.	Berry Town Center Branch	2301 Berry Boulevard	Davenport	Polk	FL	33897	Full Service Brick and Mortar Office
356.	Haines City Branch	99 Highway 17-92 West	Haines City	Polk	FL	33844	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
357.	Lake Wales Branch	102 East Central Avenue	Lake Wales	Polk	FL	33853	Full Service Brick and Mortar Office
358.	Downtown Lakeland Plaza Branch	210 South Florida Avenue	Lakeland	Polk	FL	33801	Full Service Brick and Mortar Office
359.	Oakbridge Branch	1215 N Parkway Frontage Road	Lakeland	Polk	FL	33803	Full Service Brick and Mortar Office
360.	Lakeland Highlands Branch	3005 Lakeland Highlands Road	Lakeland	Polk	FL	33803	Full Service Brick and Mortar Office
361.	Carpenter's Home Branch	1075 Carpenters Way	Lakeland	Polk	FL	33809	Full Service Brick and Mortar Office
362.	Plantation Square Branch	5441 North Socrum Loop Road	Lakeland	Polk	FL	33809	Full Service Brick and Mortar Office
363.	Lake Miriam Square Branch	4828 S Florida Ave	Lakeland	Polk	FL	33813	Full Service Brick and Mortar Office
364.	Mulberry Branch	400 North Church Avenue	Mulberry	Polk	FL	33860	Full Service Brick and Mortar Office
365.	Imperial Lakes Branch	5980 Imperial Parkway	Mulberry	Polk	FL	33860	Full Service Brick and Mortar Office
366.	Winter Haven <sup>2</sup>	595 Cypress Gardens Boulevard, Suite 101	Winter Haven	Polk	FL	33880	Full Service Brick and Mortar Office
367.	Tiger Point Branch	3301 Gulf Breeze Parkway	Gulf Breeze	Santa Rosa	FL	32563	Full Service Brick and Mortar Office
368.	Milton Branch	5224 Stewart Street, S.E.	Milton	Santa Rosa	FL	32570	Full Service Brick and Mortar Office
369.	Englewood	333 South Indiana Avenue	Englewood	Sarasota	FL	34223	Full Service Brick and Mortar Office
370.	Long Boat Key Branch	510 Bay Isles Road	Longboat Key	Sarasota	FL	34228	Full Service Brick and Mortar Office
371.	Downtown Venice Drive In	226 Nokomis Avenue South	Marion	Sarasota	FL	34285	Limited Service Facility

<sup>2</sup> This reflects an "extension" that is scheduled to occur on April 26, 2019. The previous address was 595 Cypress Gardens Boulevard; only the suite number is changing.

#	Name	Address	City	County	State	ZIP	Service Type
372.	Nokomis Village Branch	1000 North Tamiami Trail	Nokomis	Sarasota	FL	34275	Full Service Brick and Mortar Office
373.	North Port Branch	5900 North Port Boulevard	North Port	Sarasota	FL	34287	Full Service Brick and Mortar Office
374.	Gulf Gate Branch	6501 South Tamiami Trail	Sarasota	Sarasota	FL	34231	Full Service Brick and Mortar Office
375.	Cattlemen	5900 Katie Lane	Sarasota	Sarasota	FL	34232	Full Service Brick and Mortar Office
376.	Clark Road Branch	5727 Gantt Avenue	Sarasota	Sarasota	FL	34233	Full Service Brick and Mortar Office
377.	North Trail Branch	3300 North Tamiami Trail	Sarasota	Sarasota	FL	34234	Full Service Brick and Mortar Office
378.	The Meadows Branch	4981 Ringwood Meadow	Sarasota	Sarasota	FL	34235	Full Service Brick and Mortar Office
379.	Downtown Sarasota Branch	1777 Main Street	Sarasota	Sarasota	FL	34236	Full Service Brick and Mortar Office
380.	North Beneva Branch	3577 Fruitville Road	Sarasota	Sarasota	FL	34237	Full Service Brick and Mortar Office
381.	Sarasota Square Branch	8055 South Beneva Road	Sarasota	Sarasota	FL	34238	Full Service Brick and Mortar Office
382.	South Gate Branch	3400 South Tamiami Trail	Sarasota	Sarasota	FL	34239	Full Service Brick and Mortar Office
383.	Siesta Key Branch	5035 Ocean Boulevard	Sarasota	Sarasota	FL	34242	Full Service Brick and Mortar Office
384.	Downtown Venice Branch	200 Nokomis Avenue South	Venice	Sarasota	FL	34285	Full Service Brick and Mortar Office
385.	Southbridge Branch	1670 Us Highway 41 Byp S # 5	Venice	Sarasota	FL	34293	Full Service Brick and Mortar Office
386.	Village Branch	4101 South Tamiami Trail	Venice	Sarasota	FL	34293	Full Service Brick and Mortar Office
387.	Douglas Avenue Branch	1198 Douglas Avenue	Altamonte Springs	Seminole	FL	32714	Full Service Brick and Mortar Office
388.	Altamonte Crossing Branch	888 W State Road 436	Altamonte Springs	Seminole	FL	32714	Full Service Brick and Mortar Office
389.	Casselberry Branch	205 East Semoran Boulevard	Fern Park	Seminole	FL	32730	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
390.	Heathrow Office Branch	1100 Townpark Ave	Lake Mary	Seminole	FL	32746	Full Service Brick and Mortar Office
391.	Lake Mary Branch	4240 West Lake Mary Boulevard	Lake Mary	Seminole	FL	32746	Full Service Brick and Mortar Office
392.	Longwood Branch	860 W State Road 434	Longwood	Seminole	FL	32750	Full Service Brick and Mortar Office
393.	Sweetwater Branch	701 Miami Springs Drive	Longwood	Seminole	FL	32779	Full Service Brick and Mortar Office
394.	Oviedo River Oaks Branch	1880 W County Rd 419	Oviedo	Seminole	FL	32765	Full Service Brick and Mortar Office
395.	Oviedo Branch	95 Mitchell-Hammock Road	Oviedo	Seminole	FL	32765	Full Service Brick and Mortar Office
396.	Downtown Sanford Branch	208 West First Street	Sanford	Seminole	FL	32771	Full Service Brick and Mortar Office
397.	Tusawilla Branch	5775 Red Bug Lake Road	Winter Springs	Seminole	FL	32708	Full Service Brick and Mortar Office
398.	Julington Creek Branch	2730 Race Track Road	Jacksonville	St. Johns	FL	32259	Full Service Brick and Mortar Office
399.	Sawgrass Branch	100 Sawgrass Corners Drive	Ponte Vedra Beach	St. Johns	FL	32082	Full Service Brick and Mortar Office
400.	Anastasia Island Branch	304 High Tide Dr	St. Augustine	St. Johns	FL	32080	Full Service Brick and Mortar Office
401.	St. Augustine Branch	1850 US Highway One South	St. Augustine	St. Johns	FL	32086	Full Service Brick and Mortar Office
402.	St. Johns Branch	481 Prosperity Lake Dr	St. Augustine	St. Johns	FL	32092	Full Service Brick and Mortar Office
403.	Downtown Ft Pierce Branch	120 S Indian River Dr	Fort Pierce	St. Lucie	FL	34950	Full Service Brick and Mortar Office
404.	Virginia Avenue Branch	700 Virginia Avenue	Fort Pierce	St. Lucie	FL	34982	Full Service Brick and Mortar Office
405.	South Port St. Lucie Branch	10575 South U.S. 1	Port St. Lucie	St. Lucie	FL	34952	Full Service Brick and Mortar Office
406.	Town Of Tradition Branch	10331 SW Village Center Dr	Port St. Lucie	St. Lucie	FL	34987	Full Service Brick and Mortar Office
407.	St. Lucie West Branch	1301 Northwest St. Lucie West	Port St. Lucie	St. Lucie	FL	34986	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
408.	Bushnell Branch	107 Bushnell Plaza	Bushnell	Sumter	FL	33513	Full Service Brick and Mortar Office
409.	Villages Of Sumter Branch	2365 Parr Drive	The Villages	Sumter	FL	32162	Full Service Brick and Mortar Office
410.	Lake Deaton Plaza Branch	750 Kristine Way	The Villages	Sumter	FL	32163	Full Service Brick and Mortar Office
411.	Wildwood Branch	406 South Main Street	Wildwood	Sumter	FL	34785	Full Service Brick and Mortar Office
412.	Daytona Beach Branch	200 S Palmetto Rd	Daytona Beach	Volusia	FL	32114	Full Service Brick and Mortar Office
413.	Bill France Boulevard Branch	299 Bill France Boulevard	Daytona Beach	Volusia	FL	32114	Full Service Brick and Mortar Office
414.	South Peninsula Branch	3640 South Atlantic Avenue	Daytona Beach Shores	Volusia	FL	32118	Full Service Brick and Mortar Office
415.	Orange Camp Road Branch	2595 South Woodland Boulevard	Deland	Volusia	FL	32720	Full Service Brick and Mortar Office
416.	North Deland Branch	201 East International Speedway	Deland	Volusia	FL	32724	Full Service Brick and Mortar Office
417.	Deltona Commons Branch	601 Courtland Blvd	Deltona	Volusia	FL	32738	Full Service Brick and Mortar Office
418.	Edgewater Branch	512 North Ridgewood Avenue	Edgewater	Volusia	FL	32132	Full Service Brick and Mortar Office
419.	Coronado Beach Branch	705 East Third Avenue	New Smyrna Beach	Volusia	FL	32169	Full Service Brick and Mortar Office
420.	Enterprise Road Branch	2602 Enterprise Road	Orange City	Volusia	FL	32763	Full Service Brick and Mortar Office
421.	Ormond Towne Square Branch	1470 West Granada Boulevard	Ormond Beach	Volusia	FL	32174	Full Service Brick and Mortar Office
422.	West Ormond Branch	160 North Nova Road	Ormond Beach	Volusia	FL	32174	Full Service Brick and Mortar Office
423.	Halifax Plantation Branch	3780 Roscommon Drive	Ormond Beach	Volusia	FL	32174	Full Service Brick and Mortar Office
424.	Granada Branch	113 East Granada Boulevard	Ormond Beach	Volusia	FL	32176	Full Service Brick and Mortar Office
425.	Port Orange Branch	3865 Nova Road	Port Orange	Volusia	FL	32127	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
426.	West Port Orange Branch	4900 South Clyde Morris Boulevard	Port Orange	Volusia	FL	32129	Full Service Brick and Mortar Office
427.	South Daytona Branch	2580 South Ridgewood Avenue	South Daytona	Volusia	FL	32119	Full Service Brick and Mortar Office
428.	Defuniak Springs Branch	1104 Highway 331 South	Defuniak Springs	Walton	FL	32433	Full Service Brick and Mortar Office
429.	Watercolor Branch	49 Water Color Way	Santa Rosa Beach	Walton	FL	32459	Full Service Brick and Mortar Office
430.	Baxley Branch	105 West Parker	Baxley	Appling	GA	31513	Full Service Brick and Mortar Office
431.	First National Bank Of The South Branch	2501 North Columbia Street	Milledgeville	Baldwin	GA	31061	Full Service Brick and Mortar Office
432.	The Vineyards Publix Branch	2095 Highway 211, Northwest	Braselton	Barrow	GA	30517	Full Service Retail Office
433.	Cartersville Branch	515 East Main Street	Cartersville	Bartow	GA	30121	Full Service Brick and Mortar Office
434.	Macon Main Branch	606 Cherry Street	Macon	Bibb	GA	31201	Full Service Brick and Mortar Office
435.	Riverside Branch	2998 Riverside Drive	Macon	Bibb	GA	31204	Full Service Brick and Mortar Office
436.	Westside Branch	3600 Mercer University Drive	Macon	Bibb	GA	31204	Full Service Brick and Mortar Office
437.	Pio Nono Branch	3625 Pio Nono Avenue	Macon	Bibb	GA	31206	Full Service Brick and Mortar Office
438.	Zebulon Road Branch	5928 Zebulon Road	Macon	Bibb	GA	31210	Full Service Brick and Mortar Office
439.	Gray Highway Branch	1104 Gray Highway	Macon	Bibb	GA	31211	Full Service Brick and Mortar Office
440.	Crossroads Branch	1371 South Park Street	Carrollton	Carroll	GA	30117	Full Service Brick and Mortar Office
441.	West Bankhead Branch	435 West Bankhead Highway	Villa Rica	Carroll	GA	30180	Full Service Brick and Mortar Office
442.	Fort Oglethorpe Branch - 973	3040 Battlefield Parkway	Fort Oglethorpe	Catoosa	GA	30742	Full Service Retail Office
443.	Pooler-Godley Station Branch	140 Pooler Parkway	Pooler	Chatham	GA	31322	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
444.	41st Street Branch	2505 Abercorn Street	Savannah	Chatham	GA	31401	Full Service Brick and Mortar Office
445.	Johnson Square Branch	33 Bull Street	Savannah	Chatham	GA	31401	Full Service Brick and Mortar Office
446.	Skidaway Branch	2815 Skidaway Road	Savannah	Chatham	GA	31404	Full Service Brick and Mortar Office
447.	Chatham Parkway Branch	1702 Chatham Parkway	Savannah	Chatham	GA	31405	Full Service Brick and Mortar Office
448.	Derenne Branch	610 East Derenne Avenue	Savannah	Chatham	GA	31405	Full Service Brick and Mortar Office
449.	Mall Branch	330 Mall Boulevard	Savannah	Chatham	GA	31406	Full Service Brick and Mortar Office
450.	Garden City Branch	215 Main Street	Savannah	Chatham	GA	31408	Full Service Brick and Mortar Office
451.	Island Branch	324 Johnny Mercer Boulevard	Savannah	Chatham	GA	31410	Full Service Brick and Mortar Office
452.	Whitemarsh Island Publix Branch	4717 Highway 80 E Suite B	Savannah	Chatham	GA	31410	Full Service Retail Office
453.	Apache Avenue Branch	13060 Abercorn	Savannah	Chatham	GA	31419	Full Service Brick and Mortar Office
454.	Canton Marketplace Branch	1628 Cumming Hwy	Canton	Cherokee	GA	30115	Full Service Brick and Mortar Office
455.	Hickory Flat Branch	3279 E Cherokee Drive	Holly Springs	Cherokee	GA	30115	Full Service Brick and Mortar Office
456.	Woodstock Branch	9863 Highway 92	Woodstock	Cherokee	GA	30188	Full Service Brick and Mortar Office
457.	Towne Lake Branch	1450 Towne Lake Parkway	Woodstock	Cherokee	GA	30189	Full Service Brick and Mortar Office
458.	Rose Creek Branch	4403 Town Lake Parkway	Woodstock	Cherokee	GA	30189	Full Service Retail Office
459.	Athens Main Branch	101 North Lumpkin Street	Athens	Clarke	GA	30601	Full Service Brick and Mortar Office
460.	Gaines School Road Branch	180 Gaines School Road	Athens	Clarke	GA	30605	Full Service Brick and Mortar Office
461.	Alps Road Branch	185 Alps Road	Athens	Clarke	GA	30606	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
462.	Athens Office	3445 Atlanta Highway	Athens	Clarke	GA	30606	Full Service Brick and Mortar Office
463.	River Station Branch	5420 W Fayetteville Rd	College Park	Clayton	GA	30349	Full Service Brick and Mortar Office
464.	North Clayton Branch	141 Forest Parkway	Forest Park	Clayton	GA	30297	Full Service Brick and Mortar Office
465.	Jonesboro Branch	139 North Main Street	Jonesboro	Clayton	GA	30236	Full Service Brick and Mortar Office
466.	Riverdale Crossing Branch	7575 Highway 85	Riverdale	Clayton	GA	30274	Full Service Brick and Mortar Office
467.	Brookstone Village Branch	1755 Mars Hill Road, Northwest	Acworth	Cobb	GA	30101	Full Service Brick and Mortar Office
468.	Acworth Branch	3340 Cobb Parkway	Acworth	Cobb	GA	30101	Full Service Brick and Mortar Office
469.	Governors Towne Club Branch	4386 Cobb Pkwy N	Acworth	Cobb	GA	30101	Full Service Brick and Mortar Office
470.	Paces Ferry Branch	2451 Cumberland Parkway Se	Atlanta	Cobb	GA	30339	Full Service Retail Office
471.	Cumberland Branch	2785 Cumberland Parkway Se	Atlanta	Cobb	GA	30339	Full Service Brick and Mortar Office
472.	Brookwood Square Branch	1661 East-West Connector	Austell	Cobb	GA	30106	Full Service Brick and Mortar Office
473.	Wade Green Village Branch	4430 Wade Green Road	Kennesaw	Cobb	GA	30144	Full Service Retail Office
474.	Kennesaw Marketplace Branch	1340 Ernest W Barrett Pkwy Nw	Kennesaw	Cobb	GA	30152	Full Service Brick and Mortar Office
475.	Piedmont Commons Branch	1050 East Piedmont Road	Marietta	Cobb	GA	30062	Full Service Retail Office
476.	West Cobb Branch	2600 Dallas Hwy	Marietta	Cobb	GA	30064	Full Service Brick and Mortar Office
477.	Marietta Branch	47 Whitlock Avenue. Sw	Marietta	Cobb	GA	30064	Full Service Brick and Mortar Office
478.	Sandy Plains Branch	1840 Sandy Plains Road	Marietta	Cobb	GA	30066	Full Service Retail Office
479.	Gordy Parkway Branch	2880 Shallowford Rd Ne	Marietta	Cobb	GA	30066	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
480.	Town Center Prado Branch	50 Barrett Parkway	Marietta	Cobb	GA	30066	Full Service Retail Office
481.	Terrell Mill Branch	1380 Powers Ferry Road	Marietta	Cobb	GA	30067	Full Service Brick and Mortar Office
482.	Woodlawn Pointe Branch	1100 Johnson Ferry Road	Marietta	Cobb	GA	30068	Full Service Retail Office
483.	Merchants Walk Branch	1331 Johnson Ferry Road	Marietta	Cobb	GA	30068	Full Service Brick and Mortar Office
484.	Smyrna Branch	3379 South Cobb Drive	Smyrna	Cobb	GA	30080	Full Service Brick and Mortar Office
485.	Highland Station Branch	4540 South Cobb Drive	Smyrna	Cobb	GA	30080	Full Service Brick and Mortar Office
486.	Douglas Main Branch	201 South Peterson Avenue	Douglas	Coffee	GA	31533	Full Service Brick and Mortar Office
487.	Evans Main Branch	4212 Washington Road	Evans	Columbia	GA	30809	Full Service Brick and Mortar Office
488.	Fury's Ferry Publix Branch	403 Fury's Ferry Road	Martinez	Columbia	GA	30907	Full Service Retail Office
489.	Mountain State Bank	24 Dawson Village Way S	Dawsonville	Dawson	GA	30534	Full Service Brick and Mortar Office
490.	Sage Hill Branch	1799 Briarcliff Rd Ne	Atlanta	Dekalb	GA	30306	Full Service Brick and Mortar Office
491.	Emory Branch	1685 North Decatur Road, N.E.	Atlanta	Dekalb	GA	30307	Full Service Brick and Mortar Office
492.	East Lake Publix Branch	2235 Glenwood Avenue Se	Atlanta	Dekalb	GA	30316	Full Service Retail Office
493.	East Atlanta Branch	514 Flat Shoals Road	Atlanta	Dekalb	GA	30316	Full Service Brick and Mortar Office
494.	Oglethorpe Crossing Branch	3435 Ashford Dunwoody Road Ne	Atlanta	Dekalb	GA	30319	Full Service Retail Office
495.	Brookhaven Branch	4030 Peachtree Road, N.E.	Atlanta	Dekalb	GA	30319	Full Service Brick and Mortar Office
496.	Toco Hills Branch	2851 North Druids Hills Road, Ne	Atlanta	Dekalb	GA	30329	Full Service Brick and Mortar Office
497.	Executive Park Branch	1 Executive Park Drive, N.E.	Atlanta	Dekalb	GA	30329	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
498.	Perimeter Center Regional Branch	121 Perimeter Center West	Atlanta	Dekalb	GA	30346	Full Service Brick and Mortar Office
499.	Embry Hills Branch	3603 Chamblee-Tucker Road	Chamblee	Dekalb	GA	30341	Full Service Brick and Mortar Office
500.	Chamblee-Peachtree Industrial Branch	5370 Peachtree-Industrial Boulevard	Chamblee	Dekalb	GA	30341	Full Service Brick and Mortar Office
501.	Decatur Branch	190 W. Ponce De Leon Avenue	Decatur	Dekalb	GA	30030	Full Service Brick and Mortar Office
502.	Belvedere Park Branch	3604 Memorial Drive	Decatur	Dekalb	GA	30032	Full Service Brick and Mortar Office
503.	Decatur Crossing Branch	2591 Blackmon Dr	Decatur	Dekalb	GA	30033	Full Service Brick and Mortar Office
504.	South Dekalb Branch	2727 Candler Road	Decatur	Dekalb	GA	30034	Full Service Brick and Mortar Office
505.	Georgetown Branch	4525 Chamblee-Dunwoody Road	Dunwoody	Dekalb	GA	30338	Full Service Brick and Mortar Office
506.	Dunwoody Branch	5490 Chamblee Dunwoody Rd	Dunwoody	Dekalb	GA	30338	Full Service Brick and Mortar Office
507.	Panola Road Branch	2843 Panola Road	Lithonia	Dekalb	GA	30058	Full Service Brick and Mortar Office
508.	Rockbridge-Memorial Branch	3850 Rockbridge Road	Stone Mountain	Dekalb	GA	30083	Full Service Brick and Mortar Office
509.	Stone Mountain Branch	5399 East Mountain Street	Stone Mountain	Dekalb	GA	30083	Full Service Brick and Mortar Office
510.	Mountain Industrial Branch	1849 Mountain Industrial Boulevard	Tucker	Dekalb	GA	30084	Full Service Brick and Mortar Office
511.	Northlake Branch	4098 Lavista Road	Tucker	Dekalb	GA	30084	Full Service Brick and Mortar Office
512.	Hugh Howell Branch	4422 Hugh Howell Road	Tucker	Dekalb	GA	30084	Full Service Retail Office
513.	Albany Main Branch	410 W Broad Avenue	Albany	Dougherty	GA	31701	Full Service Brick and Mortar Office
514.	Westover Road Branch	710 N Westover Road	Albany	Dougherty	GA	31707	Full Service Brick and Mortar Office
515.	Fairburn Road Branch	5641 Fairburn Road	Douglasville	Douglas	GA	30134	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
516.	Cosby Station Branch	3316 Highway 5	Douglasville	Douglas	GA	30135	Full Service Retail Office
517.	Arbor Place Branch	6943 Douglas Boulevard	Douglasville	Douglas	GA	30135	Full Service Brick and Mortar Office
518.	Fayetteville Branch	1330 Highway 85 Ne	Fayetteville	Fayette	GA	30214	Full Service Brick and Mortar Office
519.	Peachtree City Branch	103 City Circle	Peachtree City	Fayette	GA	30269	Full Service Brick and Mortar Office
520.	Wilshire Pavillion Branch	1212 Highway 74 South	Peachtree City	Fayette	GA	30269	Full Service Brick and Mortar Office
521.	Rome Branch	100 East Second Avenue	Rome	Floyd	GA	30161	Full Service Brick and Mortar Office
522.	Brown Fox Branch	2401 Shorter Avenue Sw	Rome	Floyd	GA	30165	Full Service Brick and Mortar Office
523.	Francis Corners Branch	5690 Atlanta Highway	Alpharetta	Forsyth	GA	30004	Full Service Brick and Mortar Office
524.	Windward/Mcginnis Branch	5150 Mcginnis Ferry Rd	Alpharetta	Forsyth	GA	30005	Full Service Brick and Mortar Office
525.	Lakeland Plaza Branch	503 Lakeland Plaza Drive	Cumming	Forsyth	GA	30040	Full Service Brick and Mortar Office
526.	Polo Fields Branch	6005 Post Road	Cumming	Forsyth	GA	30040	Full Service Brick and Mortar Office
527.	Haw Creek Branch	1170 Buford Highway	Cumming	Forsyth	GA	30041	Full Service Brick and Mortar Office
528.	Keith Bridge Branch	2673 Freedom Parkway	Cumming	Forsyth	GA	30041	Full Service Brick and Mortar Office
529.	The Avenue Forsyth Branch	3120 Ronal Reagan Blvd	Cumming	Forsyth	GA	30041	Full Service Brick and Mortar Office
530.	Laurel Springs Branch	3190 Peachtree Pkwy	Suwanee	Forsyth	GA	30024	Full Service Brick and Mortar Office
531.	Windward Parkway West Branch	5305 Windward Parkway	Alpharetta	Fulton	GA	30004	Full Service Brick and Mortar Office
532.	Birmingham Village Branch	980 Birmingham Rd, Suite 400	Alpharetta	Fulton	GA	30004	Full Service Brick and Mortar Office
533.	Old Milton Parkway Branch	4105 Old Milton Pkwy	Alpharetta	Fulton	GA	30005	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
534.	Liberty Village Branch	2600 Old Milton Pkwy	Alpharetta	Fulton	GA	30009	Full Service Brick and Mortar Office
535.	North Point Mall Branch	6499 North Point Parkway	Alpharetta	Fulton	GA	30022	Full Service Brick and Mortar Office
536.	Ellard Village Branch	8390 Holcomb Bridge Road	Alpharetta	Fulton	GA	30022	Full Service Brick and Mortar Office
537.	Haynes Bridge Branch	9919 Haynes Bridge Road	Alpharetta	Fulton	GA	30022	Full Service Brick and Mortar Office
538.	Peachtree Center Branch	241 Peachtree Street, N.E.	Atlanta	Fulton	GA	30303	Full Service Brick and Mortar Office
539.	Woodruff Park	26 Peachtree St NW, #CU-1	Atlanta	Fulton	GA	30303	Full Service Brick and Mortar Office
540.	The Peach Branch	2900 Peachtree Road, Ne	Atlanta	Fulton	GA	30305	Full Service Retail Office
541.	Buckhead Branch	3020 Peachtree Road, N.W.	Atlanta	Fulton	GA	30305	Full Service Brick and Mortar Office
542.	SunTrust Plaza Branch	303 Peachtree Center Ave N.E.	Atlanta	Fulton	GA	30308	Full Service Brick and Mortar Office
543.	SunTrust Bank	303 Peachtree Street, Northeast	Atlanta	Fulton	GA	30308	Full Service Brick and Mortar Office
544.	West Peachtree Branch <sup>3</sup>	756 W Peachtree St NW	Atlanta	Fulton	GA	30308	Full Service Brick and Mortar Office
545.	Pershing Point Branch	1503 Peachtree Street, N.E.	Atlanta	Fulton	GA	30309	Full Service Brick and Mortar Office
546.	Centennial Place Office	523 Luckie Street	Atlanta	Fulton	GA	30313	Full Service Brick and Mortar Office
547.	Westside Village Branch	825 Martin Luther King Jr. Drive	Atlanta	Fulton	GA	30314	Full Service Brick and Mortar Office
548.	Chattahoochee Branch	1221 Chattahoochee Avenue, N.W.	Atlanta	Fulton	GA	30318	Full Service Brick and Mortar Office
549.	Moore's Mill Branch	2275 Marietta Blvd Nw	Atlanta	Fulton	GA	30318	Full Service Brick and Mortar Office
550.	Hartsfield Jackson Airport	6000 N Terminal Pkwy, ATR S-4	Atlanta	Fulton	GA	30320	Full Service Brick and Mortar Office

<sup>3</sup> This reflects an "extension" that is scheduled to occur on April 26, 2019. The previous address was 712 W Peachtree Street.

#	Name	Address	City	County	State	ZIP	Service Type
551.	Morningside Heights Branch	1845 Piedmont Ave	Atlanta	Fulton	GA	30324	Full Service Brick and Mortar Office
552.	Atlanta Financial Center Branch	3353 Peachtree Rd Ne	Atlanta	Fulton	GA	30326	Full Service Brick and Mortar Office
553.	Northside Parkway Branch	3300 Northside Parkway, N.W.	Atlanta	Fulton	GA	30327	Full Service Brick and Mortar Office
554.	Northside Drive/I-285 Branch	5550 Northside Drive, N.W.	Atlanta	Fulton	GA	30327	Full Service Brick and Mortar Office
555.	Sandy Springs Branch	6240 Roswell Road	Atlanta	Fulton	GA	30328	Full Service Brick and Mortar Office
556.	Abernathy Square Branch	6615 Roswell Road	Atlanta	Fulton	GA	30328	Full Service Retail Office
557.	Cascade Branch	1165 Fairburn Rd	Atlanta	Fulton	GA	30331	Full Service Brick and Mortar Office
558.	Greenbriar Branch	3170 Greenbriar Parkway, S.W.	Atlanta	Fulton	GA	30331	Full Service Brick and Mortar Office
559.	Tuxedo Roswell Branch	3700 Roswell Road N.E.	Atlanta	Fulton	GA	30342	Full Service Brick and Mortar Office
560.	Colony Square Branch	1175 Peachtree Street, N.E.	Atlanta	Fulton	GA	30361	Full Service Brick and Mortar Office
561.	Historic Downtown College Park Branch	3857 Main Street	College Park	Fulton	GA	30337	Full Service Brick and Mortar Office
562.	Camp Creek Parkway Branch	3510 Camp Creek Pkwy	East Point	Fulton	GA	30344	Full Service Brick and Mortar Office
563.	Medlock Bridge Branch	9600 Medlock Bridge Road	Johns Creek	Fulton	GA	30097	Full Service Brick and Mortar Office
564.	Hardscrable Branch	1120 Woodstock Rd	Roswell	Fulton	GA	30075	Full Service Brick and Mortar Office
565.	Roswell Branch	616 Holcomb Bridge Road	Roswell	Fulton	GA	30076	Full Service Brick and Mortar Office
566.	Hammond Square/Perimeter Branch	1100 Hammond Drive #300	Sandy Springs	Fulton	GA	30328	Full Service Retail Office
567.	Dunwoody Place Branch	8725 Roswell Road	Sandy Springs	Fulton	GA	30350	Full Service Retail Office
568.	Union Station Mall Branch	4601 Jonesboro Road	Union City	Fulton	GA	30291	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
569.	Brunswick Main Office Branch	700 Gloucester Street	Brunswick	Glynn	GA	31520	Full Service Brick and Mortar Office
570.	Golden Isles Plaza Branch	86 Golden Isles Plaza	Brunswick	Glynn	GA	31520	Full Service Brick and Mortar Office
571.	Demere Road Branch	2203 Demere Road	Saint Simons Island	Glynn	GA	31522	Full Service Brick and Mortar Office
572.	Sea Island Road Branch	501 Sea Island Road	Saint Simons Island	Glynn	GA	31522	Full Service Brick and Mortar Office
573.	Buford Wal-Mart Branch	3795 Buford Drive	Buford	Gwinnett	GA	30519	Full Service Retail Office
574.	Hamilton Mill North Branch	3480 Braselton Hwy	Dacula	Gwinnett	GA	30019	Full Service Brick and Mortar Office
575.	Dacula Village Branch	792 Dacula Rd	Dacula	Gwinnett	GA	30019	Full Service Brick and Mortar Office
576.	Gwinnett Place Branch	2171 Pleasant Hill Road	Duluth	Gwinnett	GA	30096	Full Service Brick and Mortar Office
577.	Sugarloaf Marketplace Branch	2260 Peachtree Industrial Blvd	Duluth	Gwinnett	GA	30097	Full Service Brick and Mortar Office
578.	First National Bank Of Gwinnett Branch	2734 Meadow Church Road	Duluth	Gwinnett	GA	30097	Full Service Brick and Mortar Office
579.	Grayson Branch	1949 Rosebud Rd	Grayson	Gwinnett	GA	30017	Full Service Brick and Mortar Office
580.	Merton Walk Branch	911 Duluth Highway	Lawrenceville	Gwinnett	GA	30043	Full Service Retail Office
581.	Club Drive Branch	3590 Club Drive	Lawrenceville	Gwinnett	GA	30044	Full Service Brick and Mortar Office
582.	Lawrenceville Branch	4095 Sugarloaf Parkway	Lawrenceville	Gwinnett	GA	30044	Full Service Brick and Mortar Office
583.	Gwinnett Medical Center Branch	701 Duluth Hwy	Lawrenceville	Gwinnett	GA	30046	Full Service Brick and Mortar Office
584.	Lilburn Wal-Mart Branch	4004 Lawrenceville Hwy Nw	Lilburn	Gwinnett	GA	30047	Full Service Retail Office
585.	Five Forks Corners Branch	4009 Five Forks Trickum Road	Lilburn	Gwinnett	GA	30047	Full Service Brick and Mortar Office
586.	North Logan Commons Branch	4064 Atlanta Highway	Loganville	Gwinnett	GA	30052	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
587.	Jimmy Carter West Branch	5950 Jimmy Carter Boulevard	Norcross	Gwinnett	GA	30071	Full Service Brick and Mortar Office
588.	Berkeley Lake Branch	4601 Peachtree Industrial Boulevard	Norcross	Gwinnett	GA	30092	Full Service Brick and Mortar Office
589.	Peachtree Corners Branch	6095 Peachtree Industrial Boulevard	Norcross	Gwinnett	GA	30092	Full Service Brick and Mortar Office
590.	Scenic Promenade Branch	1689 Scenic Hwy N	Snellville	Gwinnett	GA	30078	Full Service Retail Office
591.	Meginnis Crossing Branch	1000 Peachtree Industrial Boulevard	Suwanee	Gwinnett	GA	30024	Full Service Retail Office
592.	Suwanee Creek Branch	3287 Lawrenceville Suwanee Road	Suwanee	Gwinnett	GA	30024	Full Service Brick and Mortar Office
593.	Friendship Road Branch	4890 Golden Parkway	Buford	Hall	GA	30518	Full Service Brick and Mortar Office
594.	Stonebridge Village Branch	4676 Hog Mountain Road	Flowery Branch	Hall	GA	30542	Full Service Brick and Mortar Office
595.	Gainesville Main Branch	121 E.E. Butler Parkway	Gainesville	Hall	GA	30501	Full Service Brick and Mortar Office
596.	Shallowford Road Branch	355 Shallowford Road	Gainesville	Hall	GA	30501	Full Service Brick and Mortar Office
597.	North Hall Branch	3640 Thompson Bridge Road	Gainesville	Hall	GA	30506	Full Service Brick and Mortar Office
598.	Oakwood Branch	3725 Mundy Mill Rd	Oakwood	Hall	GA	30566	Full Service Brick and Mortar Office
599.	Mcdonough West Branch	942 Highway 81 East	Mcdonough	Henry	GA	30252	Full Service Brick and Mortar Office
600.	Henry Town Center Branch	1860 Jonesboro Road	Mcdonough	Henry	GA	30253	Full Service Brick and Mortar Office
601.	Stockbridge Branch	4986 North Henry Boulevard	Stockbridge	Henry	GA	30281	Full Service Brick and Mortar Office
602.	Eagles Landing Branch	909 Eagles Landing Parkway	Stockbridge	Henry	GA	30281	Full Service Retail Office
603.	Eagles Landing North Branch	980 Eagles Landing Pkwy	Stockbridge	Henry	GA	30281	Full Service Brick and Mortar Office
604.	Galleria Branch	125 South Houston Lake Road	Warner Robins	Houston	GA	31088	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
605.	Houston Crossing	872 Highway 96	Warner Robins	Houston	GA	31088	Full Service Brick and Mortar Office
606.	Lee County Branch	1559 Us Hwy 195	Leesburg	Lee	GA	31763	Full Service Brick and Mortar Office
607.	Valdosta Wal-Mart Branch	340 Norman Drive	Valdosta	Lowndes	GA	31601	Full Service Retail Office
608.	Lumpkin County Bank Branch	111 South Chestatee Street	Dahlonega	Lumpkin	GA	30533	Full Service Brick and Mortar Office
609.	Jackson Branch	201 Jackson Street	Thomson	Mcduffie	GA	30824	Full Service Brick and Mortar Office
610.	Main Branch	286 Hancock Street	Madison	Morgan	GA	30650	Full Service Brick and Mortar Office
611.	Columbus Branch	1246 First Avenue	Columbus	Muscogee	GA	31901	Full Service Brick and Mortar Office
612.	Bradley Park Branch	1645 Bradley Park Drive	Columbus	Muscogee	GA	31904	Full Service Brick and Mortar Office
613.	Cross Country Branch	2050 Auburn Avenue	Columbus	Muscogee	GA	31906	Full Service Brick and Mortar Office
614.	Milgen Plaza Branch	5435 Woodruff Farm Rd	Columbus	Muscogee	GA	31907	Full Service Retail Office
615.	Peachtree Branch	3491 Courtyard Way	Columbus	Muscogee	GA	31909	Full Service Brick and Mortar Office
616.	Covington Kroger Branch	3139 Highway 278 Ne	Covington	Newton	GA	30014	Full Service Brick and Mortar Office
617.	Butler's Crossing Publix Branch	2061 Experiment Station Road	Watkinsville	Oconee	GA	30677	Full Service Retail Office
618.	New Dallas Branch	276 Merchants Drive	Dallas	Paulding	GA	30132	Full Service Brick and Mortar Office
619.	Hiram Pavilion Branch	42 Metromont Rd	Hiram	Paulding	GA	30141	Full Service Brick and Mortar Office
620.	Cedartown Branch	632 North Main Street	Cedartown	Polk	GA	30125	Full Service Brick and Mortar Office
621.	Rockmart Branch	500 East Elm Street	Rockmart	Polk	GA	30153	Full Service Brick and Mortar Office
622.	Eatonton Branch	1105 Lake Oconee Parkway, Ne	Eatonton	Putnam	GA	31024	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
623.	Broad Street Branch	801 Broad Street	Augusta	Richmond	GA	30901	Full Service Brick and Mortar Office
624.	Walton Way Branch	1602 Walton Way	Augusta	Richmond	GA	30904	Full Service Brick and Mortar Office
625.	Peach Orchard Road Branch	2625 Peach Orchard Road	Augusta	Richmond	GA	30906	Full Service Brick and Mortar Office
626.	Daniel Village Branch	2815 Wrightsboro Road	Augusta	Richmond	GA	30909	Full Service Brick and Mortar Office
627.	Washington Road Branch/Agusta	2901 Washington Road	Augusta	Richmond	GA	30909	Full Service Brick and Mortar Office
628.	Court Square Branch	930 Main Street	Conyers	Rockdale	GA	30012	Full Service Brick and Mortar Office
629.	Highway 138 Branch	1530 Highway 138	Conyers	Rockdale	GA	30013	Full Service Brick and Mortar Office
630.	Honey Creek Branch	3590 Highway 20, South	Conyers	Rockdale	GA	30013	Full Service Brick and Mortar Office
631.	Thomasville Branch	14 Williamsburg Avenue	Thomasville	Thomas	GA	31792	Full Service Brick and Mortar Office
632.	Tifton Branch	200 John Howard St	Tifton	Tift	GA	31794	Full Service Brick and Mortar Office
633.	Lagrange Main Branch	301 Church Street	Lagrange	Troup	GA	30240	Full Service Brick and Mortar Office
634.	Shoppes Of Monroe Branch	1990 W Spring St	Monroe	Walton	GA	30655	Full Service Brick and Mortar Office
635.	Satilla Square Branch	1807 Knight Avenue	Waycross	Ware	GA	31501	Full Service Brick and Mortar Office
636.	Jesup Branch	175 South Macon Street	Jesup	Wayne	GA	31545	Full Service Brick and Mortar Office
637.	Dalton Branch - 974	2545 East Walnut Avenue	Dalton	Whitfield	GA	30721	Full Service Retail Office
638.	Sylvester Branch	201 North Isabella Street	Sylvester	Worth	GA	31791	Full Service Brick and Mortar Office
639.	Annapolis Branch	2122 Generals Hwy	Annapolis	Anne Arundel	MD	21401	Full Service Brick and Mortar Office
640.	Parole Branch	2350 Solomon Island	Annapolis	Anne Arundel	MD	21401	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
641.	Crofton Station Branch	1163 Maryland Route 3	Gambrills	Anne Arundel	MD	21054	Full Service Brick and Mortar Office
642.	Glen Burnie Branch <sup>4</sup>	6707-A Ritchie Highway	Glen Burnie	Anne Arundel	MD	21061	Full Service Brick and Mortar Office
643.	Arundel Mills Safeway Branch	7643 Arundel Mills Blvd	Hanover	Anne Arundel	MD	21076	Full Service Retail Office
644.	Magothy Gateway Office Branch	155 Ritchie Highway	Severna Park	Anne Arundel	MD	21146	Full Service Brick and Mortar Office
645.	Greenspring Branch	2825 Smith Avenue	Baltimore	Baltimore	MD	21209	Full Service Brick and Mortar Office
646.	Waterview Town Center Branch	111 Orville Rd	Baltimore	Baltimore	MD	21221	Full Service Brick and Mortar Office
647.	Arbutus Plaza Branch	1070 A Maiden Choice Lane	Baltimore	Baltimore	MD	21229	Full Service Brick and Mortar Office
648.	White Marsh Branch	5260 Campbell Boulevard	Baltimore	Baltimore	MD	21236	Full Service Brick and Mortar Office
649.	Perry Hall Branch	8704 Belair Road	Baltimore	Baltimore	MD	21236	Full Service Brick and Mortar Office
650.	Loch Raven Branch	1608 East Joppa Rd	Baltimore	Baltimore	MD	21286	Full Service Brick and Mortar Office
651.	Catonsville Branch	612 Frederick Road	Catonsville	Baltimore	MD	21228	Full Service Brick and Mortar Office
652.	Cockeysville Branch	9701 York Road	Cockeysville	Baltimore	MD	21030	Full Service Brick and Mortar Office
653.	Dundalk Branch	1406 Merritt Blvd	Dundalk	Baltimore	MD	21222	Full Service Brick and Mortar Office
654.	Hunt Valley Branch	124 Shawan Rd	Hunt Valley	Baltimore	MD	21030	Full Service Brick and Mortar Office
655.	Owings Mills Safeway Branch	10335 Reisterstown Road	Owings Mills	Baltimore	MD	21117	Full Service Retail Office
656.	Phoenix Branch	14300 Jarrettsville Pike	Phoenix	Baltimore	MD	21131	Full Service Brick and Mortar Office
657.	Pikesville Branch	1704 Reisterstown Road	Pikesville	Baltimore	MD	21208	Full Service Brick and Mortar Office

<sup>4</sup> This branch is scheduled to open on May 24, 2019.

#	Name	Address	City	County	State	ZIP	Service Type
658.	Reisterstown Branch	11704 Reisterstown Road	Reisterstown	Baltimore	MD	21136	Full Service Brick and Mortar Office
659.	Mays Chapel Branch	12254 Tullamore Road	Timonium	Baltimore	MD	21093	Full Service Brick and Mortar Office
660.	York & Washington Branch	627 York Road	Towson	Baltimore	MD	21204	Full Service Brick and Mortar Office
661.	East Baltimore Street Branch	120 East Baltimore Street	Baltimore	Baltimore City	MD	21202	Full Service Brick and Mortar Office
662.	Hampden Hall Branch	929 W 36th St	Baltimore	Baltimore City	MD	21211	Full Service Brick and Mortar Office
663.	Belvedere Square Branch	548 E Belvedere Ave	Baltimore	Baltimore City	MD	21212	Full Service Brick and Mortar Office
664.	Boston Street Branch	2400 Boston Street, Suite 110	Baltimore	Baltimore City	MD	21224	Full Service Brick and Mortar Office
665.	Anchor Square Branch	6520 Eastern Ave	Baltimore	Baltimore City	MD	21224	Full Service Brick and Mortar Office
666.	Dunkirk Branch	10500 Southern Maryland Boulevard	Dunkirk	Calvert	MD	20754	Full Service Brick and Mortar Office
667.	Prince Frederick Branch	597 Solomons Island Road North	Prince Frederick	Calvert	MD	20678	Full Service Brick and Mortar Office
668.	Mount Airy Safeway Branch	337 E Ridgeville Blvd	Mount Airy	Carroll	MD	21771	Full Service Retail Office
669.	Westminster Branch	747 Baltimore Boulevard	Westminster	Carroll	MD	21157	Full Service Brick and Mortar Office
670.	La Plata Safeway Branch	40 Shining Willow Way	La Plata	Charles	MD	20646	Full Service Retail Office
671.	Waldorf Branch	3070 Leonardtown Road	Waldorf	Charles	MD	20601	Full Service Brick and Mortar Office
672.	Rosemont Branch	1700 Rosemont Avenue	Frederick	Frederick	MD	21702	Full Service Brick and Mortar Office
673.	Green Valley Branch	11323 Fingerboard Road	Monrovia	Frederick	MD	21770	Full Service Brick and Mortar Office
674.	Bel Air Branch	221 South Main Street	Bel Air	Harford	MD	21014	Full Service Brick and Mortar Office
675.	Hickory Ridge Branch	6470 Freetown Road	Columbia	Howard	MD	21044	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
676.	Columbia East Branch	8200 Snowden River Pkwy	Columbia	Howard	MD	21045	Full Service Brick and Mortar Office
677.	Ellicott City Branch	9080 Baltimore National Pike	Ellicott City	Howard	MD	21042	Full Service Brick and Mortar Office
678.	Maple Lawn Branch	7405 Maple Lawn Boulevard	Fulton	Howard	MD	20759	Full Service Brick and Mortar Office
679.	Wildwood Manor Branch	10415 Old Georgetown Road	Bethesda	Montgomery	MD	20814	Full Service Brick and Mortar Office
680.	Bethesda Element 28 Branch	7535 Old Georgetown Rd	Bethesda	Montgomery	MD	20814	Full Service Brick and Mortar Office
681.	Westwood Branch	5450 Westbard Avenue	Bethesda	Montgomery	MD	20816	Full Service Brick and Mortar Office
682.	Burtonsville Office Park Branch	3901 National Drive	Burtonsville	Montgomery	MD	20866	Full Service Brick and Mortar Office
683.	Friendship Heights	5418 Wisconsin Ave	Chevy Chase	Montgomery	MD	20815	Full Service Brick and Mortar Office
684.	Chevy Chase Lake Branch	8510 Connecticut Avenue	Chevy Chase	Montgomery	MD	20815	Full Service Brick and Mortar Office
685.	Damascus Branch	9916 Main Street	Damascus	Montgomery	MD	20872	Full Service Brick and Mortar Office
686.	Shady Grove Road Branch	16000 Shady Grove Road	Gaithersburg	Montgomery	MD	20877	Full Service Brick and Mortar Office
687.	Muddy Branch	800 Muddy Br Road	Gaithersburg	Montgomery	MD	20878	Full Service Brick and Mortar Office
688.	Flower Hill Branch	18200flower Hill Way	Gaithersburg	Montgomery	MD	20879	Full Service Brick and Mortar Office
689.	Germantown Branch	12605 Wisteria Drive	Germantown	Montgomery	MD	20874	Full Service Brick and Mortar Office
690.	Darnestown Branch	14112 Darnestown Road	Germantown	Montgomery	MD	20874	Full Service Brick and Mortar Office
691.	Kensington Branch	3740 University Boulevard, West	Kensington	Montgomery	MD	20895	Full Service Brick and Mortar Office
692.	Montgomery Village Branch	19134 Montgomery Village Ave.	Montgomery Village	Montgomery	MD	20886	Full Service Brick and Mortar Office
693.	Olney Branch	18110 Village Mart Drive	Olney	Montgomery	MD	20832	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
694.	Cabin John Branch	7969 Tuckerman Lane	Potomac	Montgomery	MD	20854	Full Service Brick and Mortar Office
695.	Potomac/Falls Road Branch	9812 Falls Road	Potomac	Montgomery	MD	20854	Full Service Brick and Mortar Office
696.	Rockville Town Square Branch	100 Gibbs St Unit A	Rockville	Montgomery	MD	20850	Full Service Brick and Mortar Office
697.	Fallsgrove Safeway Branch	14939 Shady Grove Road	Rockville	Montgomery	MD	20850	Full Service Retail Office
698.	The Galvan Branch	1800 Rockville Pike	Rockville	Montgomery	MD	20852	Full Service Brick and Mortar Office
699.	Rock Creek Village Branch	5504 Norbeck Rd	Rockville	Montgomery	MD	20853	Full Service Brick and Mortar Office
700.	Kemp Mill Branch	1371 Lambertson Drive	Silver Spring	Montgomery	MD	20902	Full Service Brick and Mortar Office
701.	Hillandale Branch	1700 Elton Rd	Silver Spring	Montgomery	MD	20903	Full Service Brick and Mortar Office
702.	Orchard Center	12052 Cherry Hill Road	Silver Spring	Montgomery	MD	20904	Full Service Brick and Mortar Office
703.	Cloverly Safeway Branch	15411 New Hampshire Avenue	Silver Spring	Montgomery	MD	20905	Full Service Retail Office
704.	Aspen Hill Branch	13975 Connecticut Ave.	Silver Spring	Montgomery	MD	20906	Full Service Brick and Mortar Office
705.	Leisure World Branch	3876 International Drive	Silver Spring	Montgomery	MD	20906	Full Service Brick and Mortar Office
706.	Silver Spring Branch	8700 Georgia Avenue	Silver Spring	Montgomery	MD	20910	Full Service Brick and Mortar Office
707.	Glenmont Branch	12325 Georgia Avenue	Silver Spring	Montgomery	MD	20906	Full Service Brick and Mortar Office
708.	Takoma Park Branch	6931 Laurel Avenue	Takoma Park	Montgomery	MD	20912	Full Service Brick and Mortar Office
709.	Manokeek Village Branch	405 Manning Road East	Accokeek	Prince George's	MD	20607	Full Service Brick and Mortar Office
710.	Adelphi University Branch	2520 University Boulevard East	Adelphi	Prince George's	MD	20783	Full Service Brick and Mortar Office
711.	Avondale Branch	1900 Queens Chapel Road	Avondale	Prince George's	MD	20782	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
712.	Calverton Branch	11735 Beltsville Drive	Beltsville	Prince George's	MD	20705	Full Service Brick and Mortar Office
713.	Bladensburg Branch	4805 Annapolis Road	Bladensburg	Prince George's	MD	20710	Full Service Brick and Mortar Office
714.	West Bowie Branch	6106 Laurel-Bowie Road	Bowie	Prince George's	MD	20715	Full Service Brick and Mortar Office
715.	Brandywine Crossing Branch	15924 S Crain Highway	Brandywine	Prince George's	MD	20613	Full Service Brick and Mortar Office
716.	Clinton Branch	8924 Woodyard Rd	Clinton	Prince George's	MD	20735	Full Service Brick and Mortar Office
717.	Branchville Branch	5600 Greenbelt Road	College Park	Prince George's	MD	20740	Full Service Brick and Mortar Office
718.	Pen-Mar Branch	3550 Donnell Drive	Forestville	Prince George's	MD	20747	Full Service Brick and Mortar Office
719.	Fort Washington Branch	10801 Indian Head Hwy	Fort Washington	Prince George's	MD	20744	Full Service Brick and Mortar Office
720.	Greenbelt Road Branch	7701 Greenbelt Road, Suite 110	Greenbelt	Prince George's	MD	20770	Full Service Brick and Mortar Office
721.	Pg Plaza	3500 East-West Highway	Hyattsville	Prince George's	MD	20782	Full Service Brick and Mortar Office
722.	Lanham Branch	9411 Annapolis Road	Lanham	Prince George's	MD	20706	Full Service Brick and Mortar Office
723.	Largo Town Center Branch	1010 Largo Center Drive	Largo	Prince George's	MD	20774	Full Service Brick and Mortar Office
724.	Laurel Lakes Branch	14070 Baltimore Avenue	Laurel	Prince George's	MD	20707	Full Service Brick and Mortar Office
725.	Carrollton Branch	7788 Riverdale Road	New Carrollton	Prince George's	MD	20784	Full Service Brick and Mortar Office
726.	Eastover Branch	41 Audrey Lane	Oxon Hill	Prince George's	MD	20745	Full Service Brick and Mortar Office
727.	Camp Springs Branch	7106 Temple Hills Road	Temple Hills	Prince George's	MD	20748	Full Service Brick and Mortar Office
728.	Riverdale Park Branch	4415 East-West Hwy	Riverdale	Prince George's	MD	20737	Full Service Brick and Mortar Office
729.	Osborne Road Branch	7620 S Osborne Road	Upper Marlboro	Prince George's	MD	20772	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
730.	Watkins Park Branch	24 Watkins Park Drive	Upper Marlboro	Prince George's	MD	20774	Full Service Brick and Mortar Office
731.	Kent Towne Safeway Branch	1925 Main St	Chester	Queen Anne's	MD	21619	Full Service Retail Office
732.	First Colony Branch	45156 First Colony Way	California	St. Mary's	MD	20619	Full Service Brick and Mortar Office
733.	Charlotte Hall Branch	29946 Three Notch Rd	Charlotte Hall	St. Mary's	MD	20622	Full Service Brick and Mortar Office
734.	Easton Branch	30 North Harrison Street	Easton	Talbot	MD	21601	Full Service Brick and Mortar Office
735.	Salisbury Branch	306 Carroll Street	Salisbury	Wicomico	MD	21801	Full Service Brick and Mortar Office
736.	Ocean City Branch	5702 Coastal Highway	Ocean City	Worcester	MD	21842	Full Service Brick and Mortar Office
737.	Horn Lake Branch	7251 Interstate Boulevard	Horn Lake	Desoto	MS	38637	Full Service Retail Office
738.	Olive Branch	7427 Goodman Road	Olive Branch	Desoto	MS	38654	Full Service Retail Office
739.	Southaven	1965 Goodman Road E	Southaven	Desoto	MS	38671	Full Service Brick and Mortar Office
740.	Waterford Branch	1175 University Drive	Burlington	Alamance	NC	27215	Full Service Brick and Mortar Office
741.	South Church Street Branch 181	2405 South Church Street	Burlington	Alamance	NC	27215	Full Service Brick and Mortar Office
742.	Graham Main Branch 230	236 South Main Street	Graham	Alamance	NC	27253	Full Service Brick and Mortar Office
743.	Mebane Branch 450	204 West Center Street	Mebane	Alamance	NC	27302	Full Service Brick and Mortar Office
744.	Leland Branch	1100 Town Lake Dr	Leland	Brunswick	NC	28451	Full Service Brick and Mortar Office
745.	Arden Branch 584	2397 Hendersonville Road	Arden	Buncombe	NC	28704	Full Service Brick and Mortar Office
746.	North Asheville Branch 194	711 Merrimon Avenue	Asheville	Buncombe	NC	28804	Full Service Brick and Mortar Office
747.	East Asheville Branch 192	771 Tunnel Road	Asheville	Buncombe	NC	28805	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
748.	Smoky Park Highway Branch 190	159 Smoky Park Highway	Asheville	Buncombe	NC	28806	Full Service Brick and Mortar Office
749.	Black Mountain Main Branch 186	200 Nc Highway 9	Black Mountain	Buncombe	NC	28711	Full Service Brick and Mortar Office
750.	Weaverville Branch 148	160 Weaver Boulevard	Weaverville	Buncombe	NC	28787	Full Service Brick and Mortar Office
751.	Morganton Main Branch 198	300 North Green Street	Morganton	Burke	NC	28655	Full Service Brick and Mortar Office
752.	Union Branch 663	31 Union Street North	Concord	Cabarrus	NC	28025	Full Service Brick and Mortar Office
753.	Parkdale Branch	276 Concord Pkwy S	Concord	Cabarrus	NC	28027	Full Service Brick and Mortar Office
754.	Cannon Crossroads Branch	9920 Poplar Tent Rd	Concord	Cabarrus	NC	28027	Full Service Brick and Mortar Office
755.	Caldwell Crossing Branch	12198 University City Blvd	Harrisburg	Cabarrus	NC	28075	Full Service Brick and Mortar Office
756.	Cannon Boulevard Branch 669	970 South Cannon Boulevard	Kannapolis	Cabarrus	NC	28083	Full Service Brick and Mortar Office
757.	Mulberry Branch 142	110 Mulberry Street, Southwest	Lenoir	Caldwell	NC	28645	Full Service Brick and Mortar Office
758.	Hickory Viewmont Branch	1625 North Center Street	Hickory	Catawba	NC	28601	Full Service Brick and Mortar Office
759.	Ferrington Branch	2009 Ferrington Village Center	Pittsboro	Chatham	NC	27312	Full Service Brick and Mortar Office
760.	Pittsboro Branch 480	88 Hillsboro Street	Pittsboro	Chatham	NC	27312	Full Service Brick and Mortar Office
761.	Kings Mountain Branch 629	700 West King Street	Kings Mountain	Cleveland	NC	28086	Full Service Brick and Mortar Office
762.	Lexington Branch 578	106 North State Street	Lexington	Davidson	NC	27292	Full Service Brick and Mortar Office
763.	Hillsdale Branch 464	5361 U.S. Highway 158	Advance	Davie	NC	27006	Full Service Brick and Mortar Office
764.	Mocksville Valley Rd. 465	880 Yadkinville Road	Mocksville	Davie	NC	27028	Full Service Brick and Mortar Office
765.	Northgate Branch 125	1516 North Gregson Street	Durham	Durham	NC	27701	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
766.	Downtown Durham	200 North Mangum Street	Durham	Durham	NC	27701	Full Service Brick and Mortar Office
767.	Sherron Corners	125 Sherron Rd	Durham	Durham	NC	27703	Full Service Brick and Mortar Office
768.	Bethesda Branch 102	1611 South Miami Boulevard	Durham	Durham	NC	27703	Full Service Brick and Mortar Office
769.	Riverview Branch 131	5112 North Roxboro Road	Durham	Durham	NC	27704	Full Service Brick and Mortar Office
770.	Croasdaile Branch 110	1821 Hillandale Road	Durham	Durham	NC	27705	Full Service Brick and Mortar Office
771.	Durham Festival Center Branch	3405 Hillsborough Rd Suite A-1	Durham	Durham	NC	27705	Full Service Brick and Mortar Office
772.	South Square Branch 132	4235 University Drive	Durham	Durham	NC	27707	Full Service Brick and Mortar Office
773.	Triangle Park Branch 134	2008 East Highway 54	Durham	Durham	NC	27713	Full Service Brick and Mortar Office
774.	Sutton Station Branch	5790 Fayetteville Road	Durham	Durham	NC	27713	Full Service Brick and Mortar Office
775.	Kernersville Branch 585	1000 South Main Street	Kernersville	Forsyth	NC	27284	Full Service Brick and Mortar Office
776.	Walkertown Main Branch 523	2820 Old Hollow Road	Walkertown	Forsyth	NC	27051	Full Service Brick and Mortar Office
777.	First Stratford Branch 565	101 South Stratford Road	Winston Salem	Forsyth	NC	27104	Full Service Brick and Mortar Office
778.	Medical Park Branch 572	2006 South Hawthorne Street	Winston Salem	Forsyth	NC	27103	Full Service Brick and Mortar Office
779.	Ogburn Station Branch 566	4306 North Liberty Street	Winston Salem	Forsyth	NC	27105	Full Service Brick and Mortar Office
780.	Reynolda Branch 568	2801 Reynolda Road	Winston Salem	Forsyth	NC	27106	Full Service Brick and Mortar Office
781.	Belmont Branch 281	118 North Main Street	Belmont	Gaston	NC	28012	Full Service Brick and Mortar Office
782.	Butner Branch	301 Central Avenue	Butner	Granville	NC	27509	Full Service Brick and Mortar Office
783.	Oxford Main Street Branch 470	140 West Main Street	Oxford	Granville	NC	27565	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
784.	Summit Avenue Branch 378	1201 Summit Avenue	Greensboro	Guilford	NC	27405	Full Service Brick and Mortar Office
785.	Lake Jeanette Branch	3521 N Elm St	Greensboro	Guilford	NC	27405	Full Service Brick and Mortar Office
786.	South Elm Street Branch 382	1601 South Elm Eugene Street	Greensboro	Guilford	NC	27406	Full Service Brick and Mortar Office
787.	Adams Farm Branch 373	5705 W Gate City Boulevard	Greensboro	Guilford	NC	27407	Full Service Brick and Mortar Office
788.	Battleground Branch 370	3227 Battleground Avenue	Greensboro	Guilford	NC	27408	Full Service Brick and Mortar Office
789.	Friendly Center Branch 372	628 Green Valley Road	Greensboro	Guilford	NC	27408	Full Service Brick and Mortar Office
790.	Guilford College Branch 381	612 College Road Guilford College	Greensboro	Guilford	NC	27410	Full Service Brick and Mortar Office
791.	Oak Hollow Branch	1301 East Chester Drive	High Point	Guilford	NC	27265	Full Service Brick and Mortar Office
792.	Stokesdale Branch 520	8401 Ivan	Stokesdale	Guilford	NC	27357	Full Service Brick and Mortar Office
793.	Summerfield Branch 521	4600 Us 220 North	Summerfield	Guilford	NC	27358	Full Service Brick and Mortar Office
794.	Ccb-Dunn Branch 355	2100 West Cumberland Street	Dunn	Harnett	NC	28334	Full Service Brick and Mortar Office
795.	Waynesville Branch	135 North Main Street	Waynesville	Haywood	NC	28786	Full Service Brick and Mortar Office
796.	Hendersonville Main Branch 196	222 South Main Street	Hendersonville	Henderson	NC	28792	Full Service Brick and Mortar Office
797.	Mooresville Branch	232 Williamson Rd	Mooresville	Iredell	NC	28117	Full Service Brick and Mortar Office
798.	King Drive Branch 251	101 South Kings Drive	Charlotte	Mecklenburg	NC	28204	Full Service Brick and Mortar Office
799.	Park Road Branch 257	4011 Park Road	Charlotte	Mecklenburg	NC	28209	Full Service Brick and Mortar Office
800.	Sharon Square	4777 Sharon Road	Charlotte	Mecklenburg	NC	28210	Full Service Brick and Mortar Office
801.	Cotswold Branch 256	207 South Sharon Amity Road	Charlotte	Mecklenburg	NC	28211	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
802.	South Boulevard Branch 253	5301 South Boulevard	Charlotte	Mecklenburg	NC	28217	Full Service Brick and Mortar Office
803.	Carmel Commons Branch 266	7801 Pineville-Matthews Road	Charlotte	Mecklenburg	NC	28226	Full Service Brick and Mortar Office
804.	Mallard Creek Branch 278	8121 Mallard Creek Road	Charlotte	Mecklenburg	NC	28262	Full Service Brick and Mortar Office
805.	Sardis Road Branch 275	1935 Galleria Boulevard	Charlotte	Mecklenburg	NC	28270	Full Service Brick and Mortar Office
806.	Rivergate Branch	12916 Walker Branch Road	Charlotte	Mecklenburg	NC	28273	Full Service Brick and Mortar Office
807.	Blakeney Branch	9836 Rea Road	Charlotte	Mecklenburg	NC	28277	Full Service Brick and Mortar Office
808.	Lake Norman Branch	9617 Holly Point Dr	Huntersville	Mecklenburg	NC	28078	Full Service Brick and Mortar Office
809.	Mckee Farms Branch	3126 Fincher Farm Rd	Matthews	Mecklenburg	NC	28105	Full Service Brick and Mortar Office
810.	John Street Branch 280	345 West John Street	Matthews	Mecklenburg	NC	28105	Full Service Brick and Mortar Office
811.	Oleander Branch 531&537	3904 Oleander Drive	Wilmington	New Hanover	NC	28403	Full Service Brick and Mortar Office
812.	Mayfaire Branch	6818 Parker Farm Dr	Wilmington	New Hanover	NC	28405	Full Service Brick and Mortar Office
813.	Monkey Junction Wilmington 545	5201 South College Road	Wilmington	New Hanover	NC	28412	Full Service Brick and Mortar Office
814.	Carrboro Branch	102 Nc Highway 54	Carrboro	Orange	NC	27510	Full Service Brick and Mortar Office
815.	Chapel Hill Blvd. Branch 202	1775 Dobbins Drive	Chapel Hill	Orange	NC	27514	Full Service Brick and Mortar Office
816.	University Mall Branch 204	201 South Estes Drive	Chapel Hill	Orange	NC	27514	Full Service Brick and Mortar Office
817.	West Franklin Street Branch	126 West Franklin Street	Chapel Hill	Orange	NC	27516	Full Service Brick and Mortar Office
818.	Hillsborough Central Branch 402	260 South Churton Street	Hillsborough	Orange	NC	27278	Full Service Brick and Mortar Office
819.	South Madison Branch 502	207 South Madison Boulevard	Roxboro	Person	NC	27573	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
820.	Asheboro Branch 160	272 North Fayetteville Street	Asheboro	Randolph	NC	27203	Full Service Brick and Mortar Office
821.	507 West Innes Street Branch 620	507 West Innes Street	Salisbury	Rowan	NC	28144	Full Service Brick and Mortar Office
822.	Avalon Drive Branch 625	105 Avalon Drive	Salisbury	Rowan	NC	28146	Full Service Brick and Mortar Office
823.	Statesville Boulevard Branch 627	2070 Statesville Boulevard	Salisbury	Rowan	NC	28147	Full Service Brick and Mortar Office
824.	Albemarle Branch 660	185 North First Street	Albemarle	Stanly	NC	28001	Full Service Brick and Mortar Office
825.	Indian Trail Branch	307 Unionville-Indian Trail Rd	Indian Trail	Union	NC	28079	Full Service Brick and Mortar Office
826.	Marshville Branch 672	103 East Main Street	Marshville	Union	NC	28103	Full Service Brick and Mortar Office
827.	Charlotte Avenue Branch 674	1908 Old Charlotte Highway	Monroe	Union	NC	28110	Full Service Brick and Mortar Office
828.	Hilltop Branch 675	791 East Roosevelt Boulevard	Monroe	Union	NC	28112	Full Service Brick and Mortar Office
829.	Cureton Branch	8109 Kensington Dr	Waxhaw	Union	NC	28173	Full Service Brick and Mortar Office
830.	Beaver Creek Branch	1200 Beaver Creek Commons Dr	Apex	Wake	NC	27502	Full Service Brick and Mortar Office
831.	Apex Branch 150	202 Salem Street	Apex	Wake	NC	27502	Full Service Brick and Mortar Office
832.	Kildaire Farm Road Branch 170	910 Kildaire Farm Road	Cary	Wake	NC	27511	Full Service Brick and Mortar Office
833.	North Harrison Branch 171	950 North Harrison Avenue	Cary	Wake	NC	27513	Full Service Brick and Mortar Office
834.	Preston Corners Branch 174	991 High House Road	Cary	Wake	NC	27513	Full Service Brick and Mortar Office
835.	Crescent Commons Branch	2062 Kildaire Farm Rd	Cary	Wake	NC	27518	Full Service Retail Office
836.	Fuquay Varina	1140 E Broad Street	Fuquay Varina	Wake	NC	27526	Full Service Brick and Mortar Office
837.	Holly Springs Branch	101 Village Walk Drive	Holly Springs	Wake	NC	27540	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
838.	Downtown Raleigh Branch	411 Fayetteville Street	Raleigh	Wake	NC	27601	Full Service Brick and Mortar Office
839.	Pinewinds Branch 422	118 Small Pine Drive	Raleigh	Wake	NC	27603	Full Service Brick and Mortar Office
840.	North Boulevard Branch 421	5135 N New Hope Road	Raleigh	Wake	NC	27604	Full Service Brick and Mortar Office
841.	Cameron Village-Clark Ave Branch 434	2101 Clark Avenue	Raleigh	Wake	NC	27605	Full Service Brick and Mortar Office
842.	North Hills Mall Branch	4261 The Circle At North Hills St	Raleigh	Wake	NC	27609	Full Service Brick and Mortar Office
843.	MLK Pine Hills Branch	1620 Martin Luther King Jr Blvd, Suite 112	Raleigh	Wake	NC	27610	Full Service Brick and Mortar Office
844.	Townridge Square Branch 426	4208 Pleasant Valley Road	Raleigh	Wake	NC	27612	Full Service Brick and Mortar Office
845.	Stonehenge Branch 432	7320 Creedmoor Road	Raleigh	Wake	NC	27613	Full Service Brick and Mortar Office
846.	Wakefield Plantation Branch 442	13341 New Falls Of Neuse Road	Raleigh	Wake	NC	27614	Full Service Brick and Mortar Office
847.	Harps Mill Road 425	7029 Harps Mill Road	Raleigh	Wake	NC	27615	Full Service Brick and Mortar Office
848.	Rolesville Branch 551	401 South Main Street	Rolesville	Wake	NC	27571	Full Service Brick and Mortar Office
849.	Harris Crossing Branch	13620 Capital Blvd	Wake Forest	Wake	NC	27587	Full Service Brick and Mortar Office
850.	Yadkin Branch 580	200 State Street	Yadkinville	Yadkin	NC	27055	Full Service Brick and Mortar Office
851.	Northtowne Branch 288	3898 Liberty Highway	Anderson	Anderson	SC	29621	Full Service Brick and Mortar Office
852.	Southbank Branch	907 North Main Street	Anderson	Anderson	SC	29621	Full Service Brick and Mortar Office
853.	Powdersville Branch 778	11001 Anderson Road	Piedmont	Anderson	SC	29673	Full Service Brick and Mortar Office
854.	Williamston Branch 776	1 N. Hamilton Ave	Williamston	Anderson	SC	29697	Full Service Brick and Mortar Office
855.	Sun City Branch	21 William Pope Dr	Bluffton	Beaufort	SC	29909	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
856.	Westbury Park Branch	2 Westbury Parkway	Bluffton	Beaufort	SC	29910	Full Service Brick and Mortar Office
857.	Indigo Run Branch	One Lafayette Place	Hilton Head Island	Beaufort	SC	29926	Full Service Brick and Mortar Office
858.	Greenwood Branch	2 Greenwood Drive	Hilton Head Island	Beaufort	SC	29928	Full Service Brick and Mortar Office
859.	Daniel Island Branch	162 Seven Farms Drive, Suite 200	Charleston	Berkeley	SC	29492	Full Service Brick and Mortar Office
860.	Goose Creek Branch	539 Saint James Ave	Goose Creek	Berkeley	SC	29445	Full Service Brick and Mortar Office
861.	East Bay Branch	276 E Bay St	Charleston	Charleston	SC	29401	Full Service Brick and Mortar Office
862.	Sam Rittenberg Branch	1923 Sam Rittenberg Boulevard	Charleston	Charleston	SC	29407	Full Service Brick and Mortar Office
863.	James Island Bi-Lo Branch	860 Folly Rd	Charleston	Charleston	SC	29412	Full Service Retail Office
864.	Mathis Ferry Branch	404 Johnnie Dodds Blvd	Mount Pleasant	Charleston	SC	29464	Full Service Brick and Mortar Office
865.	Ivy Hall Branch	3072 North Highway 17	Mount Pleasant	Charleston	SC	29466	Full Service Brick and Mortar Office
866.	North Charleston Branch	2089 Ashley Phosphate Road	North Charleston	Charleston	SC	29406	Full Service Brick and Mortar Office
867.	Coosaw Creek Branch	8610 Dorchester Rd	North Charleston	Dorchester	SC	29420	Full Service Brick and Mortar Office
868.	Summerville Branch	741 N Main St	Summerville	Dorchester	SC	29483	Full Service Brick and Mortar Office
869.	Mcbee Avenue Branch 701	300 East Mcbee Avenue	Greenville	Greenville	SC	29601	Full Service Brick and Mortar Office
870.	Augusta Road Branch 711	1715 Augusta Rd	Greenville	Greenville	SC	29605	Full Service Brick and Mortar Office
871.	Woodruff Road Branch 716	1610 Woodruff Road	Greenville	Greenville	SC	29607	Full Service Brick and Mortar Office
872.	201 S Pleasantburg Drive Branch 703	201 S Pleasantburg Drive	Greenville	Greenville	SC	29607	Full Service Brick and Mortar Office
873.	Wade Hampton Branch 705	2111 Wade Hampton Blvd	Greenville	Greenville	SC	29615	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
874.	Berea Branch 704	55 Farris Bridge Rd	Greenville	Greenville	SC	29617	Full Service Brick and Mortar Office
875.	Greer 2 Branch 712	655 W Wade Hampton	Greer	Greenville	SC	29650	Full Service Brick and Mortar Office
876.	Mauldin Branch 707	203 W. Butler Avenue	Mauldin	Greenville	SC	29662	Full Service Brick and Mortar Office
877.	Simpsonville Branch 762	124 Ne Main St	Simpsonville	Greenville	SC	29681	Full Service Brick and Mortar Office
878.	Laurens Branch 297	201 West Main Street	Laurens	Laurens	SC	29360	Full Service Brick and Mortar Office
879.	Seneca Branch 779	1439 Sandifer Blvd	Seneca	Oconee	SC	29678	Full Service Brick and Mortar Office
880.	Hwy 123(Lakeview Plaza) Branch 774	1051 Tiger Blvd	Clemson	Pickens	SC	29631	Full Service Brick and Mortar Office
881.	201 East First Avenue Branch 771	201 East First Avenue	Easley	Pickens	SC	29640	Full Service Brick and Mortar Office
882.	Pickens Branch 775	210 West Cedar Rock Street	Pickens	Pickens	SC	29671	Full Service Brick and Mortar Office
883.	Chesnee Branch 734	303 S. Alabama Avenue	Chesnee	Spartanburg	SC	29323	Full Service Brick and Mortar Office
884.	Inman Branch 731	24 S Main St	Inman	Spartanburg	SC	29349	Full Service Brick and Mortar Office
885.	Greenville Highway Branch	7801 Warren H. Abernathy Highway	Spartanburg	Spartanburg	SC	29301	Full Service Brick and Mortar Office
886.	Spartanburg Main Office	350 E. Henry St.	Spartanburg	Spartanburg	SC	29302	Full Service Brick and Mortar Office
887.	Hillcrest Branch 735	1742 E. Main St.	Spartanburg	Spartanburg	SC	29307	Full Service Brick and Mortar Office
888.	Clinton Branch	1110 N Charles G Seivers Blvd	Clinton	Anderson	TN	37716	Full Service Brick and Mortar Office
889.	Lake City Branch	506 South Main Street	Lake City	Anderson	TN	37769	Full Service Brick and Mortar Office
890.	Oak Ridge Branch	1188 Oak Ridge Turnpike	Oak Ridge	Anderson	TN	37830	Full Service Brick and Mortar Office
891.	Springbrook Branch	1107 N Hall Rd	Alcoa	Blount	TN	37701	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
892.	Foothills Branch	1804 W Broadway Ave	Maryville	Blount	TN	37801	Full Service Brick and Mortar Office
893.	Mouse Creek	655 Paul Huff Pkwy Nw	Cleveland	Bradley	TN	37312	Full Service Brick and Mortar Office
894.	Brentwood Branch	5030 Thoroughbred Lane	Brentwood	Davidson	TN	37027	Full Service Brick and Mortar Office
895.	Goodlettsville Mm 821	123 Northcreek Boulevard	Goodlettsville	Davidson	TN	37072	Full Service Retail Office
896.	Hermitage Branch	4809 Old Hickory Boulevard	Hermitage	Davidson	TN	37076	Full Service Brick and Mortar Office
897.	Joelton Branch	7185 Whites Creek Pike	Joelton	Davidson	TN	37080	Full Service Brick and Mortar Office
898.	Madison Branch	202 Gallatin Road, South	Madison	Davidson	TN	37115	Full Service Brick and Mortar Office
899.	West End Branch	210 21st Ave S	Nashville	Davidson	TN	37203	Full Service Brick and Mortar Office
900.	Melrose Branch	2531 Franklin Road	Nashville	Davidson	TN	37204	Full Service Brick and Mortar Office
901.	Belle Meade Branch	4308 Harding Road	Nashville	Davidson	TN	37205	Full Service Brick and Mortar Office
902.	East Nashville Branch	600 Gallatin Road	Nashville	Davidson	TN	37206	Full Service Brick and Mortar Office
903.	Dickerson Road Branch	3101 Dickerson Pike	Nashville	Davidson	TN	37207	Full Service Brick and Mortar Office
904.	North Nashville Branch	1201 Dr. Db Todd Jr Blvd	Nashville	Davidson	TN	37208	Full Service Brick and Mortar Office
905.	West Nashville Branch	4604 Charlotte Pike	Nashville	Davidson	TN	37209	Full Service Brick and Mortar Office
906.	Murfreesboro Road Branch	530 Murfreesboro Road	Nashville	Davidson	TN	37210	Full Service Brick and Mortar Office
907.	Woodbine Branch	2915 Nolensville Road	Nashville	Davidson	TN	37211	Full Service Brick and Mortar Office
908.	Nolensville Road Branch	4310 Nolensville Road	Nashville	Davidson	TN	37211	Full Service Brick and Mortar Office
909.	Sports And Entertainment Branch	1026 17th Ave S	Nashville	Davidson	TN	37212	Limited Service Administrative Office

#	Name	Address	City	County	State	ZIP	Service Type
910.	Hillsboro Village Branch	1605 Twenty-First Avenue South	Nashville	Davidson	TN	37212	Full Service Brick and Mortar Office
911.	Donelson Branch	2503 Lebanon Pike	Nashville	Davidson	TN	37214	Full Service Brick and Mortar Office
912.	Hobbs Road Branch	2104 Hobbs Road	Nashville	Davidson	TN	37215	Full Service Brick and Mortar Office
913.	Priest Lake Branch	2509 Murfreesboro Pike	Nashville	Davidson	TN	37217	Full Service Brick and Mortar Office
914.	Nashville Branch	401 Commerce St	Nashville	Davidson	TN	37219	Full Service Brick and Mortar Office
915.	Bellevue Branch	7121 Highway 70 South	Nashville	Davidson	TN	37221	Full Service Brick and Mortar Office
916.	Decherd Branch	1829 Decherd Boulevard	Decherd	Franklin	TN	37324	Full Service Brick and Mortar Office
917.	Pulaski Branch	222 West Madison Street	Pulaski	Giles	TN	38478	Full Service Brick and Mortar Office
918.	Morristown Branch	230 Dr Martin Luther King Jr Pkwy	Morristown	Hamblen	TN	37813	Full Service Brick and Mortar Office
919.	Alpha Branch	5716 West Andrew Johnson Highway	Morristown	Hamblen	TN	37814	Full Service Brick and Mortar Office
920.	Chattanooga Branch	736 Market Street	Chattanooga	Hamilton	TN	37402	Full Service Brick and Mortar Office
921.	West 10th Street Branch	110 West 10th Street	Chattanooga	Hamilton	TN	37402	Limited Service Facility Office
922.	East Third Street Branch	2201 East Third Street	Chattanooga	Hamilton	TN	37404	Full Service Brick and Mortar Office
923.	Bridgeview	6 Cherokee Blvd	Chattanooga	Hamilton	TN	37405	Full Service Brick and Mortar Office
924.	Rossville Branch	2801-09 East 48th Street	Chattanooga	Hamilton	TN	37407	Full Service Brick and Mortar Office
925.	Brainerd Branch	3535 Brainerd Road	Chattanooga	Hamilton	TN	37411	Full Service Brick and Mortar Office
926.	East Ridge Branch	4323 Ringgold Road	Chattanooga	Hamilton	TN	37412	Full Service Brick and Mortar Office
927.	Hixon Branch	1051 Ashland Terrace	Chattanooga	Hamilton	TN	37415	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
928.	Red Bank Branch	3513 Dayton Boulevard	Chattanooga	Hamilton	TN	37415	Full Service Brick and Mortar Office
929.	Highway 58 Branch	4614 Highway 58	Chattanooga	Hamilton	TN	37416	Full Service Brick and Mortar Office
930.	Lookout Valley Branch	101 Browns Ferry Road	Chattanooga	Hamilton	TN	37419	Full Service Brick and Mortar Office
931.	Gunbarrel Road Branch	1900 Gunbarrel Rd	Chattanooga	Hamilton	TN	37421	Full Service Brick and Mortar Office
932.	East Brainerd East Branch	8171 East Brainerd Road	Chattanooga	Hamilton	TN	37421	Full Service Brick and Mortar Office
933.	Lee Highway Branch	7001 Lee Highway	Chattanooga	Hamilton	TN	37421	Full Service Brick and Mortar Office
934.	Northgate Mall Branch	1969 Northpoint Boulevard	Hixson	Hamilton	TN	37343	Full Service Brick and Mortar Office
935.	Lookout Mountain Branch	802 Scenic Highway	Lookout Mountain	Hamilton	TN	37350	Full Service Brick and Mortar Office
936.	Snow Hill Branch	5970 Snow Hill Road	Ooltewah	Hamilton	TN	37363	Full Service Brick and Mortar Office
937.	Collegedale At Winn-Dixie Branch	9526 Apison Pike	Ooltewah	Hamilton	TN	37363	Full Service Brick and Mortar Office
938.	Signal Mountain Branch	1301 Taft Highway	Signal Mountain	Hamilton	TN	37377	Full Service Brick and Mortar Office
939.	North County Branch	9627 Dayton Pike	Soddy Daisy	Hamilton	TN	37379	Full Service Brick and Mortar Office
940.	Main Street Office	275 Main Street	Savannah	Hardin	TN	38372	Full Service Brick and Mortar Office
941.	Downtown Knoxville Branch	625 Gay Street	Knoxville	Knox	TN	37902	Full Service Brick and Mortar Office
942.	Powell Branch 344	6632 Clinton Highway	Knoxville	Knox	TN	37912	Full Service Brick and Mortar Office
943.	Merchants Road Branch	700 Merchants Road	Knoxville	Knox	TN	37912	Full Service Brick and Mortar Office
944.	Fountain City Branch	2915 Tazewell Pike	Knoxville	Knox	TN	37918	Full Service Brick and Mortar Office
945.	Bearden Branch	128 Northshore Drive	Knoxville	Knox	TN	37919	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
946.	West Town Branch	7610 Gleason Drive	Knoxville	Knox	TN	37919	Full Service Brick and Mortar Office
947.	Carson Pointe Branch	7426 Chapman Hwy	Knoxville	Knox	TN	37920	Full Service Brick and Mortar Office
948.	Northshore Branch	9541 South Northshore Drive	Knoxville	Knox	TN	37922	Full Service Brick and Mortar Office
949.	Financial Service Center Branch	9950 Kingston Pike	Knoxville	Knox	TN	37922	Full Service Brick and Mortar Office
950.	Cedar Bluff Branch	320 North Cedar Bluff Road	Knoxville	Knox	TN	37923	Full Service Brick and Mortar Office
951.	Carter Branch-0501	244 Andrew Johnson Highway	Knoxville	Knox	TN	37924	Full Service Brick and Mortar Office
952.	Farragut Branch	11441 Kingston Pike	Knoxville	Knox	TN	37934	Full Service Brick and Mortar Office
953.	Halls Branch	7302 Maynardville Pike	Knoxville	Knox	TN	37938	Full Service Brick and Mortar Office
954.	Industrial Park Branch	2021 North Locust Avenue	Lawrenceburg	Lawrence	TN	38464	Full Service Brick and Mortar Office
955.	Market Drive Branch	227 Market Drive	Lenoir City	Loudon	TN	37771	Full Service Brick and Mortar Office
956.	Northfield Branch	104 Heritage Park Dr	Murfreesboro	Rutherford	TN	37129	Full Service Brick and Mortar Office
957.	West Side Branch	2020 Old Fort Parkway	Murfreesboro	Rutherford	TN	37129	Full Service Brick and Mortar Office
958.	Murfreesboro Branch	1250 South Church St	Murfreesboro	Rutherford	TN	37130	Full Service Brick and Mortar Office
959.	Murfreesboro Downtown Branch	201 East Main Street	Murfreesboro	Rutherford	TN	37130	Full Service Brick and Mortar Office
960.	Smyrna Branch	189 South Lowry	Smyrna	Rutherford	TN	37167	Full Service Brick and Mortar Office
961.	Sam Ridley Parkway Branch	551 Sam Ridley Pkwy W	Smyrna	Rutherford	TN	37167	Full Service Brick and Mortar Office
962.	Sevierville Branch	611 Dolly Parton Parkway	Sevierville	Sevier	TN	37862	Full Service Brick and Mortar Office
963.	Stonebridge Crossing Branch	9005 Highway 64, Suite 105	Arlington	Shelby	TN	38002	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
964.	Bartlett Branch - 928	6633 Stage Road	Bartlett	Shelby	TN	38134	Full Service Brick and Mortar Office
965.	Schilling Farms Branch - 961	1175 West Poplar Avenue	Collierville	Shelby	TN	38017	Full Service Brick and Mortar Office
966.	Cordova Branch - 905	1136 North Germantown Parkway	Cordova	Shelby	TN	38016	Full Service Brick and Mortar Office
967.	Germantown Branch - 719	7770 Poplar Avenue	Germantown	Shelby	TN	38138	Full Service Brick and Mortar Office
968.	Poplar & Johnson Branch	9407 Poplar Avenue	Germantown	Shelby	TN	38138	Full Service Brick and Mortar Office
969.	Brinkley Plaza	80 Monroe Ave	Memphis	Shelby	TN	38103	Full Service Brick and Mortar Office
970.	Union Avenue - 902	1895 Union Avenue	Memphis	Shelby	TN	38104	Full Service Brick and Mortar Office
971.	Uptown Branch	600 A.W. Willis Avenue	Memphis	Shelby	TN	38105	Full Service Brick and Mortar Office
972.	Trezevant Manor Branch -903	177 North Highland	Memphis	Shelby	TN	38111	Limited Service Mobile Office
973.	Poplar-Highland Branch - 921	3441 Poplar Avenue	Memphis	Shelby	TN	38111	Full Service Brick and Mortar Office
974.	Hickory Ridge Branch 927	6073 Winchester Road	Memphis	Shelby	TN	38115	Full Service Brick and Mortar Office
975.	Brookhaven Branch - 908	3338 Elvis Presley Boulevard	Memphis	Shelby	TN	38116	Full Service Brick and Mortar Office
976.	Laurelwood Branch - 907	464 Perkins Street Extended	Memphis	Shelby	TN	38117	Full Service Brick and Mortar Office
977.	Parkway Village Branch - 914	4700 Knight-Arnold Road	Memphis	Shelby	TN	38118	Full Service Brick and Mortar Office
978.	Memphis Regional	999 S Shady Grove Rd	Memphis	Shelby	TN	38120	Full Service Brick and Mortar Office
979.	Cloverleaf Branch - 909	5049 Summer Avenue	Memphis	Shelby	TN	38122	Full Service Brick and Mortar Office
980.	Hacks Cross Branch 906	3585 Hacks Cross Road	Memphis	Shelby	TN	38125	Full Service Brick and Mortar Office
981.	Raleigh Springs Branch - 922	3550 Austin Peay Highway	Memphis	Shelby	TN	38128	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
982.	Lemoyne Owen Branch 911	990 College Park Drive, Suite 105	Memphis	Shelby	TN	38126	Limited Service Mobile Office
983.	Kingsport Financial Center	2060 Fort Henry Drive	Kingsport	Sullivan	TN	37664	Full Service Brick and Mortar Office
984.	Indian Lake Branch - 841	221 East Main Street	Hendersonville	Sumner	TN	37075	Full Service Brick and Mortar Office
985.	Market Street Medical Center Branch	1806 West Market Street	Johnson City	Washington	TN	37604	Full Service Brick and Mortar Office
986.	Johnson City Main Branch	207 Mockingbird Lane	Johnson City	Washington	TN	37604	Full Service Brick and Mortar Office
987.	Walnut Street Branch	426 West Walnut Street	Johnson City	Washington	TN	37604	Full Service Brick and Mortar Office
988.	Cool Springs Branch	1725 Mallory Lane	Brentwood	Williamson	TN	37027	Full Service Brick and Mortar Office
989.	Hill Center Branch	201 Franklin Rd	Brentwood	Williamson	TN	37027	Full Service Brick and Mortar Office
990.	Williamson Square Branch	1109 Murfreesboro Road	Franklin	Williamson	TN	37064	Full Service Brick and Mortar Office
991.	Cool Springs East Branch	731 Cool Springs East	Franklin	Williamson	TN	37067	Full Service Brick and Mortar Office
992.	Grassland Branch	2184 Hillsboro Road	Franklin	Williamson	TN	37069	Full Service Brick and Mortar Office
993.	Spring Hill Village Branch	4929 Main St	Spring Hill	Williamson	TN	37174	Full Service Brick and Mortar Office
994.	Lebanon Main Office Branch	240 West Main Street	Lebanon	Wilson	TN	37087	Full Service Brick and Mortar Office
995.	Mt. Juliet Branch	11359 Lebanon Road	Mount Juliet	Wilson	TN	37122	Full Service Brick and Mortar Office
996.	Small Business Lending Branch 746	1691 North Mount Juliet Road	Mount Juliet	Wilson	TN	37122	Full Service Brick and Mortar Office
997.	Onancock Branch	62 Market Street	Onancock	Accomack	VA	23417	Full Service Brick and Mortar Office
998.	Albemarle Square Branch	255 Albemarle Square	Charlottesville	Albemarle	VA	22901	Full Service Brick and Mortar Office
999.	Pantops Branch	142 Hansen Rd	Charlottesville	Albemarle	VA	22911	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
1000.	Mount Vernon Branch	2809 Mount Vernon Avenue	Alexandria	Alexandria City	VA	22301	Full Service Brick and Mortar Office
1001.	Bradlee Branch	3610 King Street	Alexandria	Alexandria City	VA	22302	Full Service Brick and Mortar Office
1002.	Landmark Branch	5701-B Duke Street	Alexandria	Alexandria City	VA	22304	Full Service Brick and Mortar Office
1003.	Duke Street Branch	3101 Duke Street	Alexandria	Alexandria City	VA	22314	Full Service Brick and Mortar Office
1004.	Old Town Branch	515 King Street	Alexandria	Alexandria City	VA	22314	Full Service Brick and Mortar Office
1005.	Madison Heights Branch	4482 South Amherst Highway	Madison Heights	Amherst	VA	24572	Full Service Brick and Mortar Office
1006.	Arlington Courthouse Branch	2121 15th St N	Arlington	Arlington	VA	22201	Full Service Brick and Mortar Office
1007.	Arlington Gateway Branch	901 N Glebe Road	Arlington	Arlington	VA	22203	Full Service Brick and Mortar Office
1008.	South Arlington Branch	3108 Columbia Pike	Arlington	Arlington	VA	22204	Full Service Brick and Mortar Office
1009.	East Falls Church Branch	6745 Lee Highway	Arlington	Arlington	VA	22205	Full Service Brick and Mortar Office
1010.	Lee Old Dominion Branch	4710 Lee Highway	Arlington	Arlington	VA	22207	Full Service Brick and Mortar Office
1011.	Bedford Branch 496	115 West Main Street	Bedford	Bedford	VA	24523	Full Service Brick and Mortar Office
1012.	Court Square Branch	402 Park Street	Charlottesville	Charlottesville City	VA	22902	Full Service Brick and Mortar Office
1013.	Barracks Branch	1201 Emmett Street N	Charlottesville	Charlottesville City	VA	22903	Full Service Retail Office
1014.	Ivy Road Branch	2117 Ivy Road	Charlottesville	Charlottesville City	VA	22903	Full Service Brick and Mortar Office
1015.	Volvo Parkway Branch	100 Volvo Parkway	Chesapeake	Chesapeake City	VA	23320	Full Service Brick and Mortar Office
1016.	Chesapeake Square Branch	4113 Portsmouth Boulevard	Chesapeake	Chesapeake City	VA	23321	Full Service Brick and Mortar Office
1017.	Great Bridge Branch	320 Battlefield Blvd S	Chesapeake	Chesapeake City	VA	23322	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
1018.	Ironbridge Branch	12020 Iron Bridge Road	Chester	Chesterfield	VA	23831	Full Service Brick and Mortar Office
1019.	Bermuda Square Branch	12551 Jefferson Davis Highway	Chester	Chesterfield	VA	23831	Full Service Brick and Mortar Office
1020.	Brandermill Branch	13001 Hull Street Road	Midlothian	Chesterfield	VA	23112	Full Service Brick and Mortar Office
1021.	Sycamore Square Branch	1348 Sycamore Square	Midlothian	Chesterfield	VA	23113	Full Service Brick and Mortar Office
1022.	Westchester Commons Branch	15601 City View Drive	Midlothian	Chesterfield	VA	23113	Full Service Brick and Mortar Office
1023.	Ampthill Branch	4830 Jefferson Davis Highway	Richmond	Chesterfield	VA	23234	Full Service Brick and Mortar Office
1024.	Pocono Crossing Branch	10300 Midlothian Turnpike	Richmond	Chesterfield	VA	23235	Full Service Brick and Mortar Office
1025.	Huguenot Village Branch	2065 Huguenot Road	Richmond	Chesterfield	VA	23235	Full Service Brick and Mortar Office
1026.	Southpark Branch	360 Charles H Dimmock Parkway	Colonial Heights	Colonial Heights City	VA	23834	Full Service Brick and Mortar Office
1027.	Culpeper Colonnade	15345 Creativity Drive	Culpeper	Culpeper	VA	22701	Full Service Brick and Mortar Office
1028.	Riverside Park Branch	5922 Richmond Highway	Alexandria	Fairfax	VA	22303	Full Service Brick and Mortar Office
1029.	Rose Hill Branch	6050 Rose Hill Drive, Suite 101	Alexandria	Fairfax	VA	22310	Full Service Brick and Mortar Office
1030.	Kingstowne Branch	5820 Kingstowne Center	Alexandria	Fairfax	VA	22315	Full Service Brick and Mortar Office
1031.	Annandale East Branch	4250 John Marr Drive	Annandale	Fairfax	VA	22003	Full Service Brick and Mortar Office
1032.	Kings Park Branch	5234 Rolling Rd	Burke	Fairfax	VA	22015	Full Service Brick and Mortar Office
1033.	Burke Branch	6052 Burke Commons Road	Burke	Fairfax	VA	22015	Full Service Brick and Mortar Office
1034.	Centreville Branch	14200-E Centreville Square	Centreville	Fairfax	VA	20121	Full Service Brick and Mortar Office
1035.	Pan Am Center Safeway Branch	3043 Nutley Street	Fairfax	Fairfax	VA	22031	Full Service Retail Office

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1036.	Circle Towers Branch	9401 Lee Highway	Fairfax	Fairfax	VA	22031	Full Service Brick and Mortar Office
1037.	Greenbriar Branch	13049 Lee Jackson Memorial Highway	Fairfax	Fairfax	VA	22033	Full Service Brick and Mortar Office
1038.	Crossroads Center Safeway Branch	5821 Crossroads Center	Falls Church	Fairfax	VA	22041	Full Service Retail Office
1039.	Seven Corners Branch	6300 Leesburg Pike	Falls Church	Fairfax	VA	22044	Full Service Brick and Mortar Office
1040.	Belvoir Branch	6075 Gorgas Road	Fort Belvoir	Fairfax	VA	22060	Full Service Brick and Mortar Office
1041.	Great Falls Branch	9912 Georgetown Pike	Great Falls	Fairfax	VA	22066	Full Service Brick and Mortar Office
1042.	Herndon Safeway Branch	413 Elden St	Herndon	Fairfax	VA	20170	Full Service Retail Office
1043.	Dulles Village Centerbranch	2401 Centreville Road	Herndon	Fairfax	VA	20171	Full Service Brick and Mortar Office
1044.	Gunston Plaza Branch	9400 Richmond Highway	Lorton	Fairfax	VA	22079	Full Service Brick and Mortar Office
1045.	McLean Branch	1301 Chain Bridge Road	McLean	Fairfax	VA	22101	Full Service Brick and Mortar Office
1046.	Plaza America Branch	11600 Plaza America Drive	Reston	Fairfax	VA	20190	Full Service Brick and Mortar Office
1047.	South Lakes Branch	11180 South Lakes Drive	Reston	Fairfax	VA	20191	Full Service Brick and Mortar Office
1048.	Springfield Branch	7205 Commerce Street	Springfield	Fairfax	VA	22150	Full Service Brick and Mortar Office
1049.	West Springfield Branch	6216 Rolling Road	Springfield	Fairfax	VA	22152	Full Service Brick and Mortar Office
1050.	West Vienna Branch	501 Maple Avenue West	Vienna	Fairfax	VA	22180	Full Service Brick and Mortar Office
1051.	Vienna Branch	515 Maple Avenue East	Vienna	Fairfax	VA	22180	Full Service Brick and Mortar Office
1052.	Tysons Branch	8219 Leesburg Pike	Vienna	Fairfax	VA	22182	Full Service Brick and Mortar Office
1053.	Fairfax City Branch	4020 University Drive	Fairfax	Fairfax City	VA	22030	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
1054.	Falls Church Branch	603 West Broad Street	Falls Church	Falls Church City	VA	22046	Full Service Brick and Mortar Office
1055.	Warrenton Branch	251 W Lee Hwy, Suite 680	Warrenton	Fauquier	VA	20186	Full Service Brick and Mortar Office
1056.	Smith Mountain Lake Branch 498	13264 Booker T. Washington Highway	Hardy	Franklin	VA	24101	Full Service Brick and Mortar Office
1057.	Rocky Mount Main Branch	260 South Main Street	Rocky Mount	Franklin	VA	24151	Full Service Brick and Mortar Office
1058.	Fox Mill Centre	6723 Fox Centre Parkway	Gloucester	Gloucester	VA	23061	Full Service Brick and Mortar Office
1059.	Manakin Branch	27 Broad Street Road	Manakin Sabot	Goochland	VA	23103	Full Service Brick and Mortar Office
1060.	South Boston Branch	410 Main Street	South Boston	Halifax	VA	24592	Full Service Brick and Mortar Office
1061.	Coliseum Crossing Branch	2155 Coliseum Drive	Hampton	Hampton City	VA	23666	Full Service Brick and Mortar Office
1062.	Olde Hampton Branch	2 East Queens Way	Hampton	Hampton City	VA	23669	Full Service Brick and Mortar Office
1063.	Willow Oaks Branch	75 Willow Oaks Boulevard	Hampton	Hampton City	VA	23669	Full Service Brick and Mortar Office
1064.	Doswell Branch	16131 Washington Highway	Doswell	Hanover	VA	23047	Full Service Brick and Mortar Office
1065.	Mechanicsville Branch	8028 Mechanicsville Pike	Mechanicsville	Hanover	VA	23111	Full Service Brick and Mortar Office
1066.	Rutland Commons Branch	9283 Chamberlayne Rd	Mechanicsville	Hanover	VA	23116	Full Service Brick and Mortar Office
1067.	Port Road Branch	1300 South Main Street	Harrisonburg	Harrisonburg City	VA	22801	Full Service Brick and Mortar Office
1068.	Market & Mason Branch	180 East Market Street	Harrisonburg	Harrisonburg City	VA	22801	Full Service Brick and Mortar Office
1069.	Virginia Center Marketplace Branch	10170 Brook Road	Glen Allen	Henrico	VA	23059	Full Service Brick and Mortar Office
1070.	Hickory Park Branch	11201 Nuckols Road	Glen Allen	Henrico	VA	23059	Full Service Brick and Mortar Office
1071.	Staples Mill Branch	4030 Glenside Drive	Richmond	Henrico	VA	23228	Full Service Brick and Mortar Office

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1072.	Regency Branch	1500 N Parham Road	Richmond	Henrico	VA	23229	Full Service Brick and Mortar Office
1073.	Willow Lawn Branch	1601 Willow Lawn Drive Suite 302a	Richmond	Henrico	VA	23230	Full Service Brick and Mortar Office
1074.	East Henrico Branch	4307 Williamsburg Road	Richmond	Henrico	VA	23231	Full Service Brick and Mortar Office
1075.	Short Pump Branch	11501 W Broad St.	Richmond	Henrico	VA	23233	Full Service Brick and Mortar Office
1076.	Gaskins Road Branch	1131 Gaskins Road	Richmond	Henrico	VA	23238	Full Service Brick and Mortar Office
1077.	Tuckernuck Square Branch	9072 West Broad Street	Richmond	Henrico	VA	23294	Full Service Brick and Mortar Office
1078.	Collinsville Branch	3000 Virginia Avenue	Collinsville	Henry	VA	24078	Full Service Brick and Mortar Office
1079.	Hopewell Branch	200-204 North Main Street	Hopewell	Hopewell City	VA	23860	Full Service Brick and Mortar Office
1080.	Kingsmill Branch	496 Mcclaws Circle	Williamsburg	James City	VA	23185	Full Service Brick and Mortar Office
1081.	Monticello Marketplace Branch	4601 Monticello Ave	Williamsburg	James City	VA	23188	Full Service Brick and Mortar Office
1082.	Lightfoot Branch	6385 Richmond Road	Williamsburg	James City	VA	23188	Full Service Brick and Mortar Office
1083.	Hunter Hill Branch	869 W Lee Hwy	Lexington	Lexington City	VA	24450	Full Service Brick and Mortar Office
1084.	Ashburn Center Branch	43975 Pipeline Plaza	Ashburn	Loudoun	VA	20147	Full Service Brick and Mortar Office
1085.	South Riding Branch	25056 Riding Plaza	Chantilly	Loudoun	VA	20152	Full Service Brick and Mortar Office
1086.	Battlefield Branch	1007 Edwards Ferry Road, N.E.	Leesburg	Loudoun	VA	20176	Full Service Brick and Mortar Office
1087.	Lansdowne Branch	19391 Lansdowne Boulevard	Leesburg	Loudoun	VA	20176	Full Service Brick and Mortar Office
1088.	Purcellville Branch	160 Purcellville Gateway Dr	Purcellville	Loudoun	VA	20132	Full Service Brick and Mortar Office
1089.	Sterling Plaza Safeway Branch	22350 South Sterling Boulevard	Sterling	Loudoun	VA	20164	Full Service Retail Office

#	Name	Address	City	County	State	ZIP	Service Type
1090.	Potomoc Run Branch	46340 Potomoc Run Plaza	Sterling	Loudoun	VA	20164	Full Service Brick and Mortar Office
1091.	Country Side Branch	11 Pidgeon Hill Drive	Sterling	Loudoun	VA	20165	Full Service Brick and Mortar Office
1092.	Timberlake Branch	21486 Timberlake Road	Lynchburg	Campbell	VA	24502	Full Service Brick and Mortar Office
1093.	Fort Hill Village Branch	6001 Fort Avenue	Lynchburg	Lynchburg City	VA	24502	Full Service Brick and Mortar Office
1094.	Boonsboro Branch	4710 Boonsboro Road	Lynchburg	Lynchburg City	VA	24503	Full Service Brick and Mortar Office
1095.	Manassas Junction Branch	8885 Centerville Road	Manassas	Manassas City	VA	20110	Full Service Brick and Mortar Office
1096.	Village Of Martinsville Branch	250 Commonwealth Blvd W	Martinsville	Martinsville City	VA	24112	Full Service Brick and Mortar Office
1097.	Spradlin Farm Branch	15 Spradlin Farm Drive	Christiansburg	Montgomery	VA	24073	Full Service Brick and Mortar Office
1098.	New Market South Branch	5211 W Mercury Blvd	Hampton	Hampton City	VA	23605	Full Service Brick and Mortar Office
1099.	Oyster Point Branch	11817 Canon Boulevard	Newport News	Newport News City	VA	23606	Full Service Brick and Mortar Office
1100.	Hidenwood Branch	20 Hidenwood Shopping Center	Newport News	Newport News City	VA	23606	Full Service Brick and Mortar Office
1101.	Denbigh Branch	14500 Warwick Boulevard	Newport News	Newport News City	VA	23608	Full Service Brick and Mortar Office
1102.	Janaf Branch	5800 Virginia Beach Boulevard	Norfolk	Norfolk City	VA	23502	Full Service Brick and Mortar Office
1103.	West Main Street Branch	150 West Main Street	Norfolk	Norfolk City	VA	23510	Full Service Brick and Mortar Office
1104.	Ghent Branch	777 West 21st Street	Norfolk	Norfolk City	VA	23517	Full Service Brick and Mortar Office
1105.	Little Creek Branch	1221 East Little Creek Road	Norfolk	Norfolk City	VA	23518	Full Service Brick and Mortar Office
1106.	Cheriton Branch	21263 Lankford Hwy	Cape Charles	Northampton	VA	23310	Full Service Brick and Mortar Office
1107.	Patrick County Branch	114 West Blue Ridge Street	Stuart	Patrick	VA	24171	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
1108.	Washington Street Branch	1340 West Washington Street	Petersburg	Petersburg City	VA	23803	Full Service Brick and Mortar Office
1109.	Walnut Hill Branch	1941 South Sycamore Street	Petersburg	Petersburg City	VA	23805	Full Service Brick and Mortar Office
1110.	Victory Crossing Branch	4016 Victory Blvd	Portsmouth	Portsmouth City	VA	23701	Full Service Brick and Mortar Office
1111.	Fort Lee	1400 Mahone Avenue	Fort Lee	Prince George	VA	23801	Full Service Brick and Mortar Office
1112.	Dale City Branch	4150 Dale Boulevard	Dale City	Prince William	VA	22193	Full Service Brick and Mortar Office
1113.	Montclair Branch	4377 Kevin Walker Drive	Dumfries	Prince William	VA	22025	Full Service Brick and Mortar Office
1114.	Stonewall Branch	8170 Stonewall Shops Sq	Gainesville	Prince William	VA	20155	Full Service Brick and Mortar Office
1115.	Dominion Valley Branch	5260 Merchants View Square	Haymarket	Prince William	VA	20169	Full Service Brick and Mortar Office
1116.	Westgate Branch	7915 Sudley Road	Manassas	Prince William	VA	20109	Full Service Brick and Mortar Office
1117.	Innovation Bristow Branch	9933 Sowder Village Sq	Manassas	Prince William	VA	20109	Full Service Brick and Mortar Office
1118.	Woodbridge Branch	1120 Horner Road	Woodbridge	Prince William	VA	22191	Full Service Brick and Mortar Office
1119.	Lake Ridge Branch	12417 Dillingham Square	Woodbridge	Prince William	VA	22192	Full Service Brick and Mortar Office
1120.	Tyler And Main Branch	1000 E Main Street	Radford	Radford City	VA	24141	Full Service Brick and Mortar Office
1121.	Richmond Main Branch	919 East Main Street	Richmond	Richmond City	VA	23219	Full Service Brick and Mortar Office
1122.	Allen Avenue Branch	1801 West Broad Street	Richmond	Richmond City	VA	23220	Full Service Brick and Mortar Office
1123.	West Cary Street Branch	3513 West Cary Street	Richmond	Richmond City	VA	23221	Full Service Brick and Mortar Office
1124.	Church Hill Branch	2500 East Broad Street	Richmond	Richmond City	VA	23223	Full Service Brick and Mortar Office
1125.	Semmes Avenue Branch	1200 Semmes Ave	Richmond	Richmond City	VA	23224	Full Service Brick and Mortar Office

#	Name	Address	City	County	State	ZIP	Service Type
1126.	Westover Branch	4708 Forest Hill Avenue	Richmond	Richmond City	VA	23225	Full Service Brick and Mortar Office
1127.	Chippenham Branch	7133 Forest Hill Avenue	Richmond	Richmond City	VA	23225	Full Service Brick and Mortar Office
1128.	Maple And Grove Branch	5816 Grove Avenue	Richmond	Richmond City	VA	23226	Full Service Brick and Mortar Office
1129.	Azalea Avenue Branch	1101 Azalea Avenue	Richmond	Richmond City	VA	23227	Full Service Brick and Mortar Office
1130.	Tanglewood Branch	2730 Ogden Road	Roanoke	Roanoke	VA	24018	Full Service Brick and Mortar Office
1131.	Cave Spring Branch 598	4110 Brambleton Avenue, S.W.	Roanoke	Roanoke	VA	24018	Full Service Brick and Mortar Office
1132.	Hollins Branch	7227 Williamson Road	Roanoke	Roanoke	VA	24019	Full Service Brick and Mortar Office
1133.	Vinton Branch	210 East Washington Avenue	Vinton	Roanoke	VA	24179	Full Service Brick and Mortar Office
1134.	SunTrust Plaza Roanoke Branch	10 Franklin Rd SE	Roanoke	Roanoke City	VA	24011	Full Service Brick and Mortar Office
1135.	Crossroads Branch	1401 Hershberger Road, N.W.	Roanoke	Roanoke City	VA	24012	Full Service Brick and Mortar Office
1136.	460 East Branch	3565 Orange Avenue, Northeast	Roanoke	Roanoke City	VA	24012	Full Service Brick and Mortar Office
1137.	South Roanoke Branch	112 Mc Clanahan Street, S.W.	Roanoke	Roanoke City	VA	24014	Full Service Brick and Mortar Office
1138.	Northwest Branch	2230 Melrose Avenue Nw	Roanoke	Roanoke City	VA	24017	Full Service Brick and Mortar Office
1139.	West Salem Branch 499	1395 West Main Street	Salem	Salem City	VA	24153	Full Service Brick and Mortar Office
1140.	Lewis-Gale Branch	2929 Keagy Road	Salem	Salem City	VA	24153	Full Service Brick and Mortar Office
1141.	New Market Branch	9397 Congress Street	New Market	Shenandoah	VA	22844	Full Service Brick and Mortar Office
1142.	Southpoint Branch	10000 Southpoint Pkwy	Fredericksburg	Spotsylvania	VA	22407	Full Service Brick and Mortar Office
1143.	Chancellor Branch	3557 Plank Road	Fredericksburg	Spotsylvania	VA	22407	Full Service Brick and Mortar Office

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1144.	Garrisonville Branch	40 Prosperity Lane	Stafford	Stafford	VA	22554	Full Service Brick and Mortar Office
1145.	West Beverly Street Branch	2-14 West Beverly Street	Staunton	Staunton City	VA	24401	Full Service Brick and Mortar Office
1146.	Suffolk Branch	123 North Main Street	Suffolk	Suffolk City	VA	23434	Full Service Brick and Mortar Office
1147.	Pacific Avenue Branch	3330 Pacific Avenue	Virginia Beach	Virginia Beach City	VA	23451	Full Service Brick and Mortar Office
1148.	Hilltop Branch	711 First Colonial Road	Virginia Beach	Virginia Beach City	VA	23451	Full Service Brick and Mortar Office
1149.	Little Neck Branch	3334 Virginia Beach Boulevard	Virginia Beach	Virginia Beach City	VA	23452	Full Service Brick and Mortar Office
1150.	Lynnhaven Branch	635 Lynnhaven Parkway	Virginia Beach	Virginia Beach City	VA	23452	Full Service Brick and Mortar Office
1151.	Courthouse Marketplace Branch	2500 Nimmo Pkwy	Virginia Beach	Virginia Beach City	VA	23456	Full Service Brick and Mortar Office
1152.	Pembroke Branch	4550 Virginia Beach Boulevard	Virginia Beach	Virginia Beach City	VA	23462	Full Service Brick and Mortar Office
1153.	Fairfield Branch	849 Kempsville Road	Virginia Beach	Virginia Beach City	VA	23464	Full Service Brick and Mortar Office
1154.	Indian River Branch	916 South Military Highway	Virginia Beach	Virginia Beach City	VA	23464	Full Service Brick and Mortar Office
1155.	Waynesboro Branch	1100 West Broad Street	Waynesboro	Waynesboro City	VA	22980	Full Service Brick and Mortar Office
1156.	Jamestown Road Branch	1186 Jamestown Road	Williamsburg	Williamsburg City	VA	23185	Full Service Brick and Mortar Office
1157.	Merchant Square Branch	202 N Henry St	Williamsburg	Williamsburg City	VA	23185	Full Service Brick and Mortar Office
1158.	Pleasant Valley Branch	2250 South Pleasant Valley Road	Winchester	Winchester City	VA	22601	Full Service Brick and Mortar Office
1159.	Grafton Branch	5208 George Washington Memorial Highway	Grafton	York	VA	23692	Full Service Brick and Mortar Office