

SUNTRUST BANKS INC

FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 04/28/09

Address 303 PEACHTREE ST N E
 ATLANTA, GA 30308
Telephone 4045887711
CIK 0000750556
Symbol STI
SIC Code 6021 - National Commercial Banks
Industry Regional Banks
Sector Financial
Fiscal Year 12/31

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

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

SUNTRUST BANKS, INC.

(Exact Name of Issuer as Specified in Its Charter)

Georgia
(State or Other Jurisdiction of
Incorporation or Organization)

58-1575035
(I.R.S. Employer
Identification Number)

**303 Peachtree Street, N.E.
Atlanta, Georgia 30308**
(Address of Principal Executive Offices) (Zip Code)

SunTrust Banks, Inc. 2009 Stock Plan
(Full Title of the Plan)

**Raymond D. Fortin,
Corporate Executive Vice President
and General Counsel
SunTrust Banks, Inc.
303 Peachtree Street
Atlanta, Georgia 30308
(404) 588-7711**
(Name, Address and Telephone Number, Including Area Code, of Agent for Service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE ⁽¹⁾	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE ⁽¹⁾	AMOUNT OF REGISTRATION FEE ⁽¹⁾
Common Stock, \$1.00 par value per share	9,301,123	\$14.825	\$137,889,148	\$7,700.40

(1) Determined pursuant to Rule 457(c) and (h)(l) based on \$14.825, the average of the high and low prices of the Registrant's Common Stock on April 21, 2009, as reported on the New York Stock Exchange.

In addition, pursuant to Rule 416(c) under the Securities Act of 1933, this Registration Statement also covers an indeterminate amount of interests to be offered or sold pursuant to the employee benefit plan described herein.

PART I

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

This Registration Statement covers 9,301,123 shares of common stock, par value \$1.00 per share (the “Common Stock”) of SunTrust Banks, Inc. (the “Company”), issuable pursuant to the SunTrust Banks, Inc. 2009 Stock Plan (the “2009 Stock Plan”). As permitted by the rules of the Commission, this registration statement omits the information specified in Part I (Items 1 and 2) of Form S-8. The documents containing the information specified in Part I will be delivered to the participants in the Plan as required by Rule 428(b) under the Securities Act. Such documents is not being filed with the Commission as part of this registration statement or as prospectuses or prospectus supplements pursuant to Rule 424.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents filed by the Company with the Commission are incorporated herein by reference:

- (a) The Company’s Annual Report on Form 10-K for the year ended December 31, 2008, pursuant to Section 13 of the Securities Exchange Act of 1934 (the “*Exchange Act*”).
- (b) The Company’s Current Reports on Form 8-K and 8-K/A dated January 2, 2009; November 14, 2008 (filed January 5, 2009), January 1, 2009 (filed January 7, 2009); January 22, 2009; February 10, 2009 (filed February 17, 2009); February 10, 2009 (filed April 2, 2009); and April 23, 2009.
- (c) The description of the Company’s common stock, par value \$1.00 per share, set forth in a registration statement filed pursuant to Section 12 of the Exchange Act and any amendment or report filed for the purpose of updating that description.

All documents subsequently filed by the Company or the 2009 Stock Plan pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the effective date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters securities remaining unsold shall be deemed to be incorporated by reference herein and to be a part hereof from the date of the filing of such documents. Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

The legality of the securities offered hereby has been passed upon by Raymond D. Fortin, Esq., Corporate Executive Vice President and General Counsel of the Company, who beneficially owns 163,125 shares of Common Stock inclusive of options to purchase 90,163 shares of Common Stock which he is deemed to beneficially own in accordance with Rule 13d-3 and inclusive of 45,876 shares of restricted stock which remain subject to forfeiture until vested.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The following summary is qualified in its entirety by reference to the Georgia Business Corporation Code (the “GBCC”) and the Amended and Restated Bylaws of the Company referred to below.

Statutory Authority

The GBCC allows a corporation, pursuant to the corporation’s articles of incorporation, bylaws, contract or resolution approved or ratified by the corporation’s shareholders, to indemnify or obligate itself to indemnify a director or officer made party to a proceeding, including a proceeding brought by or in the right of the corporation. In addition, the GBCC permits a corporation to eliminate or limit the personal liability of a director to the corporation or its shareholders for monetary damages for breach of duty of care or other duty as a director, provided that no provisions shall eliminate or limit the liability of a director: (A) for any appropriation, in violation of his duties, of any business opportunity of the corporation; (B) for acts or omissions which involve intentional misconduct or a knowing violation of law; (C) for unlawful corporate distributions; or (D) for any transaction from which the director received an improper personal benefit. This provision, which has been adopted by the Company, pertains only to breaches of duty by directors in their capacity as directors (and not in any other corporate capacity, such as officers) and limits liability only for breaches of fiduciary duties under Georgia corporate law (and not for violation of other laws, such as the federal securities laws).

Bylaw Authority

Article VII of the Company’s Amended and Restated Bylaws provides:

S ECTION 1. Definitions.

As used in this Article, the term:

(A) “*Corporation*” includes any domestic or foreign predecessor entity of this Corporation in a merger or other transaction in which the predecessor’s existence ceased upon consummation of the transaction.

(B) “*Director*” means an individual who is or was a director of the Corporation or an individual who, while a director of the Corporation, is or was serving at the Corporation’s request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A “director” is considered to be serving an employee benefit plan at the Corporation’s request if his duties to the Corporation also impose duties on, or otherwise involve services by, him to the plan or to participants in or beneficiaries of the plan. “*Director*” includes, unless the context requires otherwise, the estate or personal representative of a director.

(C) “*Disinterested director*” means a director who at the time of a vote referred to in Section 3(C) or a vote or selection referred to in Section 4(B), 4(C) or 7(A) is not: (i) a party to the proceeding; or (ii) an individual who is a party to a proceeding having a familial, financial, professional, or employment relationship with the director whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director’s judgment when voting on the decision being made.

(D) “*Employee*” means an individual who is or was an employee of the Corporation or an individual who, while an employee of the Corporation, is or was serving at the Corporation’s request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. An “*Employee*” is considered to be serving an employee benefit plan at the Corporation’s request if his duties to the Corporation also impose duties on, or otherwise involve services by, him to the plan or to participants in or beneficiaries of the plan. “*Employee*” includes, unless the context requires otherwise, the estate or personal representative of an employee.

(E) “*Expenses*” includes counsel fees.

(F) “*Liability*” means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(G) “*Officer*” means an individual who is or was an officer of the Corporation which for purposes of this Article VII shall include an assistant officer, or an individual who, while an Officer of the Corporation, is or was serving at the Corporation’s request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other entity. An “Officer” is considered to be serving an employee benefit plan at the Corporation’s request if his duties to the Corporation also impose duties on, or otherwise involve services by, him to the plan or to participants in or beneficiaries of the plan. “Officer” includes, unless the context requires otherwise, the estate or personal representative of an Officer.

(H) “*Official capacity*” means: (i) when used with respect to a director, the office of a director in a corporation; and (ii) when used with respect to an Officer, the office in a corporation held by the Officer. Official capacity does not include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.

(I) “*Party*” means an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(J) “*Proceeding*” means any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitral or investigative and whether formal or informal.

S ECTION 2. *Basic Indemnification Arrangement.*

(A) Except as provided in subsection (D) below and, if required by Section 4 below, upon a determination pursuant to Section 4 in the specific case that such indemnification is permissible in the circumstances under this subsection because the individual has met the standard of conduct set forth in this subsection (A), the Corporation shall indemnify an individual who is made a party to a proceeding because he is or was a director or Officer against liability incurred by him in the proceeding if he conducted himself in good faith and, in the case of conduct in his official capacity, he reasonably believed such conduct was in the best interest of the Corporation, or in all other cases, he reasonably believed such conduct was at least not opposed to the best interests of the Corporation and, in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

(B) A person’s conduct with respect to an employee benefit plan for a purpose he believes in good faith to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of subsection 2(A) above.

(C) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the proposed indemnitee did not meet the standard of conduct set forth in subsection 2(A) above.

(D) The Corporation shall not indemnify a person under this Article in connection with: (i) a proceeding by or in the right of the Corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that such person has met the relevant standard of conduct under this section; or (ii) with respect to conduct for which such person was adjudged liable on the basis that personal benefit was improperly received by him, whether or not involving action in his official capacity.

S ECTION 3. *Advances for Expenses.*

(A) The Corporation may advance funds to pay for or reimburse the reasonable expenses incurred by a director or Officer who is a party to a proceeding because he is a director or Officer in advance of final disposition of the proceeding if: (i) such person furnishes the Corporation a written affirmation of his good faith belief that he has met the relevant standard of conduct set forth in subsection 2(A) above or that the proceeding involves conduct for which liability has been eliminated under the Corporation’s Articles of Incorporation; and (ii) such person furnishes the Corporation a written undertaking meeting the qualifications set forth below in subsection 3(B), executed personally or on his behalf, to repay any funds advanced if it is ultimately determined that he is not entitled to any indemnification under this Article or otherwise.

(B) The undertaking required by subsection 3(A)(ii) above must be an unlimited general obligation of the director or Officer but need not be secured and shall be accepted without reference to financial ability to make repayment.

(C) Authorizations under this Section shall be made: (i) by the Board of Directors: (a) when there are two or more disinterested directors, by a majority vote of all disinterested directors (a majority of whom shall for such purpose constitute a quorum) or by a majority of the members of a committee of two or more disinterested directors appointed by such a vote; or (b) when there are fewer than two disinterested directors, by a majority of the directors present, in which authorization directors who do not qualify as disinterested directors may participate; or (ii) by the shareholders, but shares owned or voted under the control of a director who at the time does not qualify as a disinterested director with respect to the proceeding may not be voted on the authorization.

S ECTION 4. *Authorization of and Determination of Entitlement to Indemnification.*

(A) The Corporation shall not indemnify a director or Officer under Section 2 above unless authorized thereunder and a determination has been made for a specific proceeding that indemnification of such person is permissible in the circumstances because he has met the relevant standard of conduct set forth in subsection 2(A) above; provided, however, that regardless of the result or absence of any such determination, to the extent that a director or Officer has been wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he is or was a director or Officer, the Corporation shall indemnify such person against reasonable expenses incurred by him in connection therewith.

(B) The determination referred to in subsection 4(A) above shall be made:

(i) If there are two or more disinterested directors, by the board of directors by a majority vote of all the disinterested directors (a majority of whom shall for such purpose constitute a quorum) or by a majority of the members of a committee of two or more disinterested directors appointed by such a vote;

(ii) by special legal counsel:

(1) selected by the Board of Directors or its committee in the manner prescribed in subdivision (i); or

(2) If there are fewer than two disinterested directors, selected by the Board of Directors (in which selection directors who do not qualify as disinterested directors may participate); or

(iii) by the shareholders; but shares owned by or voted under the control of a director who at the time does not qualify as a disinterested director may not be voted on the determination.

(C) Authorization of indemnification or an obligation to indemnify and evaluation as to reasonableness of expenses of a director or Officer in the specific case shall be made in the same manner as the determination that indemnification is permissible, as described in subsection 4(B) above, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under subsection 4(B)(ii)(2) above to select counsel.

(D) The Board of Directors, a committee thereof, or special legal counsel acting pursuant to subsection (B) above or Section 5 below, shall act expeditiously upon an application for indemnification or advances, and cooperate in the procedural steps required to obtain a judicial determination under Section 5 below.

(E) The Corporation may, by a provision in its Articles of Incorporation or Bylaws or in a resolution adopted or a contract approved by its Board of Directors or shareholders, obligate itself in advance of the act or omission giving rise to a proceeding to provide indemnification or advance funds to pay for or reimburse expenses consistent with this part. Any such obligatory provision shall be deemed to satisfy the requirements for authorization referred to in Section 3(C) or Section 4(C).

S ECTION 5. *Court-Ordered Indemnification and Advances for Expenses.*

A director or Officer who is a party to a proceeding because he is a director or Officer may apply for indemnification or advances for expenses to the court conducting the proceeding or to another court of competent jurisdiction. After receipt of an application and after giving any notice it considers necessary, the court shall order indemnification or advances for expenses if it determines that:

(i) The director is entitled to indemnification or advances of expenses under this part; or

(ii) In view of all the relevant circumstances, it is fair and reasonable to indemnify the director or Officer or to advance expenses to the director or Officer, even if the director or Officer has not met the relevant standard of conduct set forth in subsection 2(A) above, failed to comply with Section 3, or was adjudged liable in a proceeding referred to in subsections (i) or (ii) of Section 2(D), but if the director or Officer was adjudged so liable, the indemnification shall be limited to reasonable expenses incurred in connection with the proceeding, unless the Articles of Incorporation of the Corporation or a Bylaw, contract or resolution approved or ratified by shareholders pursuant to Section 7 below provides otherwise.

If the court determines that the director or Officer is entitled to indemnification or advance for expenses, it may also order the Corporation to pay the director's or Officer's reasonable expenses to obtain court-ordered indemnification or advance for expenses. The court may summarily determine, without a jury, the Corporation's obligation to advance expense.

S ECTION 6. *Indemnification of Officers and Employees*

(A) Unless the Corporation's Articles of Incorporation provide otherwise, the Corporation shall indemnify and advance expenses under this Article to an employee of the Corporation who is not a director or Officer to the same extent, consistent with public policy, as to a director or Officer.

(B) The Corporation may indemnify and advance expenses under this Article to an Officer of the Corporation who is a party to a proceeding because he is an Officer of the Corporation: (i) to the same extent as a director; and (ii) if he is not a director, to such further extent as may be provided by the Articles of Incorporation, the Bylaws, a resolution of the Board of Directors, or contract except for liability arising out of conduct that is enumerated in subsections (A)(i) through (A)(iv) of Section 7.

The provisions of this Section shall also apply to an Officer who is also a director if the sole basis on which he is made a party to the proceeding is an act or omission solely as an Officer.

S ECTION 7. *Shareholder Approved Indemnification*

(A) If authorized by the Articles of Incorporation or a Bylaw, contract or resolution approved or ratified by shareholders of the Corporation by a majority of the votes entitled to be cast, the Corporation may indemnify or obligate itself to indemnify a person made a party to a proceeding, including a proceeding brought by or in the right of the Corporation, without regard to the limitations in other sections of this Article, but shares owned or voted under the control of a director who at the time does not qualify as a disinterested director with respect to any existing or threatened proceeding that would be covered by the authorization may not be voted on the authorization. The Corporation shall not indemnify a person under this Section 7 for any liability incurred in a proceeding in which the person is adjudged liable to the Corporation or is subjected to injunctive relief in favor of the Corporation:

- (i) for any appropriation, in violation of his duties, of any business opportunity of the Corporation;
- (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law;
- (iii) for the types of liability set forth in Section 14-2-832 of the Georgia Business Corporation Code; or
- (iv) for any transaction from which he received an improper personal benefit.

(B) Where approved or authorized in the manner described in subsection 7(A) above, the Corporation may advance or reimburse expenses incurred in advance of final disposition of the proceeding only if:

- (i) the proposed indemnitee furnishes the Corporation a written affirmation of his good faith belief that his conduct does not constitute behavior of the kind described in subsection 7(A)(i) — (iv) above; and
- (ii) the proposed indemnitee furnishes the Corporation a written undertaking, executed personally, or on his behalf, to repay any advances if it is ultimately determined that he is not entitled to indemnification.

S ECTION 8. *Liability Insurance* .

The Corporation may purchase and maintain insurance on behalf of an individual who is a director, officer, employee, or agent of the Corporation or who, while a director, officer, employee, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other entity against liability asserted against or incurred by him in that capacity or arising from his status as a director, officer, employee, or agent, whether or not the Corporation would have power to indemnify him against the same liability under Section 2 or Section 3 above.

S ECTION 9. *Witness Fees* .

Nothing in this Article shall limit the Corporation's power to pay or reimburse expenses incurred by a person in connection with his appearance as a witness in a proceeding at a time when he is not a party.

S ECTION 10. *Report to Shareholders* .

If the Corporation indemnifies or advances expenses to a director in connection with a proceeding by or in the right of the Corporation, the Corporation shall report the indemnification or advance, in writing, to shareholders with or before the notice of the next shareholders' meeting.

S ECTION 11. *Severability* .

In the event that any of the provisions of this Article (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions of this Article shall remain enforceable to the fullest extent permitted by law.

S ECTION 12. *Indemnification Not Exclusive* .

The rights of indemnification provided in this Article VII shall be in addition to any rights which any such director, Officer, employee or other person may otherwise be entitled by contract or as a matter of law.

S ECTION 13. *Amendments to Georgia Business Corporation Code* .

In the event that, following the date of these Bylaws, the Georgia Business Corporation Code is amended to expand the indemnification protections that a Georgia corporation is permitted to provide to its directors, Officers and/or Employees, as applicable, the indemnification protections set forth in this Article VII shall be automatically amended, without any further action by the Board of Directors, the shareholders of the Corporation or the Corporation, to provide the same indemnification protections to the fullest extent provided by such amendments to the Georgia Business Corporation Code.

ITEM 8. EXHIBITS.

The following exhibits are filed as part of this Registration Statement:

EXHIBIT NUMBER	DESCRIPTION
4.1	Amended and Restated Articles of Incorporation of the Company, restated effective January 16, 2009, incorporated by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K filed January 22, 2009.
4.2	Amended and Restated Bylaws of the Company, as amended and restated on November 11, 2008, incorporated by reference to Exhibit 3.2 of the Company's Current Report on Form 8-K filed November 13, 2008.
5.1 ⁽¹⁾	Opinion of Raymond D. Fortin, Esq., as to the legality of the Common Stock being registered.
10.1	SunTrust Banks, Inc. 2009 Stock Plan, incorporated by reference to Appendix A to the Company's definitive proxy statement filed March 6, 2009.
10.1.1	Form of Nonqualified Stock Option Agreement under the SunTrust Banks, Inc. 2009 Stock Plan.
10.1.2	Form of Performance-Vested Stock Option Agreement under the SunTrust Banks, Inc. 2009 Stock Plan.
10.1.3	Form of Restricted Stock Agreement (3-year ratable vesting) under the SunTrust Banks, Inc. 2009 Stock Plan.
10.1.4	Form of Restricted Stock Agreement (3-year cliff vesting) under the SunTrust Banks, Inc. 2009 Stock Plan.
10.1.5	Form of Non-Employee Director Restricted Stock Agreement under the SunTrust Banks, Inc. 2009 Stock Plan.
10.1.6	Form of Performance Stock Agreement under the SunTrust Banks, Inc. 2009 Stock Plan.
10.1.7	Form of Performance Stock Unit Agreement under the SunTrust Banks, Inc. 2009 Stock Plan.
10.1.8	Form of Non-Employee Director Restricted Stock Unit Agreement under the SunTrust Banks, Inc. 2009 Stock Plan.
23.1	Consent of Ernst & Young LLP.
23.2	Consent of PricewaterhouseCoopers LLP.
23.3	Consent of Raymond D. Fortin, Esq. (contained in his opinion filed as Exhibit 5.1).
24.1	Power of Attorney (included on Signature Page).

- (1) The undersigned registrant hereby undertakes that it has submitted or will submit the Plan and any amendments thereto to the Internal Revenue Service in order to qualify the Plan and has made or will make all changes required by the Internal Revenue Service in order to qualify the Plan.

ITEM 9. UNDERTAKINGS.

- (a) The undersigned Registrant hereby undertakes:
 - (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) To reflect in the prospectus any fact or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the SEC by the Company pursuant to Section 13 or Section 15(d) of the Exchange Act of 1934 that are incorporated by reference in this Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned Company hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling person of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

THE COMPANY. Pursuant to the requirements of the Securities Act of 1933, SunTrust Banks, Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on the 28th day of April, 2009.

SUNTRUST BANKS, INC.

By: /s/ James M. Wells III

James M. Wells III
Chairman of the Board and
Chief Executive Officer

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below, constitutes and appoints Mark A. Chancy and Raymond D. Fortin, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to do any and all acts and things and execute, in the name of the undersigned, any and all instruments which said attorneys-in-fact and agents may deem necessary or advisable in order to enable SunTrust Banks, Inc. to comply with the Securities Act of 1933 and any requirements of the Securities and Exchange Commission in respect thereof, in connection with the filing with the Securities and Exchange Commission of the registration statement on Form S-8 under the Securities Act of 1933, including specifically but without limitation, power and authority to sign the name of the undersigned to such registration statement, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and to perform each and every act and thing requisite or necessary to be done in and about the premises, as fully and to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated as of the 28th day of April, 2009.

/s/ James M. Wells III

James M. Wells III

Chairman of the Board, Chief Executive Officer
(Principal Executive Officer) and Director

/s/ Mark A. Chancy

Mark A. Chancy

Corporate Executive Vice President and Chief Financial
Officer (Principal Financial Officer)

/s/ Thomas Panther

Thomas Panther

Senior Vice President and Controller (Principal Accounting
Officer)

/s/ Robert M. Beall, II

Robert M. Beall, II

Director

/s/ Alston D. Correll

Alston D. Correll

Director

/s/ Jeffrey C. Crowe

Jeffrey C. Crowe

Director

/s/ Patricia C. Frist

Patricia C. Frist

Director

/s/ Blake P. Garrett, Jr.

Blake P. Garrett, Jr.

Director

/s/ David H. Hughes
David H. Hughes Director

/s/ M. Douglas Ivester
M. Douglas Ivester Director

/s/ J. Hicks Lanier
J. Hicks Lanier Director

/s/ G. Gilmer Minor, III
G. Gilmer Minor, III Director

/s/ Larry L. Prince
Larry L. Prince Director

/s/ Frank S. Royal, M.D.
Frank S. Royal, M.D. Director

Karen Hastie Williams Director

Dr. Phail Wynn, Jr. Director

EXHIBIT INDEX

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
4.1	Amended and Restated Articles of Incorporation of the Company, restated effective January 16, 2009, incorporated by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K filed January 22, 2009.
4.2	Amended and Restated Bylaws of the Company, as amended and restated on November 11, 2008, incorporated by reference to Exhibit 3.2 of the Company's Current Report on Form 8-K filed November 13, 2008.
5.1	Opinion of Raymond D. Fortin, Esq., as to the legality of the Common Stock being registered.
10.1	SunTrust Banks, Inc. 2009 Stock Plan, incorporated by reference to Appendix A to the Company's definitive proxy statement filed March 6, 2009.
10.1.1	Form of Nonqualified Stock Option Agreement under the SunTrust Banks, Inc. 2009 Stock Plan.
10.1.2	Form of Performance-Vested Stock Option Agreement under the SunTrust Banks, Inc. 2009 Stock Plan.
10.1.3	Form of Restricted Stock Agreement (3-year ratable vesting) under the SunTrust Banks, Inc. 2009 Stock Plan.
10.1.4	Form of Restricted Stock Agreement (3-year cliff vesting) under the SunTrust Banks, Inc. 2009 Stock Plan.
10.1.5	Form of Non-Employee Director Restricted Stock Agreement under the SunTrust Banks, Inc. 2009 Stock Plan.
10.1.6	Form of Performance Stock Agreement under the SunTrust Banks, Inc. 2009 Stock Plan.
10.1.7	Form of Performance Stock Unit Agreement under the SunTrust Banks, Inc. 2009 Stock Plan.
10.1.8	Form of Non-Employee Director Restricted Stock Unit Agreement under the SunTrust Banks, Inc. 2009 Stock Plan.
23.1	Consent of Ernst & Young LLP.
23.2	Consent of PricewaterhouseCoopers LLP.
23.3	Consent of Raymond D. Fortin, Esq. (contained in his opinion filed as Exhibit 5.1).
24.1	Power of Attorney (included on Signature Page).

[SUNTRUST BANKS, INC. LETTERHEAD]

April 28, 2009

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

Re: SunTrust Banks, Inc. Form S-8 Registration Statement

Ladies and Gentlemen:

I have acted as counsel for SunTrust Banks, Inc., a Georgia corporation (the "Company"), in connection with the preparation of a Registration Statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission. The Registration Statement relates to 9,301,123 shares of the Company's common stock, par value \$1.00 per share, to be issued pursuant to, or issued upon the exercise of options granted pursuant to, the SunTrust Banks, Inc. 2009 Stock Plan (as amended and restated, the "Plan") (all such shares and options are referred to herein as the "Shares" and "Options," respectively).

In so acting, I have reviewed such matters of law and examined original, certified, conformed or photographic copies of such other documents, records, agreements and certificates as I have deemed necessary as a basis for the opinions hereinafter expressed. In such review, I have assumed the genuineness of signatures on all documents submitted to me as originals, the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies, and the legal capacity of all natural persons. As to questions of fact material to this opinion, I have relied upon certificates or comparable documents of public officials.

For purposes of this opinion, I have assumed the following: (1) the Shares that may be issued pursuant to the Plan or upon exercise of the Options granted pursuant to the Plan will continue to be duly authorized on the dates of such issuance and (2) on the date on which any Option is exercised, such Option will have been duly executed, issued and delivered by the Company and will constitute the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms subject, as to enforceability, to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

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

Based upon the foregoing and subject to the limitations, qualifications and assumptions set forth herein, I am of the opinion that:

- a. The Shares are duly authorized; and
- b. When the Shares are issued pursuant to the Plan or upon exercise of the Options granted pursuant to the Plan against payment therefor, as the case may be, as provided in the Plan, such Shares will be validly issued, fully paid and nonassessable.

This opinion is given as of the date hereof, and I assume no obligation to advise you after the date hereof of facts or circumstances that come to my attention, or changes in law that occur, that could affect the opinions contained herein. This opinion is provide for use solely in connection with the filing of the Registration Statement and may not be furnished to or relied upon by any person or entity for any other purpose without my prior written consent.

I consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the use of my name wherever appearing in the Registration Statement. In giving such consent, I do not thereby admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act.

Sincerely,

/s/ Raymond D. Fortin

Raymond D. Fortin
Corporate Executive Vice President and
General Counsel

[SunTrust logo]

**SunTrust Banks, Inc.
2009 Stock Plan**

NONQUALIFIED STOCK OPTION (N QO)

SunTrust Banks, Inc. (“SunTrust”), a Georgia corporation, pursuant to action of the Compensation Committee (“Committee”) of its Board of Directors and in accordance with the SunTrust Banks, Inc. 2009 Stock Plan (“Plan”), has granted a Nonqualified Stock Option (“NQO”) to purchase shares of SunTrust Common Stock, \$1.00 par value (“Stock”), upon the following terms as an incentive for Optionee to promote the interests of SunTrust and its Subsidiaries:

Name of Optionee	[Name]
Number of Shares Subject to Option	[# of Shares]
Fair Market Value Per Share On Grant Date and Option Price	[price]
Grant Date	[Grant Date]

This Option Agreement (the “Option Agreement”) evidences this NQO Grant, which has been made subject to all the terms and conditions set forth on the attached Terms and Conditions and in the Plan.

SUNTRUST BANKS, INC.

Authorized Officer

§ 1. EXERCISE PERIOD, EXPIRATION DATE, VESTING DATE. This NQO granted on [Grant Date] (the “Grant Date”) shall expire, unless otherwise exercised, at the end of the ten (10) year period (the “Exercise Period”) beginning on the Grant Date and ending at the end of the last day of the Exercise Period (the “Expiration Date”). This NQO, if it has not earlier vested or expired, shall vest and become exercisable in full on the third (3rd) anniversary of the Grant Date (the “Vesting Date”), provided that on the Vesting Date, Optionee is an active employee of SunTrust or a Subsidiary and has been in Service with SunTrust or a Subsidiary from the Grant Date through the Vesting Date. Once this NQO has vested, it may be exercised, in whole or in part, at any time and from time to time during the remainder of the Exercise Period unless the NQO expires before then.

§ 2. ACCELERATED VESTING. Some or all of this NQO may vest early and become exercisable before the Vesting Date. Early vesting will occur if the Optionee has a termination of employment with SunTrust and all its Subsidiaries, as described below in § 2(a), § 2(b), § 2(c) or § 2(d), before the Vesting Date.

(a) This NQO shall vest and become fully exercisable on the date Optionee’s employment terminates because of death or Disability and shall remain exercisable for the period described in § 3(d).

(b) This NQO shall vest on the date Optionee’s employment terminates by reason of Retirement, but then only a pro rata number of shares subject to the NQO shall vest and be exercisable based on Optionee’s Service completed from the Grant Date through the date of Optionee’s termination. Such vested shares shall remain exercisable for the period described in § 3(c).

(c) This NQO shall vest on the date Optionee’s employment is involuntarily terminated by reason of a reduction in force, which results in Optionee’s eligibility for payment of a severance benefit pursuant to the terms of the SunTrust Banks, Inc. Severance Pay Plan, but then only a pro rata number of shares subject to this NQO shall vest and be exercisable based on Optionee’s Service completed from the Grant Date through the date of Optionee’s termination. Such vested shares shall be exercisable for the three (3) month period described in § 3(a).

(d) This NQO shall vest in full and become exercisable on the date of Optionee’s termination of employment during the three (3) year period following the date of a Change in Control, provided that such termination of employment is either (A) involuntary on the part of Optionee, not a result of Optionee’s death or Disability, and not a Termination for Cause; or (B) voluntary on the part of Optionee and it constitutes a Termination for Good Reason. Such vested shares shall remain exercisable for the period described in § 3(e).

(e) For purposes of § 2(b) and 2(c) above, the pro rata calculation shall be made by multiplying the number of shares of Stock subject to this NQO that are not then vested by a fraction, with a numerator equal to the number of days from the Grant Date through the date of such termination of employment, and a denominator equal to the number of days from the Grant Date through the Vesting Date. Fractional shares shall be disregarded.

§ 3. EXPIRATION. To the extent not previously exercised, this NQO shall expire and cease to be exercisable on the Expiration Date or if earlier, on the first of the following events to occur:

(a) Except as otherwise described in this § 3, if Optionee’s employment with SunTrust and all its Subsidiaries terminates for any reason, then Optionee may, within the three (3) month period following such termination and in no event after the Expiration Date, exercise this NQO to the extent Optionee was entitled to exercise this NQO at the date of such termination of employment.

(b) Notwithstanding anything in this Option Agreement to the contrary, if Optionee’s employment with SunTrust or a Subsidiary is Terminated for Cause, then this NQO shall expire in its entirety, and all rights under this Option Agreement shall be forfeited, as of the end of the day before the date of Optionee’s termination of employment, regardless of whether this NQO was then vested or non-vested, and under no circumstances shall Optionee be entitled to exercise all or any part of this NQO after such expiration.

(c) In the event Optionee terminates employment with SunTrust and all its Subsidiaries due to Retirement, then any part of the NQO that became vested and exercisable pursuant to § 1 or § 2(b), shall remain exercisable through the end of the five (5) year period which begins on the date of such termination of employment and in no event after the Expiration Date.

(d) In the event Optionee's termination of employment with SunTrust and all Subsidiaries is due to death or disability, then this NQO shall be exercisable through the end of the one (1) year period which begins on the date of Optionee's death or Disability and in no event after the Expiration Date.

(e) In the event of Optionee's termination of employment during the three (3) year period following the date of SunTrust's Change in Control, this NQO, to the extent not previously exercised, shall remain exercisable for the duration of the Exercise Period, provided that Optionee's termination of employment is either (A) involuntary on the part of Optionee, not a result of Optionee's death or Disability, and not a Termination for Cause; or (B) voluntary on the part of Optionee and it constitutes a Termination for Good Reason.

(f) This NQO shall expire on the date it has been exercised in full under this Option Agreement.

(g) This NQO shall expire on the Expiration Date to the extent it has not then been exercised.

§ 4. METHOD OF EXERCISE. This NQO shall be exercised by properly completing and delivering the applicable form to the delegate specified by the Committee for option recordkeeping, indicating the number of shares of Stock to be purchased upon such exercise, together with the appropriate payment in full for the number of such shares to be exercised. Payment may be made in the form of a check made payable in accordance with the delegate's payment instructions, or written confirmation of ownership of sufficient shares of previously acquired Stock or any combination of such payment methods as has been approved by the Committee. Such exercise shall be effective on the date such form and payment actually are delivered to SunTrust's delegate; provided, however, if such form and payment are mailed to the delegate at the appropriate address by registered mail or by an overnight service, the related exercise shall be treated as effective on the date accepted for delivery by the post office or overnight mail service. Any previously acquired Stock which is designated as payment for the exercise shall be valued at its Fair Market Value (closing price) on the date the exercise is effective or, if the exercise is effective on a date other than a business day, at the Fair Market Value on the immediately preceding business day.

§ 5. WITHHOLDING. The Committee shall have the right to reduce the number of shares of Stock actually transferred to the Optionee to satisfy the minimum applicable tax withholding requirements, and the Optionee shall have the right (absent any such action by the Committee and subject to satisfying the requirements under Rule 16b-3) to elect that the minimum applicable tax withholding requirements be satisfied through a reduction in the number of shares of Stock transferred to the Optionee.

§ 6. NONTRANSFERABLE. No rights granted under this NQO shall be transferable by the Optionee other than by will or by the laws of descent and distribution.

§ 7. EMPLOYMENT AND TERMINATION. Nothing in the Plan or this Option Agreement or any related material shall give the Optionee the right to continue in employment with SunTrust or a Subsidiary or adversely affect the right of SunTrust or a Subsidiary to terminate the Optionee's employment with or without cause at any time.

§ 8. SHAREHOLDER STATUS. The Optionee shall have no rights as a shareholder with respect to any shares of Stock under this Option Agreement until the Optionee has made payment in full for such shares and such shares have been duly issued and delivered to the Optionee, and no adjustment shall be made for dividends of any kind or description whatsoever respecting such Stock except as expressly set forth in the Plan.

§ 9. OTHER LAWS. SunTrust shall have the right to refuse to issue or transfer any Stock under this Option Agreement if SunTrust acting in its absolute discretion determines that the issuance or transfer of such Stock might violate any applicable law or regulation, and any payment tendered in such event to exercise this option shall be promptly refunded to the Optionee.

§ 10. SECURITIES REGISTRATION. SunTrust may request the Optionee to hold any shares of Stock received upon the exercise of all or part of this NQO for personal investment and not for purposes of resale or distribution to the public and the Optionee shall, if so requested by SunTrust, deliver a certified statement to that effect to SunTrust as a condition to the transfer of such Stock to the Optionee.

§ 11. MISCELLANEOUS.

- (a) TRANSFER OF EMPLOYMENT. A transfer of Optionee's employment between or among SunTrust and Subsidiaries or between or among Subsidiaries shall not be deemed a termination of employment under this Option Agreement.
- (b) CANCELLATION OF RIGHTS. Optionee's rights under this Option Agreement may be canceled in accordance with the terms of the Plan.
- (c) INCORPORATION OF PLAN. This Option Agreement shall be subject to all of the provisions, definitions, terms and conditions set forth in the Plan and any interpretations, rules and regulations promulgated by the Committee from time to time, all of which are incorporated by reference in this Option Agreement.
- (d) GOVERNING LAW. The Plan and this Option Agreement shall be governed by the laws of the State of Georgia (without regard to its choice-of-law provisions), except to the extent superseded by federal law.
- (e) NOTICES. Except as otherwise provided herein, any written notices provided for in this Option Agreement that are sent by mail shall be deemed received three (3) business days after mailing, but not later than the date of actual receipt. Notices shall be directed, if to Optionee, at Optionee's address indicated by SunTrust's records and, if to SunTrust, at SunTrust's principal executive office.
- (f) SEVERABILITY. If one or more of the provisions of this Option Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provisions shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Option Agreement to be construed so as to foster the intent of this Option Agreement and the Plan.
- (g) ENTIRE AGREEMENT. This Option Agreement (which incorporates the terms and conditions of the Plan) constitutes the entire agreement of the parties with respect to the subject matter hereof. This Option Agreement supersedes all prior discussions, negotiations, understandings, commitments and agreements with respect to such matters.

§ 12. DEFINITIONS. Whenever the following terms are used in this Option Agreement, they shall have the meanings set forth below. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan.

- (a) CHANGE IN CONTROL AGREEMENT – means a change in control agreement by and between SunTrust and the Optionee.
- (b) CODE – means the Internal Revenue Code of 1986, as amended.

(c) **DISABILITY** – means a disability within the meaning of Code Section 22(e)(3).

(d) **RETIREMENT** – means the voluntary termination of employment by the Optionee from SunTrust or its Subsidiaries on or after attaining age 55 and having completed five (5) or more years of service as determined in accordance with the terms of the SunTrust Banks, Inc. Retirement Plan, as amended from time to time (the “Retirement Plan”). For purposes of this Option Agreement, an Optionee who is vested in the Retirement Plan benefit but terminates employment before attaining age 55 or completing at least five (5) years of service is not treated as terminating employment due to Retirement.

(e) **SERVICE** – means Optionee’s period of continuous employment with SunTrust and its Subsidiaries beginning on the Grant Date of this NQO through the Vesting Date or the date of Optionee’s termination of employment, whichever is applicable.

(f) **TERMINATION FOR CAUSE OR TERMINATED FOR CAUSE** - means a termination of employment which is made primarily because of (i) the Optionee’s willful and continued failure to perform his job duties in a satisfactory manner after written notice from SunTrust to Optionee and a thirty (30) day period in which to cure such failure, (ii) the Optionee’s conviction of a felony or engagement in a dishonest act, misappropriation of funds, embezzlement, criminal conduct or common law fraud, (iii) the Optionee’s material violation of the Code of Business Conduct and Ethics of SunTrust or the Code of Conduct of a Subsidiary, (iv) the Optionee’s engagement in an act that materially damages or materially prejudices SunTrust or any Subsidiary or the Optionee’s engagement in activities materially damaging to the property, business or reputation of SunTrust or any Subsidiary; or (v) the Optionee’s failure and refusal to comply in any material respect with the current and any future amended policies, standards and regulations of SunTrust, any Subsidiary and their regulatory agencies, if such failure continues after written notice from SunTrust to the Optionee and a thirty (30) day period in which to cure such failure, or the determination by any such governing agency that the Optionee may no longer serve as an officer of SunTrust or a Subsidiary.

Notwithstanding anything herein to the contrary, if the Optionee is subject to the terms of a Change in Control Agreement at the time of his termination of employment with SunTrust or a Subsidiary, solely for purposes this Option Agreement, “Cause” shall have the meaning provided in the Change in Control Agreement.

(h) **TERMINATION FOR GOOD REASON** - means a termination of employment made primarily because of (i) a failure to elect or reelect or to appoint or to reappoint Optionee to, or the removal of Optionee from, the position which he or she held with SunTrust prior to the Change in Control, (ii) a substantial change by the Board or supervising management in Optionee’s functions, duties or responsibilities, which change would cause Optionee’s position with SunTrust to become of less dignity, responsibility, importance or scope than the position held by Optionee prior to the Change in Control or (iii) a substantial reduction of Optionee’s annual compensation from the lesser of: (A) the level in effect prior to the Change in Control or (B) any level established thereafter with the consent of Optionee.

Notwithstanding anything herein to the contrary, if the Optionee is subject to the terms of a Change in Control Agreement at the time of his termination of employment with SunTrust or a Subsidiary, solely for purposes of this Option Agreement, “Good Reason” shall have the meaning provided in the Change in Control Agreement.

[SunTrust logo]

**SunTrust Banks, Inc.
2009 Stock Plan**

PERFORMANCE-VESTED STOCK OPTION (PVO)

SunTrust Banks, Inc. (“SunTrust”), a Georgia corporation, pursuant to action of the Compensation Committee (“Committee”) of its Board of Directors and in accordance with the SunTrust Banks, Inc. 2009 Stock Plan (“Plan”), has granted a Performance-Vested Stock Option (“PVO”) to purchase shares of SunTrust Common Stock, \$1.00 par value (“Stock”), upon the following terms as an incentive for Optionee to promote the interests of SunTrust and its Subsidiaries:

Name of Optionee	[Name]
Number of Shares Subject to Option	[# of Shares]
Fair Market Value Per Share On Grant Date and Option Price	[price]
Grant Date	[Grant Date]

This Option Agreement (the “Option Agreement”) evidences this PVO grant, which has been made subject to all the terms and conditions set forth on the attached Terms and Conditions and in the Plan.

SUNTRUST BANKS, INC.

Authorized Officer

§ 1. GRANT DATE, EXERCISE PERIOD, EXPIRATION DATE. Subject to earlier termination or exercise as provided herein, this PVO granted on [Grant Date] (the “Grant Date”) shall expire at the end of the ten (10) year period (the “Exercise Period”) beginning on the Grant Date and ending at the end of the last day of the Exercise Period (the “Expiration Date”).

§ 2. PERFORMANCE-BASED VESTING. A percentage of this PVO, if it has not earlier vested or expired, shall vest and become exercisable on December 31, 2011 (the “Vesting Date”), based on SunTrust’s attainment of the Performance Level, set forth in the table below; provided, that the Optionee has remained in continuous employment with SunTrust or a Subsidiary from the Grant Date through the Vesting Date. A portion of this PVO may vest and become exercisable prior to the Vesting Date in accordance with the provisions of § 3. Once a portion of this PVO has vested, it may be exercised, in whole or in part, at any time and from time to time during the remainder of the Exercise Period unless the PVO expires before then pursuant to § 4.

Performance Level	SunTrust’s TSR Percentile on the Vesting Date	Percentage of PVO That Vests
Target; Maximum	50 th TSR Percentile and Above	100%
Threshold	25 th TSR Percentile	50%
Below Threshold	Below 25 th TSR Percentile	0%

The percentage of the PVO that vests if SunTrust’s TSR Percentile on the Vesting Date is between the “Threshold” and “Target; Maximum” Performance Levels shall be determined by linear interpolation. The Committee shall determine the portion of the PVO that shall vest and become exercisable by multiplying the “Percentage of PVO That Vests,” set forth above, by the number of shares subject to this Option Agreement.

§ 3. ACCELERATED VESTING; TERMINATION OF EMPLOYMENT. Some or all of this PVO may vest early and become exercisable as a result of the Optionee’s termination of employment with SunTrust and all its Subsidiaries prior to the Vesting Date, as described below in § 3 (a), § 3(b), § 3(c) or § 3(d). If prior to the Vesting Date, the Optionee’s employment with SunTrust and its Subsidiaries terminates for any reason other than those described below, this PVO shall immediately and automatically without any action on the part of the Optionee or SunTrust terminate and be completely forfeited on the date of such termination of the Optionee’s employment.

(a) If the Optionee’s employment with SunTrust terminates prior to the Vesting Date and the date of a Change in Control, as a result of the Optionee’s (i) death, or (ii) Disability, a portion of the PVO shall vest and become exercisable on the date the Optionee’s employment terminates. The portion of the PVO, if any, that vests will be based on the portion of the PVO that would have vested if the Performance Period ended on such date (based on the actual Performance Level achieved (or the Target Performance Level, if such termination occurs less than one (1) year after the Grant Date)). Such vested portion of the PVO shall remain exercisable for the period described in § 4(b). In the event of such death or Disability, any portion of the PVO that does not vest pursuant to this § 3(a) shall terminate and be completely forfeited on such date.

(b) If the Optionee’s employment with SunTrust terminates prior to the Vesting Date and the date of a Change in Control, as a result of the Optionee’s Retirement, the PVO shall vest and become exercisable with respect to a pro-rata number of shares of Stock on the last day of the Performance Period, if any, based on the Optionee’s service completed from the Grant Date through the date of such Optionee’s actual retirement date. Such vested portion of the PVO shall remain exercisable for the period described in § 4(c).

(c) If the Optionee’s employment with SunTrust is involuntarily terminated prior to the Vesting Date and the date of a Change in Control, by reason of a reduction in force which results in the Optionee’s eligibility for payment of a severance benefit pursuant to the terms of the SunTrust Banks, Inc. Severance Pay Plan or any successor to such plan, the PVO shall vest and become exercisable with respect to a pro-rata number of shares of Stock at the end of the Performance Period, if any, based on the Optionee’s service completed from the Grant Date through the date of such termination. Such vested portion of the PVO shall remain exercisable for the three month (3) period following the Vesting Date.

(d) In the event a Change in Control occurs prior to the Vesting Date and on or prior to the Optionee's termination of employment, upon the earlier of: (i) the Vesting Date, provided that the Optionee has remained in continuous employment with SunTrust or a Subsidiary from the Grant Date through the Vesting Date; or (ii) the date of the Optionee's termination of employment with SunTrust and its Subsidiaries as a result of: (A) an involuntary termination by SunTrust that does not constitute a Termination for Cause; (B) the Optionee's death or Disability; or (C) a voluntary termination by the Optionee as a result of Retirement or a Termination for Good Reason; the PVO shall vest and become exercisable with respect to the following number of shares of Stock: (1) the number of shares that would have vested (if any) if the Performance Period ended on the date of the Change in Control (based on the actual Performance Level achieved through the date of the Change in Control) multiplied by a fraction, the numerator of which shall be the number of days from the Grant Date through the date of such Change in Control, and the denominator of which shall be the total number of days in the original Performance Period; plus (2) the number of shares that would have vested assuming SunTrust's achievement of the Target Performance Level multiplied by a fraction, the numerator of which shall be the number of days from the date of such Change in Control through the last day of the original Performance Period, and the denominator of which shall be the total number of days in the original Performance Period. Such vested portion of the PVO shall remain exercisable for the period described in § 4(d). In the event of such Change in Control, any portion of the PVO that does not vest pursuant to this § 3(d) shall terminate and be completely forfeited on the earlier of the Vesting Date or the date of termination of the Optionee's employment.

Notwithstanding anything herein to the contrary, if the Optionee is subject to the terms of a Change in Control Agreement on the date of a Change in Control that provides for more generous vesting, such vesting provisions of the Change in Control Agreement shall govern.

(e) For purposes of § 3(b) and 3(c) above, the PVO shall vest with respect to the pro-rata number of shares of Stock equal to the product of: (i) the number of shares that would have vested based on the actual Performance Level achieved as of the Vesting Date; multiplied by (ii) a fraction, the numerator of which is equal to the number of days from the Grant Date through the date of such termination of employment, and the denominator of which is equal to the number of days in the Performance Period. Fractional shares shall be disregarded. In the event of such pro-rata vesting described above, any portion of the PVO that does not vest pursuant to this § 3(e) shall terminate and be completely forfeited on such date.

§ 4. EXPIRATION. To the extent not previously exercised, this PVO shall expire and cease to be exercisable on the Expiration Date or if earlier, on the first of the following events to occur:

(a) Except as otherwise described in this § 4 or § 3(c), if Optionee's employment with SunTrust and all its Subsidiaries terminates for any reason, then Optionee may, within the three (3) month period following such termination, but in no event after the Expiration Date, exercise this PVO to the extent Optionee was entitled to exercise this PVO at the date of such termination of employment.

(b) In the event Optionee's termination of employment with SunTrust and all Subsidiaries is due to death or Disability, any portion of the PVO that becomes vested and exercisable pursuant to § 2 or § 3(a), to the extent not previously exercised, shall remain exercisable through the end of the one (1) year period which begins on the date of Optionee's death or Disability, but in no event after the Expiration Date.

(c) In the event Optionee terminates employment with SunTrust and all its Subsidiaries due to Retirement, any portion of the PVO that becomes vested and exercisable pursuant to § 2 or § 3(b), to the extent not previously exercised, shall remain exercisable through the end of the five (5) year period which begins on the later of the Vesting Date or the date of such Retirement, but in no event after the Expiration Date.

(d) Any portion of the PVO that becomes vested and exercisable pursuant to § 3(d) shall remain exercisable for the duration of the Exercise Period.

(e) This PVO shall expire on the date it has been exercised in full under this Option Agreement.

(f) This PVO shall expire on the Expiration Date to the extent it has not then been exercised.

(g) Notwithstanding anything in this Option Agreement to the contrary, if Optionee's employment with SunTrust or a Subsidiary is Terminated for Cause, the PVO shall terminate and expire in its entirety, and all rights under this Option Agreement shall be forfeited, as of the end of the day before the date of Optionee's termination of employment, regardless of whether this PVO was then vested or non-vested, and under no circumstances shall Optionee be entitled to exercise all or any part of this PVO after such expiration.

§ 5. METHOD OF EXERCISE. This PVO shall be exercised by properly completing and delivering the applicable form to the delegate specified by the Committee for option recordkeeping, indicating the number of shares of Stock to be purchased upon such exercise, together with the appropriate payment in full for the number of such shares to be exercised. Payment may be made in the form of a check made payable in accordance with the delegate's payment instructions, or written confirmation of ownership of sufficient shares of previously acquired Stock or any combination of such payment methods as has been approved by the Committee. Such exercise shall be effective on the date such form and payment actually are delivered to SunTrust's delegate; provided, however, if such form and payment are mailed to the delegate at the appropriate address by registered mail or by an overnight service, the related exercise shall be treated as effective on the date accepted for delivery by the post office or overnight mail service. Any previously acquired Stock which is designated as payment for the exercise shall be valued at its Fair Market Value (closing price) on the date the exercise is effective or, if the exercise is effective on a date other than a business day, at the Fair Market Value on the immediately preceding business day.

§ 6. WITHHOLDING. The Committee shall have the right to reduce the number of shares of Stock actually transferred to the Optionee to satisfy the minimum applicable tax withholding requirements, and the Optionee shall have the right (absent any such action by the Committee and subject to satisfying the requirements under Rule 16b-3) to elect that the minimum applicable tax withholding requirements be satisfied through a reduction in the number of shares of Stock transferred to the Optionee.

§ 7. NONTRANSFERABLE. No rights granted under this PVO shall be transferable by the Optionee other than by will or by the laws of descent and distribution.

§ 8. EMPLOYMENT AND TERMINATION. Nothing in the Plan or this Option Agreement or any related material shall give the Optionee the right to continue in employment with SunTrust or a Subsidiary or adversely affect the right of SunTrust or a Subsidiary to terminate the Optionee's employment with or without cause at any time.

§ 9. SHAREHOLDER STATUS. The Optionee shall have no rights as a shareholder with respect to any shares of Stock under this Option Agreement until the Optionee has made payment in full for such shares and such shares have been duly issued and delivered to the Optionee, and no adjustment shall be made for dividends of any kind or description whatsoever respecting such Stock except as expressly set forth in the Plan.

§ 10. OTHER LAWS. SunTrust shall have the right to refuse to issue or transfer any Stock under this Option Agreement if SunTrust acting in its absolute discretion determines that the issuance or transfer of such Stock might violate any applicable law or regulation, and any payment tendered in such event to exercise this option shall be promptly refunded to the Optionee.

§ 11. SECURITIES REGISTRATION. SunTrust may request the Optionee to hold any shares of Stock received upon the exercise of all or part of this PVO for personal investment and not for purposes of resale or distribution to the public and the Optionee shall, if so requested by SunTrust, deliver a certified statement to that effect to SunTrust as a condition to the transfer of such Stock to the Optionee.

§ 12. MISCELLANEOUS.

(a) **TRANSFER OF EMPLOYMENT.** A transfer of Optionee's employment between or among SunTrust and Subsidiaries or between or among Subsidiaries shall not be deemed a termination of employment under this Option Agreement.

(b) **CANCELLATION OF RIGHTS.** Optionee's rights under this Option Agreement may be canceled in accordance with the terms of the Plan.

(c) **INCORPORATION OF PLAN.** This Option Agreement shall be subject to all of the provisions, definitions, terms and conditions set forth in the Plan and any interpretations, rules and regulations promulgated by the Committee from time to time, all of which are incorporated by reference in this Option Agreement.

(d) **GOVERNING LAW.** The Plan and this Option Agreement shall be governed by the laws of the State of Georgia (without regard to its choice-of-law provisions), except to the extent superseded by federal law.

(e) **NOTICES.** Except as otherwise provided herein, any written notices provided for in this Option Agreement that are sent by mail shall be deemed received three (3) business days after mailing, but not later than the date of actual receipt. Notices shall be directed, if to Optionee, at Optionee's address indicated by SunTrust's records and, if to SunTrust, at SunTrust's principal executive office.

(f) **SEVERABILITY.** If one or more of the provisions of this Option Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provisions shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Option Agreement to be construed so as to foster the intent of this Option Agreement and the Plan.

(g) **ENTIRE AGREEMENT.** This Option Agreement (which incorporates the terms and conditions of the Plan) constitutes the entire agreement of the parties with respect to the subject matter hereof. This Option Agreement supersedes all prior discussions, negotiations, understandings, commitments and agreements with respect to such matters.

§ 13. DEFINITIONS. Whenever the following terms are used in this Option Agreement, they shall have the meanings set forth below. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan.

(a) **CHANGE IN CONTROL AGREEMENT** – means a change in control agreement by and between SunTrust and the Optionee.

(b) **CODE** – means the Internal Revenue Code of 1986, as amended.

(c) **DISABILITY** – means a disability within the meaning of Code Section 22(e)(3).

(d) **PERFORMANCE LEVEL** – means the level of performance achieved by SunTrust during a measurement period (generally, the Performance Period) based on the TSR Percentile for such period.

(e) **PERFORMANCE PERIOD** – means the period commencing January 1, 2009 and ending on December 31, 2011.

(f) **RETIREMENT** – means the voluntary termination of employment by the Optionee from SunTrust or its Subsidiaries on or after attaining age 55 and having completed five (5) or more years of service as determined in accordance with the terms of the SunTrust Retirement Plan. An Optionee who is vested in the SunTrust Retirement Plan benefit but terminates employment before attaining age 55 or completing at least five (5) years of service is not treated for purposes of this Option Agreement and the share of Stock subject to this PVO as terminating employment due to Retirement.

(g) **SUNTRUST RETIREMENT PLAN** – means the SunTrust Banks, Inc. Retirement Plan, as amended from time to time.

(h) **TERMINATION FOR CAUSE OR TERMINATED FOR CAUSE** – means a termination of employment which is made primarily because of (i) the Optionee's willful and continued failure to perform his job duties in a satisfactory manner after written notice from SunTrust to Optionee and a thirty (30) day period in which to cure such failure, (ii) the Optionee's conviction of a felony or engagement in a dishonest act, misappropriation of funds, embezzlement, criminal conduct or common law fraud, (iii) the Optionee's material violation of the Code of Business Conduct and Ethics of SunTrust or the Code of Conduct of a Subsidiary, (iv) the Optionee's engagement in an act that materially damages or materially prejudices SunTrust or any Subsidiary or the Optionee's engagement in activities materially damaging to the property, business or reputation of SunTrust or any Subsidiary; or (v) the Optionee's failure and refusal to comply in any material respect with the current and any future amended policies, standards and regulations of SunTrust, any Subsidiary and their regulatory agencies, if such failure continues after written notice from SunTrust to the Optionee and a thirty (30) day period in which to cure such failure, or the determination by any such governing agency that the Optionee may no longer serve as an officer of SunTrust or a Subsidiary.

Notwithstanding anything herein to the contrary, if the Optionee is subject to the terms of a Change in Control Agreement at the time of his termination of employment with SunTrust or a Subsidiary, solely for purposes this Option Agreement, "Cause" shall have the meaning provided in the Change in Control Agreement.

(i) **TERMINATION FOR GOOD REASON** – means a termination of employment made primarily because of (i) a failure to elect or reelect or to appoint or to reappoint Optionee to, or the removal of Optionee from, the position which he or she held with SunTrust prior to the Change in Control, (ii) a substantial change by the Board or supervising management in Optionee's functions, duties or responsibilities, which change would cause Optionee's position with SunTrust to become of less dignity, responsibility, importance or scope than the position held by Optionee prior to the Change in Control or (iii) a substantial reduction of Optionee's annual compensation from the lesser of: (A) the level in effect prior to the Change in Control or (B) any level established thereafter with the consent of Optionee.

Notwithstanding anything herein to the contrary, if the Optionee is subject to the terms of a Change in Control Agreement at the time of his termination of employment with SunTrust or a Subsidiary, solely for purposes of this Option Agreement, “Good Reason” shall have the meaning provided in the Change in Control Agreement.

(j) TOTAL SHAREHOLDER RETURN or TSR – means a company’s total shareholder return, calculated based on the stock price appreciation during a specified measurement period plus the value of dividends paid on such stock during the measurement period (which shall be deemed to have been reinvested in the underlying company’s stock).

(k) TSR PERCENTILE – means the percentile rank of the TSR for SunTrust during the Performance Period relative to the TSR for the 24 companies listed on Appendix A (the “Peer Group”) during the Performance Period; provided, however, that for purposes of measuring the TSR Percentile: (i) the Committee reserves the right to make adjustments to the Peer Group based on developments that occur during the Performance Period, such as removing from the Peer Group, retroactively to the beginning of the Performance Period, any company no longer existing as an independent entity or which has announced it is being acquired; and (ii) the beginning and ending TSR values shall be calculated based on the average of the closing prices of the applicable company’s stock for the 20 trading days prior to and including the beginning or ending date, as applicable, of the Performance Period.

APPENDIX A

Peer Group - 24 Companies

Company Name

- 1 JPMorgan Chase & Co.
- 2 Citigroup Inc.
- 3 Bank of America Corporation
- 4 Wells Fargo & Company (Proforma including WB)
- 5 Goldman Sachs Group, Inc.
- 6 Morgan Stanley
- 7 PNC Financial Services Group, Inc. (Proforma including NCC)
- 8 State Street Corporation
- 9 Bank of New York Mellon Corporation
- 10 U.S. Bancorp
- 11 Capital One Financial Corporation
- 12 Regions Financial Corporation
- 13 BB&T Corporation
- 14 Fifth Third Bancorp
- 15 KeyCorp
- 16 Northern Trust Corporation
- 17 M&T Bank Corporation
- 18 Comerica Incorporated
- 19 Marshall & Ilsley Corporation
- 20 Huntington Bancshares Incorporated
- 21 Zions Bancorporation
- 22 Popular, Inc.
- 23 Synovus Financial Corp.
- 24 First Horizon National Corporation

[SunTrust logo]

**SunTrust Banks, Inc.
2009 Stock Plan**

R ESTRIC TED S TOCK A GREEMENT

SunTrust Banks, Inc. (“SunTrust”), a Georgia corporation, pursuant to action of the Compensation Committee (“Committee”) of its Board of Directors and in accordance with the SunTrust Banks, Inc. 2009 Stock Plan (“Plan”), has granted restricted shares of SunTrust Common Stock, \$1.00 par value (“Restricted Stock”), upon the following terms as an incentive for Grantee to promote the interests of SunTrust:

Name of Grantee _____

Shares of
Restricted Stock _____

Grant Date _____

This Restricted Stock Agreement (the “Stock Agreement”) evidences this Grant, which has been made subject to all the terms and conditions set forth on the attached Terms and Conditions and in the Plan.

SUNTRUST BANKS, INC.

Authorized Officer

§ 1. EFFECTIVE DATE. This Grant of Restricted Stock to the Grantee is effective as of _____(the “Grant Date”).

§ 2. VESTING. All shares of Restricted Stock granted to the Grantee pursuant to this Grant shall vest on the applicable day specified in the following vesting schedule (each a “Vesting Date”):

[33 1/3 %]	% of the Grant shall be vested on the first anniversary of the Grant Date;
[33 1/3 %]	% of the Grant shall be vested on the second anniversary of the Grant Date;
[33 1/3 %]	% of the Grant shall be vested on the third anniversary of the Grant Date.

No shares shall vest on a Vesting Date unless the Grantee is an active employee of SunTrust or a Subsidiary on the Vesting Date and has been in the continuous employment of SunTrust or a Subsidiary from the Grant Date through the applicable Vesting Date. If Grantee is not an active employee of SunTrust or a Subsidiary on a Vesting Date, Grantee forfeits all rights to any shares that would otherwise vest on that Vesting Date and on any subsequent Vesting Date. Shares may vest prior to the Vesting Dates set forth above in accordance with the provisions of § 3 or § 4.

§ 3. ACCELERATED VESTING: CHANGE IN CONTROL. (a) Any shares of Restricted Stock not previously vested shall vest on the date that all of the following events have occurred: (i) there is a Change in Control of SunTrust on or before a Vesting Date; (ii) the Grantee’s employment with SunTrust terminates after the date of such Change in Control and at any time before the third anniversary of the date of such Change in Control, and (iii) such termination of Grantee’s employment is either (1) involuntary on the part of the Grantee and does not result from his or her death or disability within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and does not constitute a Termination for Cause, or (2) voluntary on the part of the Grantee and constitutes a Termination for Good Reason.

(b) Termination for Cause – means a termination of employment which is made primarily because of (i) the Grantee’s willful and continued failure to perform his job duties in a satisfactory manner after written notice from SunTrust to Grantee and a thirty (30) day period in which to cure such failure, (ii) the Grantee’s conviction of a felony or engagement in a dishonest act, misappropriation of funds, embezzlement, criminal conduct or common law fraud, (iii) the Grantee’s material violation of the Code of Business Conduct and Ethics of SunTrust or the Code of Conduct of a Subsidiary, (iv) the Grantee’s engagement in an act that materially damages or materially prejudices SunTrust or any Subsidiary or the Grantee’s engagement in activities materially damaging to the property, business or reputation of SunTrust or any Subsidiary; or (v) the Grantee’s failure and refusal to comply in any material respect with the current and any future amended policies, standards and regulations of SunTrust, any Subsidiary and their regulatory agencies, if such failure continues after written notice from SunTrust to the Grantee and a thirty (30) day period in which to cure such failure, or the determination by any such governing agency that the Grantee may no longer serve as an officer of SunTrust or a Subsidiary.

Notwithstanding anything herein to the contrary, if the Grantee is subject to the terms of a change in control agreement with SunTrust (the “Change in Control Agreement”) at the time of his termination of employment with SunTrust or a Subsidiary, solely for purposes this Stock Agreement, “Cause” shall have the meaning provided in the Change in Control Agreement.

(c) Termination for Good Reason – means a termination of employment made primarily because of (i) a failure to elect or reelect or to appoint or to reappoint Grantee to, or the removal of Grantee from, the position which he or she held with SunTrust prior to the Change in Control, (ii) a substantial change by the Board or supervising management in Grantee's functions, duties or responsibilities, which change would cause Grantee's position with SunTrust to become of less dignity, responsibility, importance or scope than the position held by Grantee prior to the Change in Control or (iii) a substantial reduction of Grantee's annual compensation from the lesser of: (A) the level in effect prior to the Change in Control or (B) any level established thereafter with the consent of Grantee.

Notwithstanding anything herein to the contrary, if the Grantee is subject to the terms of a Change in Control Agreement at the time of his termination of employment with SunTrust or a Subsidiary, solely for purposes of this Stock Agreement, "Good Reason" shall have the meaning provided in the Change in Control Agreement.

§ 4. TERMINATION OF EMPLOYMENT.

(a) If prior to a Vesting Date, the Grantee's employment with SunTrust and its Subsidiaries terminates for any reason other than those described in § 4(b), § 4(c), or § 4(d), and the termination does not result in accelerated vesting as described in § 3, then any shares of Restricted Stock that are not then vested shall be completely forfeited on the date of such termination of Grantee's employment. Notwithstanding anything in § 4 to the contrary, if Grantee's employment with SunTrust and its Subsidiaries is terminated "For Cause," as described above, any Restricted Stock which has not vested and become nonforfeitable prior to the effective date of such termination will immediately and automatically without any action on the part of the Grantee or SunTrust, be forfeited by the Grantee.

(b) If the Grantee's employment with SunTrust terminates prior to a Vesting Date as a result of the Grantee's (i) death, or (ii) disability within the meaning of Code Section 22(e)(3), then any shares of Restricted Stock not previously vested shall be vested immediately on the date of such termination of Grantee's employment.

(c) If the Grantee's employment with SunTrust terminates prior to a Vesting Date as a result of the Grantee's Retirement, then a pro-rata number of shares shall be vested based on the Grantee's service completed from the Grant Date through the date of such Grantee's actual retirement date. For purposes of this Stock Agreement, "Retirement" means the voluntary termination of employment by the Grantee from SunTrust or its Subsidiaries on or after attaining age 55 and having completed five (5) or more years of service as determined in accordance with the terms of the SunTrust Banks, Inc. Retirement Plan, as amended from time to time (the "Retirement Plan"). A Grantee who is vested in the Retirement Plan benefit but terminates employment before attaining age 55 or completing at least five (5) years of service is not treated for purposes of this Stock Agreement as terminating employment due to Retirement.

(d) If the Grantee's employment with SunTrust is involuntarily terminated by reason of a reduction in force which results in Grantee's eligibility for payment of a severance benefit pursuant to the terms of the SunTrust Banks, Inc. Severance Pay Plan or any successor to such plan, then a pro-rata number of shares shall be vested based on the Grantee's service completed from the Grant Date through the date of such termination of Grantee's employment.

(e) For purposes of § 4(c) or 4(d) above, the pro-rata number of shares that vest upon termination of employment shall equal the difference between (i) the number of shares determined by multiplying: (1) the total number of shares subject to this Stock Agreement; by (2) a fraction, the numerator of which is equal to the number of days from the Grant Date through the date of such termination, and the denominator of which is equal to the number of days from the Grant Date through the final Vesting Date listed in § 2; and (ii) the number of shares that have vested on or prior to the date of such termination.

§ 5. GRANTEE'S RIGHTS DURING RESTRICTED PERIOD.

(a) During any period when the shares of Restricted Stock are forfeitable, the Grantee may generally exercise all the rights, powers, and privileges of a shareholder with respect to the shares of Restricted Stock, including the right to vote such shares and to receive all regular cash dividends and any stock dividends, and such other distributions as the Committee may designate in its sole discretion, that are paid or distributed on such shares of Restricted Stock. Any Stock dividends declared on a share of Restricted Stock shall be treated as part of the Grant of Restricted Stock and shall be forfeited or become nonforfeitable at the same time as the underlying Stock with respect to which the Stock dividend was declared.

(b) No rights granted under the Plan or this Stock Agreement and no shares issued pursuant to this Grant shall be deemed transferable by the Grantee other than by will or by the laws of descent and distribution prior to the time the Grantee's interest in such shares has become fully vested.

§ 6. DELIVERY OF VESTED SHARES.

(a) Shares of Restricted Stock that have vested in accordance with § 2, § 3 or § 4 shall be delivered (via certificate or such other method as the Committee determines) to the Grantee as soon as practicable after vesting occurs.

(b) By accepting shares of Restricted Stock, the Grantee agrees not to sell shares at a time when applicable laws or SunTrust's rules prohibit a sale. This restriction will apply as long as the Grantee is an employee, consultant or director of SunTrust or a Subsidiary of SunTrust. Upon receipt of nonforfeitable shares subject to this Stock Agreement, the Grantee agrees, if so requested by SunTrust, to hold such shares for investment and not with a view of resale or distribution to the public, and if requested by SunTrust, the Grantee must deliver to SunTrust a written statement satisfactory to SunTrust to that effect. The Committee may refuse to deliver (via certificate or such other method as the Committee determines) any shares to Grantee for which Grantee refuses to provide an appropriate statement.

(c) To the extent that Grantee does not vest in any shares of Restricted Stock, all interest in such shares shall be forfeited. The Grantee has no right or interest in any share of Restricted Stock that is forfeited.

§ 7. WITHHOLDING.

(a) Upon the vesting of any shares of Restricted Stock, the Grantee must pay to SunTrust any applicable federal, state or local withholding tax due as a result of the vesting. Alternatively, if the Grantee makes a proper Code Section 83(b) election, the Grantee must notify SunTrust in accordance with the requirements of Code Section 83(b) and promptly pay to SunTrust the applicable federal, state, and local withholding taxes due with respect to the shares of Restricted Stock subject to the election.

(b) The Committee shall have the right to reduce the number of shares of Stock delivered (via certificate or such other method as the Committee determines) to the Grantee to satisfy the minimum applicable tax withholding requirements, and the Grantee shall have the right (absent any such action by the Committee and subject to satisfying the requirements under Rule 16b-3) to elect that the minimum applicable tax withholding requirements be satisfied through a reduction in the number of shares of Stock delivered (via certificate or such other method as the Committee determines) to him.

§ 8. NO EMPLOYMENT RIGHTS. Nothing in the Plan or this Stock Agreement or any related material shall give the Grantee the right to continue in the employment of SunTrust or any Subsidiary or adversely affect the right of SunTrust or any Subsidiary to terminate the Grantee's employment with or without cause at any time.

§ 9. OTHER LAWS. SunTrust shall have the right to refuse to issue or transfer any shares under this Stock Agreement if SunTrust acting in its absolute discretion determines that the issuance or transfer of such Stock might violate any applicable law or regulation.

§ 10. MISCELLANEOUS.

- (a) This Stock Agreement shall be subject to all of the provisions, definitions, terms and conditions set forth in the Plan and any interpretations, rules and regulations promulgated by the Committee from time to time, all of which are incorporated by reference in this Stock Agreement.
- (b) The Plan and this Stock Agreement shall be governed by the laws of the State of Georgia (without regard to its choice-of-law provisions).
- (c) Any written notices provided for in this Stock Agreement that are sent by mail shall be deemed received three (3) business days after mailing, but not later than the date of actual receipt. Notices shall be directed, if to Grantee, at Grantee's address indicated by SunTrust's records and, if to SunTrust, at SunTrust's principal executive office.
- (d) If one or more of the provisions of this Stock Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provisions shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Stock Agreement to be construed so as to foster the intent of this Stock Agreement and the Plan.
- (e) This Stock Agreement (which incorporates the terms and conditions of the Plan) constitutes the entire agreement of the parties with respect to the subject matter hereof. This Stock Agreement supersedes all prior discussions, negotiations, understandings, commitments and agreements with respect to such matters.

[SunTrust logo]

**SunTrust Banks, Inc.
2009 Stock Plan**

R ESTRIC TED S TOCK A GREEMENT

SunTrust Banks, Inc. (“SunTrust”), a Georgia corporation, pursuant to action of the Compensation Committee (“Committee”) of its Board of Directors and in accordance with the SunTrust Banks, Inc. 2009 Stock Plan (“Plan”), has granted restricted shares of SunTrust Common Stock, \$1.00 par value (“Restricted Stock”), upon the following terms as an incentive for Grantee to promote the interests of SunTrust:

Name of Grantee _____

Shares of Restricted Stock _____

Grant Date _____

This Restricted Stock Agreement (the “Stock Agreement”) evidences this Grant, which has been made subject to all the terms and conditions set forth on the attached Terms and Conditions and in the Plan.

SUNTRUST BANKS, INC.

Authorized Officer

§ 1. EFFECTIVE DATE. This Grant of Restricted Stock to the Grantee is effective as of _____(the “Grant Date”).

§ 2. VESTING. All shares of Restricted Stock, if not earlier vested, shall vest on the third (3rd) anniversary of the Grant Date (the “Vesting Date”), provided that on the Vesting Date, the Grantee is an active employee of SunTrust or a Subsidiary and has been in the continuous employment of SunTrust or a Subsidiary from the Grant Date through the Vesting Date. If Grantee is not an active employee of SunTrust or a Subsidiary on the Vesting Date, Grantee forfeits all rights to any shares that would otherwise vest on the Vesting Date; provided, however, shares may vest prior to the Vesting Date in accordance with the provisions of § 3 or § 4.

§ 3. ACCELERATED VESTING: CHANGE IN CONTROL. (a) Any shares of Restricted Stock not previously vested shall vest on the date that all of the following events have occurred: (i) there is a Change in Control of SunTrust on or before the Vesting Date; (ii) the Grantee’s employment with SunTrust terminates after the date of such Change in Control and at any time before the third anniversary of the date of such Change in Control, and (iii) such termination of Grantee’s employment is either (1) involuntary on the part of the Grantee and does not result from his or her death or disability within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and does not constitute a Termination for Cause, or (2) voluntary on the part of the Grantee and constitutes a Termination for Good Reason.

(b) Termination for Cause – means a termination of employment which is made primarily because of (i) the Grantee’s willful and continued failure to perform his job duties in a satisfactory manner after written notice from SunTrust to Grantee and a thirty (30) day period in which to cure such failure, (ii) the Grantee’s conviction of a felony or engagement in a dishonest act, misappropriation of funds, embezzlement, criminal conduct or common law fraud, (iii) the Grantee’s material violation of the Code of Business Conduct and Ethics of SunTrust or the Code of Conduct of a Subsidiary, (iv) the Grantee’s engagement in an act that materially damages or materially prejudices SunTrust or any Subsidiary or the Grantee’s engagement in activities materially damaging to the property, business or reputation of SunTrust or any Subsidiary; or (v) the Grantee’s failure and refusal to comply in any material respect with the current and any future amended policies, standards and regulations of SunTrust, any Subsidiary and their regulatory agencies, if such failure continues after written notice from SunTrust to the Grantee and a thirty (30) day period in which to cure such failure, or the determination by any such governing agency that the Grantee may no longer serve as an officer of SunTrust or a Subsidiary.

Notwithstanding anything herein to the contrary, if the Grantee is subject to the terms of a change in control agreement with SunTrust (the “Change in Control Agreement”) at the time of his termination of employment with SunTrust or a Subsidiary, solely for purposes this Stock Agreement, “Cause” shall have the meaning provided in the Change in Control Agreement.

(c) Termination for Good Reason – means a termination of employment made primarily because of (i) a failure to elect or reelect or to appoint or to reappoint Grantee to, or the removal of Grantee from, the position which he or she held with SunTrust prior to the Change in Control, (ii) a substantial change by the Board or supervising management in Grantee’s functions, duties or responsibilities, which change would cause Grantee’s position with SunTrust to become of less dignity, responsibility, importance or scope than the position held by Grantee prior to the Change in Control or (iii) a substantial reduction of Grantee’s annual compensation from the lesser of: (A) the level in effect prior to the Change in Control or (B) any level established thereafter with the consent of Grantee.

Notwithstanding anything herein to the contrary, if the Grantee is subject to the terms of a Change in Control Agreement at the time of his termination of employment with SunTrust or a Subsidiary, solely for purposes of this Stock Agreement, “Good Reason” shall have the meaning provided in the Change in Control Agreement.

§ 4. TERMINATION OF EMPLOYMENT.

(a) If prior to the Vesting Date, the Grantee's employment with SunTrust and its Subsidiaries terminates for any reason other than those described in § 4(b), § 4(c), or § 4(d), and the termination does not result in accelerated vesting as described in § 3, then any shares of Restricted Stock that are not then vested shall be completely forfeited on the date of such termination of Grantee's employment. Notwithstanding anything in § 4 to the contrary, if Grantee's employment with SunTrust and its Subsidiaries is terminated "For Cause," as described above, any Restricted Stock which has not vested and become nonforfeitable prior to the effective date of such termination will immediately and automatically without any action on the part of the Grantee or SunTrust, be forfeited by the Grantee.

(b) If the Grantee's employment with SunTrust terminates prior to the Vesting Date as a result of the Grantee's (i) death, or (ii) disability within the meaning of Code Section 22(e)(3), then any shares of Restricted Stock not previously vested shall be vested immediately on the date of such termination of Grantee's employment.

(c) If the Grantee's employment with SunTrust terminates prior to a Vesting Date as a result of the Grantee's Retirement, then a pro-rata number of shares shall be vested based on the Grantee's service completed from the Grant Date through the date of such Grantee's actual retirement date. For purposes of this Stock Agreement, "Retirement" means the voluntary termination of employment by the Grantee from SunTrust or its Subsidiaries on or after attaining age 55 and having completed five (5) or more years of service as determined in accordance with the terms of the SunTrust Banks, Inc. Retirement Plan, as amended from time to time (the "Retirement Plan"). A Grantee who is vested in the Retirement Plan benefit but terminates employment before attaining age 55 or completing at least five (5) years of service is not treated for purposes of this Stock Agreement as terminating employment due to Retirement.

(d) If the Grantee's employment with SunTrust is involuntarily terminated by reason of a reduction in force which results in Grantee's eligibility for payment of a severance benefit pursuant to the terms of the SunTrust Banks, Inc. Severance Pay Plan or any successor to such plan, then a pro-rata number of shares shall be vested based on the Grantee's service completed from the Grant Date through the date of such termination of Grantee's employment.

(e) For purposes of § 4(c) or 4(d) above, the pro-rata calculation shall be made by multiplying the number of shares of Restricted Stock that are not then vested by a fraction, the numerator of which is equal to the number of days from the Grant Date through the date of such termination of employment, and the denominator of which is equal to the number of days from the Grant Date through the Vesting Date.

§ 5. GRANTEE'S RIGHTS DURING RESTRICTED PERIOD.

(a) During any period when the shares of Restricted Stock are forfeitable, the Grantee may generally exercise all the rights, powers, and privileges of a shareholder with respect to the shares of Restricted Stock, including the right to vote such shares and to receive all regular cash dividends and any stock dividends, and such other distributions as the Committee may designate in its sole discretion, that are paid or distributed on such shares of Restricted Stock. Any Stock dividends declared on a share of Restricted Stock shall be treated as part of the Grant of Restricted Stock and shall be forfeited or become nonforfeitable at the same time as the underlying Stock with respect to which the Stock dividend was declared.

(b) No rights granted under the Plan or this Stock Agreement and no shares issued pursuant to this Grant shall be deemed transferable by the Grantee other than by will or by the laws of descent and distribution prior to the time the Grantee's interest in such shares has become fully vested.

§ 6. DELIVERY OF VESTED SHARES.

(a) Shares of Restricted Stock that have vested in accordance with § 2, § 3 or § 4 shall be delivered (via certificate or such other method as the Committee determines) to the Grantee as soon as practicable after vesting occurs.

(b) By accepting shares of Restricted Stock, the Grantee agrees not to sell shares at a time when applicable laws or SunTrust's rules prohibit a sale. This restriction will apply as long as the Grantee is an employee, consultant or director of SunTrust or a Subsidiary of SunTrust. Upon receipt of nonforfeitable shares subject to this Stock Agreement, the Grantee agrees, if so requested by SunTrust, to hold such shares for investment and not with a view of resale or distribution to the public, and if requested by SunTrust, the Grantee must deliver to SunTrust a written statement satisfactory to SunTrust to that effect. The Committee may refuse to deliver (via certificate or such other method as the Committee determines) any shares to Grantee for which Grantee refuses to provide an appropriate statement.

(c) To the extent that Grantee does not vest in any shares of Restricted Stock, all interest in such shares shall be forfeited. The Grantee has no right or interest in any share of Restricted Stock that is forfeited.

§ 7. WITHHOLDING.

(a) Upon the vesting of any shares of Restricted Stock, the Grantee must pay to SunTrust any applicable federal, state or local withholding tax due as a result of the vesting. Alternatively, if the Grantee makes a proper Code Section 83(b) election, the Grantee must notify SunTrust in accordance with the requirements of Code Section 83(b) and promptly pay to SunTrust the applicable federal, state, and local withholding taxes due with respect to the shares of Restricted Stock subject to the election.

(b) The Committee shall have the right to reduce the number of shares of Stock delivered (via certificate or such other method as the Committee determines) to the Grantee to satisfy the minimum applicable tax withholding requirements, and the Grantee shall have the right (absent any such action by the Committee and subject to satisfying the requirements under Rule 16b-3) to elect that the minimum applicable tax withholding requirements be satisfied through a reduction in the number of shares of Stock delivered (via certificate or such other method as the Committee determines) to him.

§ 8. NO EMPLOYMENT RIGHTS. Nothing in the Plan or this Stock Agreement or any related material shall give the Grantee the right to continue in the employment of SunTrust or any Subsidiary or adversely affect the right of SunTrust or any Subsidiary to terminate the Grantee's employment with or without cause at any time.

§ 9. OTHER LAWS. SunTrust shall have the right to refuse to issue or transfer any shares under this Stock Agreement if SunTrust acting in its absolute discretion determines that the issuance or transfer of such Stock might violate any applicable law or regulation.

§ 10. MISCELLANEOUS.

(a) This Stock Agreement shall be subject to all of the provisions, definitions, terms and conditions set forth in the Plan and any interpretations, rules and regulations promulgated by the Committee from time to time, all of which are incorporated by reference in this Stock Agreement.

(b) The Plan and this Stock Agreement shall be governed by the laws of the State of Georgia (without regard to its choice-of-law provisions).

(c) Any written notices provided for in this Stock Agreement that are sent by mail shall be deemed received three (3) business days after mailing, but not later than the date of actual receipt. Notices shall be directed, if to Grantee, at Grantee's address indicated by SunTrust's records and, if to SunTrust, at SunTrust's principal executive office.

(d) If one or more of the provisions of this Stock Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provisions shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Stock Agreement to be construed so as to foster the intent of this Stock Agreement and the Plan.

(e) This Stock Agreement (which incorporates the terms and conditions of the Plan) constitutes the entire agreement of the parties with respect to the subject matter hereof. This Stock Agreement supersedes all prior discussions, negotiations, understandings, commitments and agreements with respect to such matters.

[SunTrust logo]

**SunTrust Banks, Inc.
2009 Stock Plan**

N ON -E MPLOYEE D IRECTOR
R ESTRICITED S TOCK A GREEMENT

SunTrust Banks, Inc. ("SunTrust"), a Georgia corporation, upon the recommendation of the Governance and Nominating Committee of its Board of Directors and pursuant to action of the Compensation Committee ("Committee") in accordance with the SunTrust Banks, Inc. 2009 Stock Plan ("Plan"), has granted restricted shares of SunTrust Common Stock, \$1.00 par value ("Restricted Stock"), upon the following terms as an incentive for Grantee to promote the interests of SunTrust and its Subsidiaries.

Name of Grantee _____

Shares of Restricted Stock _____

Grant Date _____

This Non-Employee Director Restricted Stock Agreement (the "Stock Agreement") evidences this Grant, which has been made subject to all the terms and conditions set forth on the attached Terms and Conditions and in the Plan.

SUNTRUST BANKS, INC.

Authorized Officer

§ 1. EFFECTIVE DATE. This Grant of Restricted Stock to the Grantee is effective as of _____ (“Grant Date”).

§ 2. VESTING. All shares of Restricted Stock subject to this Grant shall vest on _____ (“Vesting Date”), provided that Grantee remains an active member of SunTrust’s Board of Directors (“Board”) through that date and such shares have not previously vested or been forfeited pursuant to § 3.

§ 3. ACCELERATED VESTING.

(a) If the Grantee’s membership on the Board terminates prior to the Vesting Date as a result of the Grantee’s (i) death; (ii) disability within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended; or (iii) attainment of mandatory retirement age for Board members, then a pro rata number of shares of Restricted Stock shall be vested on the date of the Grantee’s departure from the Board, equal to the product of: (A) the number of shares of Restricted Stock that are not then vested; multiplied by (B) a fraction, the numerator of which is equal to the number of days since the Grant Date through the date of such termination of membership on the Board, and the denominator of which is equal to the number of days from the Grant Date through the Vesting Date.

(b) If there is a Change in Control of SunTrust followed by the involuntary termination of the Grantee’s membership on the Board prior to the Vesting Date and if such termination is not a Termination for Cause, then any shares of Restricted Stock not previously vested or forfeited shall become vested on the date of such termination. For purposes of this § 3(b), “Termination for Cause” means termination of membership on the Board which is made primarily because of (i) Grantee’s commission of a felony, or Grantee’s perpetration of a dishonest act, misappropriation of funds, embezzlement, criminal conduct or common law fraud against SunTrust or any Subsidiary, or (ii) any other willful act or omission of the Grantee which is materially injurious to the financial condition or business reputation of SunTrust or any Subsidiary.

(c) If the Grantee’s membership on the Board terminates prior to the Vesting Date for any reason other than those described in § 3(a) or § 3(b), then any shares of Restricted Stock that are not then vested shall be completely forfeited on the date of such termination.

§ 4. GRANTEE’S RIGHTS DURING RESTRICTED PERIOD.

(a) During any period when the shares of Restricted Stock are forfeitable, the Grantee may generally exercise all the rights, powers, and privileges of a shareholder with respect to the shares of Restricted Stock, including the right to vote such shares and to receive all regular cash dividends and any stock dividends, and such other distributions as the Committee may designate in its sole discretion, that are paid or distributed on such shares of Restricted Stock. Any Stock dividends declared on a share of Restricted Stock shall be treated as part of the Grant of Restricted Stock and shall be forfeited or become nonforfeitable at the same time as the underlying Stock with respect to which the Stock dividend was declared.

(b) No rights granted under the Plan or this Stock Agreement and no shares issued pursuant to this Grant shall be deemed transferable by the Grantee other than by will or by the laws of descent and distribution prior to the time the Grantee’s interest in such shares has become fully vested.

§ 5. DELIVERY OF VESTED SHARES.

(a) Shares of Restricted Stock that have vested in accordance with § 2 or § 3 shall be delivered (via certificate or such other method as the Committee determines) to the Grantee as soon as practicable after vesting occurs.

(b) By accepting shares of Restricted Stock, the Grantee agrees not to sell such shares at a time when applicable laws or SunTrust’s rules prohibit a sale. This restriction will apply as long as the Grantee is a director, employee or consultant of SunTrust or a Subsidiary. Upon receipt of nonforfeitable shares subject to this Stock Agreement, the Grantee agrees, if so requested by SunTrust, to hold such shares for investment and not with a view of resale or distribution to the public, and if requested by SunTrust, the Grantee must deliver to SunTrust a written statement satisfactory to SunTrust to that effect. The Committee may refuse to deliver (via certificate or such other method as the Committee determines) any shares to Grantee for which Grantee refuses to provide an appropriate statement.

(c) To the extent that Grantee does not vest in any shares of Restricted Stock, all interest in such shares shall be forfeited. The Grantee has no right or interest in any share of Restricted Stock that is forfeited.

§ 6. OTHER LAWS. SunTrust shall have the right to refuse to issue or transfer any shares under this Stock Agreement if SunTrust acting in its absolute discretion determines that the issuance or transfer of such Stock might violate any applicable law or regulation.

§ 7. MISCELLANEOUS.

(a) This Stock Agreement shall be subject to all of the provisions, definitions, terms and conditions set forth in the Plan and any interpretations, rules and regulations promulgated by the Committee from time to time, all of which are incorporated by reference in this Stock Agreement.

(b) The Plan and this Stock Agreement shall be governed by the laws of the State of Georgia (without regard to its choice-of-law provisions).

(c) Any written notices provided for in this Stock Agreement that are sent by mail shall be deemed received three (3) business days after mailing, but not later than the date of actual receipt. Notices shall be directed, if to Grantee, at Grantee's address indicated by SunTrust's records and, if to SunTrust, at SunTrust's principal executive office.

(d) If one or more of the provisions of this Stock Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provisions shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Stock Agreement to be construed so as to foster the intent of this Stock Agreement and the Plan.

(e) This Stock Agreement (which incorporates the terms and conditions of the Plan) constitutes the entire agreement of the parties with respect to the subject matter hereof. This Stock Agreement supersedes all prior discussions, negotiations, understandings, commitments and agreements with respect to such matters.

[SunTrust logo]

**SunTrust Banks, Inc.
2009 Stock Plan**

P ERFORMANCE S TOCK A GREEMENT

SunTrust Banks, Inc. (“SunTrust”), a Georgia corporation, pursuant to action of the Compensation Committee (“Committee”) of its Board of Directors and in accordance with the SunTrust Banks, Inc. 2009 Stock Plan (“Plan”), has granted performance restricted shares of SunTrust Common Stock, \$1.00 par value (“Performance Stock”), upon the following terms as an incentive for the Grantee to promote the interests of SunTrust and its Subsidiaries:

Name of Grantee	_____
Number of Shares of Performance Stock	<u>[Insert 150% of Target]</u>
Grant Date	_____

This Performance Stock Agreement (the “Stock Agreement”) evidences this grant, which has been made subject to all the terms and conditions set forth on the attached Terms and Conditions and in the Plan.

SUNTRUST BANKS, INC.

Authorized Officer

§ 1. EFFECTIVE DATE. This grant of Performance Stock to the Grantee is effective as of _____(the "Grant Date").

§ 2. DEFINITIONS. Whenever the following terms are used in this Stock Agreement, they shall have the meanings set forth below. Capitalized terms not otherwise defined in this Stock Agreement shall have the same meanings as in the Plan.

- (a) Change in Control Agreement – means a change in control agreement by and between SunTrust and the Grantee.
- (b) Code – means the Internal Revenue Code of 1986, as amended.
- (c) Disability – means a disability within the meaning of Code Section 22(e)(3).
- (d) Performance Level – means the level of performance achieved by SunTrust during a measurement period (generally, the Performance Period) based on the TSR Percentile for such period.
- (e) Performance Period – means the period commencing January 1, 2009 and ending on December 31, 2011.
- (f) Retirement – means the voluntary termination of employment by the Grantee from SunTrust or its Subsidiaries on or after attaining age 55 and having completed five (5) or more years of service as determined in accordance with the terms of the SunTrust Banks, Inc. Retirement Plan, as amended from time to time (the "Retirement Plan"). For purposes of this Stock Agreement, a Grantee who is vested in the Retirement Plan benefit but terminates employment before attaining age 55 or completing at least five (5) years of service is not treated as terminating employment due to Retirement from SunTrust or its Subsidiaries.
- (g) Termination for Cause or Terminated for Cause – means a termination of employment which is made primarily because of (i) the Grantee's willful and continued failure to perform his job duties in a satisfactory manner after written notice from SunTrust to Grantee and a thirty (30) day period in which to cure such failure, (ii) the Grantee's conviction of a felony or engagement in a dishonest act, misappropriation of funds, embezzlement, criminal conduct or common law fraud, (iii) the Grantee's material violation of the Code of Business Conduct and Ethics of SunTrust or the Code of Conduct of a Subsidiary, (iv) the Grantee's engagement in an act that materially damages or materially prejudices SunTrust or any Subsidiary or the Grantee's engagement in activities materially damaging to the property, business or reputation of SunTrust or any Subsidiary; or (v) the Grantee's failure and refusal to comply in any material respect with the current and any future amended policies, standards and regulations of SunTrust, any Subsidiary and their regulatory agencies, if such failure continues after written notice from SunTrust to the Grantee and a thirty (30) day period in which to cure such failure, or the determination by any such governing agency that the Grantee may no longer serve as an officer of SunTrust or a Subsidiary.

Notwithstanding anything herein to the contrary, if the Grantee is subject to the terms of a Change in Control Agreement at the time of his termination of employment with SunTrust or a Subsidiary, solely for purposes this Stock Agreement, "Cause" shall have the meaning provided in the Change in Control Agreement.

- (h) Termination for Good Reason – means a termination of employment made primarily because of (i) a failure to elect or reelect or to appoint or to reappoint Grantee to, or the removal of Grantee from, the position which he or she held with SunTrust prior to the Change in Control, (ii) a substantial change by the Board or supervising management in Grantee's functions, duties or responsibilities, which change would cause Grantee's position with SunTrust to become of less dignity, responsibility, importance or scope than the position held by Grantee prior to the Change in Control or (iii) a substantial reduction of Grantee's annual compensation from the lesser of: (A) the level in effect prior to the Change in Control or (B) any level established thereafter with the consent of the Grantee.

Notwithstanding anything herein to the contrary, if the Grantee is subject to the terms of a Change in Control Agreement at the time of his termination of employment with SunTrust or a Subsidiary, solely for purposes of this Stock Agreement, "Good Reason" shall have the meaning provided in the Change in Control Agreement.

(i) Total Shareholder Return or TSR – means a company's total shareholder return, calculated based on the stock price appreciation during a specified measurement period plus the value of dividends paid on such stock during the measurement period (which shall be deemed to have been reinvested in the underlying company's stock).

(j) TSR Percentile – means the percentile rank of the TSR for SunTrust during the Performance Period relative to the TSR for the 24 companies listed on Appendix A (the "Peer Group") during the Performance Period; provided, however, that for purposes of measuring the TSR Percentile: (i) the Committee reserves the right to make adjustments to the Peer Group based on developments that occur during the Performance Period, such as removing from the Peer Group, retroactively to the beginning of the Performance Period, any company no longer existing as an independent entity or which has announced it is being acquired; and (ii) the beginning and ending TSR values shall be calculated based on the average of the closing prices of the applicable company's stock for the 20 trading days prior to and including the beginning or ending date, as applicable, of the Performance Period.

§ 3. PERFORMANCE BASED VESTING. The Grantee shall vest in a percentage of shares of Performance Stock corresponding to SunTrust's attainment of the Performance Level, as set forth in the table below, on December 31, 2011 (the "Vesting Date"); provided, that the Grantee has remained in continuous employment with SunTrust or a Subsidiary from the Grant Date through the Vesting Date. Shares of Performance Stock may vest prior to the Vesting Date in accordance with the provisions of § 4 or § 5.

Performance Level	SunTrust's TSR Percentile on the Vesting Date	Percentage of Shares of Performance Stock That Vest
Maximum	75 th TSR Percentile	100%
Target	50 th TSR Percentile	66 ^{2 / 3 %}
Threshold	25 th TSR Percentile	33 ^{1 / 3 %}
Below Threshold	Below 25 th TSR Percentile	0%

The percentage of shares of Performance Stock that vest if SunTrust's TSR Percentile on the Vesting Date is between the "Threshold" and "Target" or between the "Target" and "Maximum" Performance Levels shall be determined by linear interpolation. The Committee shall determine the number of shares of Performance Stock that shall vest by multiplying the "Percentage of Shares of Performance Stock That Vest," set forth above, by the number of shares of Performance Stock granted under this Stock Agreement.

§ 4. ACCELERATED VESTING: CHANGE IN CONTROL. In the event a Change in Control occurs prior to the Vesting Date and on or prior to any vesting date set forth in § 5, upon the earlier of: (a) the Vesting Date, provided that the Grantee has remained in continuous employment with SunTrust or a Subsidiary from the Grant Date through the Vesting Date; or (b) the date of the Grantee's termination of employment with SunTrust and its Subsidiaries as a result of: (i) an involuntary termination by SunTrust that does not constitute a Termination for Cause; (ii) the Grantee's death or Disability; or (iii) a voluntary termination by the Grantee as a result of Retirement or a Termination for Good Reason; the following number of shares of Performance Stock not previously vested shall vest: (A) the number of shares of Performance Stock that would have vested (if any) if the Performance Period ended on the date of the Change in Control (based on the actual Performance Level achieved through the date of the Change in Control) multiplied by a fraction, the numerator of which shall be the number of days from the Grant Date

through the date of such Change in Control, and the denominator of which shall be the total number of days in the original Performance Period; plus (B) the number of shares of Performance Stock that would have vested assuming SunTrust's achievement of the Target Performance Level multiplied by a fraction, the numerator of which shall be the number of days from the date of such Change in Control through the last day of the original Performance Period, and the denominator of which shall be the total number of days in the original Performance Period. In the event of such Change in Control, any shares of Performance Stock subject to this Stock Agreement that do not vest pursuant to this § 4 shall terminate and be completely forfeited on the earlier of the Vesting Date or the date of termination of the Grantee's employment.

Notwithstanding anything herein to the contrary, if the Grantee is subject to the terms of a Change in Control Agreement on the date of a Change in Control that provides for more generous vesting of the shares of Performance Stock, such vesting provisions of the Change in Control Agreement shall govern.

§ 5. TERMINATION OF EMPLOYMENT.

- (a) If prior to the Vesting Date and the date of a Change in Control, the Grantee's employment with SunTrust and its Subsidiaries terminates for any reason other than those described in § 5(b), § 5(c) or § 5(d), then any shares of Performance Stock subject to this Stock Agreement that are not then vested shall terminate and be completely forfeited on the date of such termination of the Grantee's employment. Notwithstanding anything in § 5 to the contrary, if the Grantee is Terminated for Cause from SunTrust and its Subsidiaries, any shares of Performance Stock which have not vested and become nonforfeitable prior to the effective date of such termination will immediately and automatically without any action on the part of the Grantee or SunTrust, be forfeited by the Grantee.
- (b) If the Grantee's employment with SunTrust terminates prior to the Vesting Date and the date of a Change in Control, as a result of the Grantee's (i) death, or (ii) Disability, then shares of Performance Stock not previously vested may vest immediately on the date of such termination. The number of shares, if any, that vests will be based on the number of shares of Performance Stock that would have vested (if any) if the Performance Period ended on such date (based on the actual Performance Level achieved (or the Target Performance Level, if such termination occurs less than one (1) year after the Grant Date)). In the event of such termination, any shares of Performance Stock subject to this Stock Agreement that do not vest pursuant to this § 5(b) shall terminate and be completely forfeited on such date.
- (c) If the Grantee's employment with SunTrust is involuntarily terminated prior to the Vesting Date and the date of a Change in Control, by reason of a reduction in force which results in the Grantee's eligibility for payment of a severance benefit pursuant to the terms of the SunTrust Banks, Inc. Severance Pay Plan or any successor to such plan, then a pro-rata number of shares of Performance Stock shall be vested at the end of the Performance Period, if any, based on the Grantee's service completed from the Grant Date through the date of such termination of the Grantee's employment.
- (d) If the Grantee's employment with SunTrust terminates prior to the Vesting Date and the date of a Change in Control, as a result of the Grantee's Retirement, then a pro-rata number of shares of Performance Stock shall be vested on the last day of the Performance Period, if any, based on the Grantee's service completed from the Grant Date through the date of such Grantee's actual retirement date.
- (e) For purposes of § 5(c) or 5(d) above, the pro-rata number of shares of Performance Stock vesting shall equal the product of: (i) the number of shares of Performance Stock that would have vested based on the actual Performance Level achieved as of the Vesting Date; multiplied by (ii) a fraction, the numerator of which is equal to the number of days from the Grant Date through the date of such termination of employment, and the denominator of which is equal to the number of days in the Performance Period. In the event of such pro-rata vesting described above, any shares of Performance Stock subject to this Stock Agreement that do not vest pursuant to this § 5(e) shall terminate and be completely forfeited on such date.

§ 6. GRANTEE'S RIGHTS DURING RESTRICTED PERIOD.

(a) During any period when the shares of Performance Stock are forfeitable, the Grantee may generally exercise all the rights, powers, and privileges of a shareholder with respect to the shares of Performance Stock, including the right to vote such shares; provided, however, all regular or extraordinary dividends declared on unvested shares of Performance Stock shall be treated as reinvested in additional shares of Stock and paid to the Grantee, only to the extent such shares of Performance Stock subsequently vest, such payment shall be made as soon as practicable after the date of vesting but not later than the March 15 of the first year following such date.

(b) No rights granted under the Plan or this Stock Agreement and no shares issued pursuant to this grant shall be deemed transferable by the Grantee other than by will or by the laws of descent and distribution prior to the time the Grantee's interest in such shares has become fully vested.

§ 7. DELIVERY OF VESTED SHARES.

(a) Shares of Performance Stock that have vested in accordance with § 3, § 4 or § 5 shall be delivered (via certificate or such other method as the Committee determines) to the Grantee as soon as practicable after vesting occurs; provided, however, no fractional shares shall be issued.

(b) By accepting shares of Performance Stock, the Grantee agrees not to sell shares at a time when applicable laws or SunTrust's rules prohibit a sale. This restriction will apply as long as the Grantee is an employee, consultant or director of SunTrust or a Subsidiary of SunTrust. Upon receipt of nonforfeitable shares subject to this Stock Agreement, the Grantee agrees, if so requested by SunTrust, to hold such shares for investment and not with a view of resale or distribution to the public, and if requested by SunTrust, the Grantee must deliver to SunTrust a written statement satisfactory to SunTrust to that effect. The Committee may refuse to deliver (via certificate or such other method as the Committee determines) any shares to the Grantee for which the Grantee refuses to provide an appropriate statement.

(c) To the extent that the Grantee does not vest in any shares of Performance Stock, all interest in such shares shall be forfeited. The Grantee has no right or interest in any share of Performance Stock or related dividend that is forfeited.

§ 8. WITHHOLDING.

(a) Upon the vesting of any shares of Performance Stock, the Grantee must pay to SunTrust any applicable federal, state or local withholding tax due as a result of the vesting. Alternatively, if the Grantee makes a proper Code Section 83(b) election, the Grantee must notify SunTrust in accordance with the requirements of Section 83(b) of the Code and promptly pay to SunTrust the applicable federal, state, and local withholding taxes due with respect to the shares of Performance Stock subject to the election.

(b) The Committee shall have the right to reduce the number of shares of Stock delivered (via certificate or such other method as the Committee determines) to the Grantee to satisfy the minimum applicable tax withholding requirements, and the Grantee shall have the right (absent any such action by the Committee and subject to satisfying the requirements under Rule 16b-3) to elect that the minimum applicable tax withholding requirements be satisfied through a reduction in the number of shares of Stock delivered (via certificate or such other method as the Committee determines) to him.

§ 9. NO EMPLOYMENT RIGHTS. Nothing in the Plan or this Stock Agreement or any related material shall give the Grantee the right to continue in the employment of SunTrust or any Subsidiary or adversely affect the right of SunTrust or any Subsidiary to terminate the Grantee's employment with or without cause at any time.

§ 10. OTHER LAWS. SunTrust shall have the right to refuse to issue or transfer any shares under this Stock Agreement if SunTrust acting in its absolute discretion determines that the issuance or transfer of such Stock might violate any applicable law or regulation.

§ 11. MISCELLANEOUS.

- (a) This Stock Agreement shall be subject to all of the provisions, definitions, terms and conditions set forth in the Plan and any interpretations, rules and regulations promulgated by the Committee from time to time, all of which are incorporated by reference in this Stock Agreement.
- (b) The Plan and this Stock Agreement shall be governed by the laws of the State of Georgia (without regard to its choice-of-law provisions).
- (c) Any written notices provided for in this Stock Agreement that are sent by mail shall be deemed received three (3) business days after mailing, but not later than the date of actual receipt. Notices shall be directed, if to the Grantee, at the Grantee's address indicated by SunTrust's records and, if to SunTrust, at SunTrust's principal executive office.
- (d) If one or more of the provisions of this Stock Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provisions shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Stock Agreement to be construed so as to foster the intent of this Stock Agreement and the Plan.
- (e) This Stock Agreement (which incorporates the terms and conditions of the Plan) constitutes the entire agreement of the parties with respect to the subject matter hereof. This Stock Agreement supersedes all prior discussions, negotiations, understandings, commitments and agreements with respect to such matters.

APPENDIX A

Peer Group - 24 Companies

Company Name

- 1 JPMorgan Chase & Co.
- 2 Citigroup Inc.
- 3 Bank of America Corporation
- 4 Wells Fargo & Company (Proforma including WB)
- 5 Goldman Sachs Group, Inc.
- 6 Morgan Stanley
- 7 PNC Financial Services Group, Inc. (Proforma including NCC)
- 8 State Street Corporation
- 9 Bank of New York Mellon Corporation
- 10 U.S. Bancorp
- 11 Capital One Financial Corporation
- 12 Regions Financial Corporation
- 13 BB&T Corporation
- 14 Fifth Third Bancorp
- 15 KeyCorp
- 16 Northern Trust Corporation
- 17 M&T Bank Corporation
- 18 Comerica Incorporated
- 19 Marshall & Ilsley Corporation
- 20 Huntington Bancshares Incorporated
- 21 Zions Bancorporation
- 22 Popular, Inc.
- 23 Synovus Financial Corp.
- 24 First Horizon National Corporation

[SunTrust logo]

**SunTrust Banks, Inc.
2009 Stock Plan**

P ERFORMANCE S TOCK U NIT A GREEMENT

SunTrust Banks, Inc. (“SunTrust”), a Georgia corporation, pursuant to action of the Compensation Committee (“Committee”) of its Board of Directors and in accordance with the SunTrust Banks, Inc. 2009 Stock Plan (“Plan”), has granted performance stock units (the “Performance Stock Units”) as an incentive for the Grantee to promote the interests of SunTrust and its Subsidiaries. Each Performance Stock Unit represents the right to receive a share of SunTrust Common Stock, \$1.00 par value, at a future date and time, subject to the terms of this Performance Stock Unit Agreement.

Name of Grantee _____

Number of Performance
Stock Units **[Insert Target Number of Units]**

Grant Date _____

This Performance Stock Unit Agreement (the “Unit Agreement”) evidences this grant, which has been made subject to all the terms and conditions set forth on the attached Terms and Conditions and in the Plan.

SUNTRUST BANKS, INC.

Authorized Officer

§ 1. EFFECTIVE DATE. This grant of Performance Stock Units to the Grantee is effective as of _____ (the “Grant Date”).

§ 2. DEFINITIONS. Whenever the following terms are used in this Unit Agreement, they shall have the meanings set forth below. Capitalized terms not otherwise defined in this Unit Agreement shall have the same meanings as in the Plan.

(a) Change in Control Agreement – means a change in control agreement by and between SunTrust and the Grantee.

(b) Code – means the Internal Revenue Code of 1986, as amended.

(c) Disability – means a disability within the meaning of Code Section 22(e)(3).

(d) Dividend Equivalent Right – means a right that entitles the Grantee to receive an amount equal to any dividends paid on a share of Stock, which dividends have a record date between the Grant Date and the date the Vested Units are paid; provided, however, the amount of any Dividend Equivalent Rights on unvested Performance Stock Units shall be treated as reinvested in additional shares of Stock on the date such dividends are paid.

(e) Performance Level – means the level of performance achieved by SunTrust during a measurement period (generally, the Performance Period) based on the TSR Percentile for such period.

(f) Performance Period – means the period commencing January 1, 2009 and ending on December 31, 2011.

(g) Retirement – means the voluntary termination of employment by the Grantee from SunTrust or its Subsidiaries on or after attaining age 55 and having completed five (5) or more years of service as determined in accordance with the terms of the SunTrust Banks, Inc. Retirement Plan, as amended from time to time (the “Retirement Plan”). For purposes of this Unit Agreement, a Grantee who is vested in the Retirement Plan benefit but terminates employment before attaining age 55 or completing at least five (5) years of service is not treated as terminating employment due to Retirement.

(h) Termination for Cause or Terminated for Cause – means a termination of employment which is made primarily because of (i) the Grantee’s willful and continued failure to perform his job duties in a satisfactory manner after written notice from SunTrust to Grantee and a thirty (30) day period in which to cure such failure, (ii) the Grantee’s conviction of a felony or engagement in a dishonest act, misappropriation of funds, embezzlement, criminal conduct or common law fraud, (iii) the Grantee’s material violation of the Code of Business Conduct and Ethics of SunTrust or the Code of Conduct of a Subsidiary, (iv) the Grantee’s engagement in an act that materially damages or materially prejudices SunTrust or any Subsidiary or the Grantee’s engagement in activities materially damaging to the property, business or reputation of SunTrust or any Subsidiary; or (v) the Grantee’s failure and refusal to comply in any material respect with the current and any future amended policies, standards and regulations of SunTrust, any Subsidiary and their regulatory agencies, if such failure continues after written notice from SunTrust to the Grantee and a thirty (30) day period in which to cure such failure, or the determination by any such governing agency that the Grantee may no longer serve as an officer of SunTrust or a Subsidiary.

Notwithstanding anything herein to the contrary, if the Grantee is subject to the terms of a Change in Control Agreement at the time of his termination of employment with SunTrust or a Subsidiary, solely for purposes this Unit Agreement, “Cause” shall have the meaning provided in the Change in Control Agreement.

(i) Termination for Good Reason – means a termination of employment made primarily because of (i) a failure to elect or reelect or to appoint or to reappoint Grantee to, or the removal of Grantee from, the position which he or she held with SunTrust prior to the Change in Control, (ii) a substantial change by the Board or supervising management in Grantee’s functions, duties or responsibilities, which change would

cause Grantee's position with SunTrust to become of less dignity, responsibility, importance or scope than the position held by Grantee prior to the Change in Control or (iii) a substantial reduction of Grantee's annual compensation from the lesser of: (A) the level in effect prior to the Change in Control or (B) any level established thereafter with the consent of the Grantee.

Notwithstanding anything herein to the contrary, if the Grantee is subject to the terms of a Change in Control Agreement at the time of his termination of employment with SunTrust or a Subsidiary, solely for purposes of this Unit Agreement, "Good Reason" shall have the meaning provided in the Change in Control Agreement.

(j) Total Shareholder Return or TSR – means a company's total shareholder return, calculated based on the stock price appreciation during a specified measurement period plus the value of dividends paid on such stock during the measurement period (which shall be deemed to have been reinvested in the underlying company's stock).

(k) TSR Percentile – means the percentile rank of the TSR for SunTrust during the Performance Period relative to the TSR for the 24 companies listed on Appendix A (the "Peer Group") during the Performance Period; provided, however, that for purposes of measuring the TSR Percentile: (i) the Committee reserves the right to make adjustments to the Peer Group based on developments that occur during the Performance Period, such as removing from the Peer Group, retroactively to the beginning of the Performance Period, any company no longer existing as an independent entity or which has announced it is being acquired; and (ii) the beginning and ending TSR values shall be calculated based on the average of the closing prices of the applicable company's stock for the 20 trading days prior to and including the beginning or ending date, as applicable, of the Performance Period.

§ 3. PERFORMANCE BASED VESTING. The Grantee shall vest in a percentage of Performance Stock Units (between 0% and 150%) corresponding to SunTrust's attainment of the Performance Level, as set forth in the table below, on December 31, 2011 (the "Vesting Date"); provided, that the Grantee has remained in continuous employment with SunTrust or a Subsidiary from the Grant Date through the Vesting Date. The Performance Stock Units may vest prior to the Vesting Date in accordance with the provisions of § 4 or § 5.

<u>Performance Level</u>	<u>SunTrust's TSR Percentile on the Vesting Date</u>	<u>Percentage of Performance Stock Units That Vest</u>
Maximum	75 th TSR Percentile	150%
Target	50 th TSR Percentile	100%
Threshold	25 th TSR Percentile	50%
Below Threshold	Below 25 th TSR Percentile	0%

The percentage of Performance Stock Units that vest if SunTrust's TSR Percentile on the Vesting Date is between the "Threshold" and "Target" or between the "Target" and "Maximum" Performance Levels shall be determined by linear interpolation. The Committee shall determine the number of Performance Stock Units that shall vest by multiplying the "Percentage of Performance Stock Units That Vest," set forth above, by the number of Performance Stock Units granted under this Unit Agreement.

§ 4. ACCELERATED VESTING: CHANGE IN CONTROL. In the event a Change in Control occurs prior to the Vesting Date and on or prior to any vesting date set forth in § 5, upon the earlier of: (a) the Vesting Date, provided that the Grantee has remained in continuous employment with SunTrust or a Subsidiary from the Grant Date through the Vesting Date; or (b) the date of the Grantee's termination of employment with SunTrust and its Subsidiaries as a result of: (i) an involuntary termination by SunTrust that does not result from the Grantee's death or Disability and does not constitute a Termination for Cause;

(ii) the Grantee's death or Disability; or (iii) a voluntary termination by the Grantee as a result of Retirement or a Termination for Good Reason; the following number of Performance Stock Units shall vest: (A) the number of Performance Stock Units that would have vested (if any) if the Performance Period ended on the date of the Change in Control (based on the actual Performance Level achieved through the date of the Change in Control) multiplied by a fraction, the numerator of which shall be the number of days from the Grant Date through the date of such Change in Control, and the denominator of which shall be the total number of days in the original Performance Period; plus (B) the number of Performance Stock Units that would have vested assuming SunTrust's achievement of the Target Performance Level multiplied by a fraction, the numerator of which shall be the number of days from the date of such Change in Control through the last day of the original Performance Period, and the denominator of which shall be the total number of days in the original Performance Period. In the event of such Change in Control, any Performance Stock Units (and related Dividend Equivalent Rights) subject to this Unit Agreement that do not vest pursuant to this § 4 shall terminate and be completely forfeited on the date of such termination of the Grantee's employment.

Notwithstanding anything herein to the contrary, if the Grantee is subject to the terms of a Change in Control Agreement on the date of a Change in Control that provides for more generous vesting of the Performance Stock Units, such vesting provisions of the Change in Control Agreement shall govern.

§ 5. TERMINATION OF EMPLOYMENT.

(a) If prior to the Vesting Date and the date of a Change in Control, the Grantee's employment with SunTrust and its Subsidiaries terminates for any reason other than those described in § 5(b), § 5(c) or § 5(d), then the Performance Stock Units (and related Dividend Equivalent Rights) subject to this Unit Agreement shall terminate and be completely forfeited on the date of such termination of the Grantee's employment.

Notwithstanding anything in § 5 to the contrary, if the Grantee is Terminated for Cause from SunTrust and its Subsidiaries prior to payment pursuant to § 6, all of the Performance Stock Units will immediately and automatically without any action on the part of the Grantee or SunTrust, be forfeited by the Grantee.

(b) If the Grantee's employment with SunTrust terminates prior to the Vesting Date and the date of a Change in Control, as a result of the Grantee's (i) death, or (ii) Disability, then Performance Stock Units may vest immediately on the date of such termination. The number of Performance Stock Units, if any, that vest will be based on the number of Performance Stock Units that would have vested (if any) if the Performance Period ended on such date (based on the actual Performance Level achieved (or the Target Performance Level, if such termination occurs less than one (1) year after the Grant Date)). In the event of such termination, any Performance Stock Units (and related Dividend Equivalent Rights) subject to this Unit Agreement that do not vest pursuant to this § 5(b) shall terminate and be completely forfeited on such date.

(c) If the Grantee's employment with SunTrust is involuntarily terminated prior to the Vesting Date and the date of a Change in Control, by reason of a reduction in force which results in the Grantee's eligibility for payment of a severance benefit pursuant to the terms of the SunTrust Banks, Inc. Severance Pay Plan or any successor to such plan, then a pro-rata number of Performance Stock Units shall be vested on the last day of the Performance Period, if any, based on the Grantee's service completed from the Grant Date through the date of such termination of the Grantee's employment.

(d) If the Grantee's employment with SunTrust terminates prior to the Vesting Date and the date of a Change in Control, as a result of the Grantee's Retirement, then a pro-rata number of Performance Stock Units shall be vested on the last day of the Performance Period, if any, based on the Grantee's service completed from the Grant Date through the date of such Grantee's actual retirement date.

(e) For purposes of § 5(c) or 5(d) above, the pro-rata number of Performance Stock Units vesting shall equal the product of: (i) the number of Performance Stock Units that would have vested based on the actual Performance Level achieved as of the Vesting Date; multiplied by (ii) a fraction, the numerator of which is equal to the number of days from the Grant Date through the date of such termination of

employment, and the denominator of which is equal to the number of days in the Performance Period. In the event of such pro-rata vesting described above, any Performance Stock Units (and related Dividend Equivalent Rights) subject to this Unit Agreement that do not vest pursuant to this § 5(e) shall terminate and be completely forfeited on such date.

§ 6. PAYMENT OF AWARD.

- (a) The number of Performance Stock Units payable at the conclusion of the Performance Period (the "Vested Units") shall be determined in accordance with § 3, § 4 and § 5 above. Except as set forth below, the Vested Units shall be paid out in an equivalent number of shares of Stock; provided, however, no fractional shares of Stock shall be issued. In the event the Performance Stock Units vest following a Change in Control pursuant to § 4, the Vested Units shall be paid in cash, and the amount of the payment for each Vested Unit to be paid in cash will equal the Fair Market Value of a share of Stock on the date of the Change in Control. Vested Units shall be paid in the calendar year following the Vesting Date (and generally will be paid in the first 75 days of such year).
- (b) The Grantee shall be entitled to a Dividend Equivalent Right for each Vested Unit. At the same time that the Vested Units are paid, SunTrust shall pay each Dividend Equivalent Right in shares of Stock to the Grantee, or, in the event the Performance Stock Units vest pursuant to § 4, in cash; provided, however, no fractional shares of Stock shall be issued.
- (c) The Grantee will not have any shareholder rights with respect to the Performance Stock Units, including the right to vote or receive dividends, unless and until shares of Stock are issued to the Grantee as payment of the vested Performance Stock Units.

§ 7. RESTRICTIONS AND LIMITATIONS.

- (a) By accepting the Performance Stock Units, the Grantee agrees not to sell Stock at a time when applicable laws or SunTrust's rules prohibit a sale. This restriction will apply as long as the Grantee is an employee, consultant or director of SunTrust or a Subsidiary of SunTrust. Upon receipt of nonforfeitable shares of Stock pursuant to this Unit Agreement, the Grantee agrees, if so requested by SunTrust, to hold such shares for investment and not with a view of resale or distribution to the public, and if requested by SunTrust, the Grantee must deliver to SunTrust a written statement satisfactory to SunTrust to that effect. The Committee may refuse to issue any shares of Stock to the Grantee for which the Grantee refuses to provide an appropriate statement.
- (b) To the extent that the Grantee does not vest in any Performance Stock Units, all interest in such units, the related shares of Stock, and any Dividend Equivalent Rights shall be forfeited. The Grantee shall have no right or interest in any Performance Stock Unit or related share of Stock that is forfeited.
- (c) Upon each issuance or transfer of shares of Stock in accordance with this Unit Agreement, a number of Performance Stock Units equal to the number of shares of Stock issued or transferred to the Grantee shall be extinguished and such number of Performance Stock Units will not be considered to be held by the Grantee for any purpose.

§ 8. WITHHOLDING.

- (a) Upon the payment of any Performance Stock Units, SunTrust's obligation to deliver shares of Stock or cash to settle the Vested Units and Dividend Equivalent Rights shall be subject to the satisfaction of applicable tax withholding requirements, including federal, state, and local requirements. The Grantee must pay to SunTrust any applicable federal, state or local withholding tax due as a result of such payment.
- (b) The Committee shall have the right to reduce the number of shares of Stock issued to the Grantee to satisfy the minimum applicable tax withholding requirements.

§ 9. NO EMPLOYMENT RIGHTS. Nothing in the Plan or this Unit Agreement or any related material shall give the Grantee the right to continue in the employment of SunTrust or any Subsidiary or adversely affect the right of SunTrust or any Subsidiary to terminate the Grantee's employment with or without cause at any time.

§ 10. OTHER LAWS. SunTrust shall have the right to refuse to issue or transfer any shares under this Unit Agreement if SunTrust acting in its absolute discretion determines that the issuance or transfer of such Stock might violate any applicable law or regulation.

§ 11. MISCELLANEOUS.

- (a) This Unit Agreement shall be subject to all of the provisions, definitions, terms and conditions set forth in the Plan and any interpretations, rules and regulations promulgated by the Committee from time to time, all of which are incorporated by reference in this Unit Agreement.
- (b) The Plan and this Unit Agreement shall be governed by the laws of the State of Georgia (without regard to its choice-of-law provisions).
- (c) No rights granted under the Plan or this Unit Agreement and no Performance Stock Units shall be deemed transferable by the Grantee other than by will or by the laws of descent and distribution prior to the time the Grantee's interest in such units has become fully vested.
- (d) Any written notices provided for in this Unit Agreement that are sent by mail shall be deemed received three (3) business days after mailing, but not later than the date of actual receipt. Notices shall be directed, if to the Grantee, at the Grantee's address indicated by SunTrust's records and, if to SunTrust, at SunTrust's principal executive office.
- (e) If one or more of the provisions of this Unit Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provisions shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Unit Agreement to be construed so as to foster the intent of this Unit Agreement and the Plan.
- (f) This Unit Agreement (which incorporates the terms and conditions of the Plan) constitutes the entire agreement of the parties with respect to the subject matter hereof. This Unit Agreement supersedes all prior discussions, negotiations, understandings, commitments and agreements with respect to such matters.
- (g) The Performance Stock Units are intended to comply with such Code Section 409A and official guidance issued thereunder. Notwithstanding anything herein to the contrary, this Unit Agreement shall be interpreted, operated and administered in a manner consistent with this intention.

APPENDIX A

Peer Group - 24 Companies

Company Name

- 1 JPMorgan Chase & Co.
- 2 Citigroup Inc.
- 3 Bank of America Corporation
- 4 Wells Fargo & Company (Proforma including WB)
- 5 Goldman Sachs Group, Inc.
- 6 Morgan Stanley
- 7 PNC Financial Services Group, Inc. (Proforma including NCC)
- 8 State Street Corporation
- 9 Bank of New York Mellon Corporation
- 10 U.S. Bancorp
- 11 Capital One Financial Corporation
- 12 Regions Financial Corporation
- 13 BB&T Corporation
- 14 Fifth Third Bancorp
- 15 KeyCorp
- 16 Northern Trust Corporation
- 17 M&T Bank Corporation
- 18 Comerica Incorporated
- 19 Marshall & Ilsley Corporation
- 20 Huntington Bancshares Incorporated
- 21 Zions Bancorporation
- 22 Popular, Inc.
- 23 Synovus Financial Corp.
- 24 First Horizon National Corporation

[SunTrust logo]

**SunTrust Banks, Inc.
2009 Stock Plan**

**N ON -E MPLOYEE D IRECTOR R ESTRICED S TOCK U NIT A
GREEMENT**

SunTrust Banks, Inc. ("SunTrust"), a Georgia corporation, upon the recommendation of the Governance and Nominating Committee of its Board of Directors and pursuant to action of the Compensation Committee ("Committee") in accordance with the SunTrust Banks, Inc. 2009 Stock Plan ("Plan"), has granted restricted stock units (the "Restricted Stock Units") as an incentive for Grantee to promote the interests of SunTrust and its Subsidiaries. Each Restricted Stock Unit represents the right to receive a payment in cash equal to the Fair Market Value of SunTrust Common Stock, \$1.00 par value, at a future date and time, subject to the terms of this Restricted Stock Unit Agreement.

Name of Grantee _____

Number of Restricted
Stock Units _____

Grant Date _____

This Non-Employee Director Restricted Stock Unit Agreement (the "Agreement") evidences this grant, which has been made subject to all the terms and conditions set forth on the attached Terms and Conditions and in the Plan.

SUNTRUST BANKS, INC.

Authorized Officer

**T ERMS AND C ONDITIONS
N ON -E MPLOYEE D IRECTOR R ESTRICITED S TOCK U NIT A GREEMENT**

§ 1. **EFFECTIVE DATE**. This grant of Restricted Stock Units to the Grantee is effective as of _____ (“Grant Date”).

§ 2. **VESTING**. All Restricted Stock Units subject to this Agreement shall vest on _____ (“Vesting Date”), provided that Grantee is an active member of SunTrust’s Board of Directors (“Board”) on that date and such Restricted Stock Units have not previously vested or been forfeited pursuant to § 3.

§ 3. **ACCELERATED VESTING**.

(a) If the Grantee’s membership on the Board terminates prior to the Vesting Date and the date of a Change in Control as a result of the Grantee’s (i) death, (ii) disability within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the “Code”)) or (iii) attainment of mandatory retirement age for Board members, then a pro-rata number of Restricted Stock Units shall be vested on the date of such termination. The pro-rata number of Restricted Stock Units shall equal the product of: (A) the number of Restricted Stock Units subject to this Agreement; multiplied by (B) a fraction, the numerator of which is equal to the number of days from the Grant Date through the date of such termination of membership on the Board, and the denominator of which is equal to the number of days from the Grant Date through the Vesting Date. In the event of such pro-rata vesting, any Restricted Stock Units (and related Dividend Equivalent Rights (as defined below)) subject to this Agreement that do not vest pursuant to this §3(a) shall terminate and be completely forfeited on such date.

(b) If there is a Change in Control followed by the involuntary termination of the Grantee’s membership on the Board prior to the Vesting Date, and if such termination is not a Termination for Cause (as defined below), then all Restricted Stock Units (and related Dividend Equivalent Rights) subject to this Agreement shall become vested on the date of such termination.

(c) If the Grantee’s membership on the Board terminates prior to the Vesting Date for any reason other than those described in § 3(a) or § 3(b), then any Restricted Stock Units that are not then vested (and related Dividend Equivalent Rights) shall be completely forfeited on the date of such termination.

(d) For purposes of this Agreement, the following terms shall have the meanings set forth below:

(i) **Termination for Cause** – means termination of membership on the Board which is made primarily because of (A) Grantee’s commission of a felony, or Grantee’s perpetration of a dishonest act, misappropriation of funds, embezzlement, criminal conduct or common law fraud against SunTrust or any Subsidiary, or (B) any other willful act or omission of the Grantee which is materially injurious to the financial condition or business reputation of SunTrust or any Subsidiary.

(ii) **Dividend Equivalent Right** – means a right that entitles the Grantee to receive an amount equal to any dividends paid on a share of Stock, which dividends have a record date between the Grant Date and the date the Restricted Stock Units are paid.

§ 4. **GRANTEE’S RIGHTS PRIOR TO PAYMENT**.

(a) The Grantee shall be entitled to a Dividend Equivalent Right for each Restricted Stock Unit subject to this Agreement that vests. Amounts deemed received pursuant to such Dividend Equivalent Rights shall be treated as though they were reinvested in Restricted Stock Units and as part of this grant on the date related dividends are paid, so that they shall be forfeited or payable at the same time as the Restricted Stock Units.

(b) Neither the Plan, this Agreement nor the Restricted Stock Units give the Grantee any rights as a shareholder of SunTrust, including the right to vote or receive dividends. The Grantee is an unsecured general creditor of SunTrust with respect to any cash payment relating to vested Restricted Stock Units, and any payment provided pursuant to this Agreement shall be made from SunTrust’s general assets.

(c) No Restricted Stock Units granted pursuant to this Agreement shall be deemed transferable by the Grantee other than by will or by the laws of descent and distribution prior to the time the Restricted Stock Units become payable to the Grantee or to his or her beneficiary.

§ 5. PAYMENT OF AWARD .

- (a) Unless the Restricted Stock Units subject to this Agreement are deferred pursuant to the SunTrust Banks, Inc. Directors Deferred Compensation Plan (the “Deferred Compensation Plan”), the value of the vested Restricted Stock Units (and related Dividend Equivalent Rights) shall be paid in a cash lump sum on the Vesting Date. For purposes of this § 5(a), the value of each vested Restricted Stock Unit will equal the Fair Market Value of a share of Stock on the Vesting Date. In the event the Restricted Stock Units subject to this Agreement are deferred, such Restricted Stock Units (and related Dividend Equivalent Rights) shall be paid in accordance with the terms of the Deferred Compensation Plan.
- (b) To the extent that Grantee does not vest in any Restricted Stock Units, all interest in such Restricted Stock Units (and related Dividend Equivalent Rights) shall be forfeited. The Grantee has no right or interest in any Restricted Stock Unit or related share of Stock that is forfeited.

§ 6. WITHHOLDING . Upon the payment of any Restricted Stock Units, SunTrust’s obligation to deliver cash to settle the vested Restricted Stock Units and Dividend Equivalent Rights shall be subject to the satisfaction of applicable tax withholding requirements, including federal, state, and local requirements. The Grantee must pay to SunTrust any applicable federal, state or local withholding tax due as a result of such payment.

§ 7. NO SERVICE RIGHTS . Nothing in the Plan or this Agreement or any related material shall give the Grantee the right to continue as a member of the Board of SunTrust or any Subsidiary or adversely affect the right of SunTrust or any Subsidiary to terminate the Grantee’s membership on the Board with or without cause at any time.

§ 8. MISCELLANEOUS .

- (a) This Agreement shall be subject to all of the provisions, definitions, terms and conditions set forth in the Plan and any interpretations, rules and regulations promulgated by the Committee from time to time, all of which are incorporated by reference in this Agreement.
- (b) The Plan and this Agreement shall be governed by the laws of the State of Georgia (without regard to its choice-of-law provisions).
- (c) If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provisions shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.
- (d) This Agreement (which incorporates the terms and conditions of the Plan) constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior discussions, negotiations, understandings, commitments and agreements with respect to such matters.
- (e) The Restricted Stock Units and related Dividend Equivalent Rights are intended to comply with Code Section 409A and official guidance issued thereunder. Notwithstanding anything herein to the contrary, this Agreement shall be interpreted, operated and administered in a manner consistent with this intention.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2009 Stock Plan of SunTrust Banks, Inc. of our reports dated February 26, 2009, with respect to the consolidated financial statements of SunTrust Banks, Inc. included in its Annual Report (Form 10-K) for the year ended December 31, 2008, and the effectiveness of internal control over financial reporting of SunTrust Banks, Inc. filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Atlanta, Georgia
April 27, 2009

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 1, 2007 relating to the financial statements , which appears in SunTrust Banks, Inc. Annual Report on Form 10-K for the year ended December 31, 2008.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP

Atlanta, Georgia

April 28, 2009