SUNTRUST BANKS INC
Form 424B2
September 18, 2018
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PROSPECTUS SUPPLEMENT

(To Prospectus Dated September 18, 2018)

Global Medium-Term Notes, Series A

We may offer our SunTrust Banks, Inc. global medium-term notes, Series A, at one or more times. We describe the terms that will generally apply to those notes in this prospectus supplement and the attached prospectus. We will describe the specific terms of any particular notes we are offering in a product supplement, index supplement and/or pricing supplement, as the case may be. We refer to such product supplements, index supplements and pricing supplements, generally, as supplements.

The following terms may apply to particular notes we may offer:

MATURITY: Unless otherwise specified in the applicable supplement, the notes will mature more than nine months from the date of issue.

INTEREST: The notes will bear interest at either a fixed rate or a floating rate that varies during the lifetime of the relevant notes, which, in either case may be zero. Floating rates will be based on rates specified in the applicable supplement.

FLOATING RATES:

- Federal Funds Rate
- LIBOR

Any floating interest rate may be adjusted by adding or subtracting a specified spread or margin or by applying a spread multiplier.

CURRENCIES: The applicable supplement will specify whether the notes will be denominated in U.S. dollars or some other currency.

REDEMPTION: The notes may be either callable by us or puttable by you.

EXCHANGEABLE: The notes may be optionally or mandatorily exchangeable for securities of an entity that is affiliated or not affiliated with us, for a basket or index of those securities, or for the cash value of those securities.

PAYMENTS: Payments on the notes may be linked to currency prices, commodities, rates, debt or equity securities or other debt or equity instruments of entities affiliated or not affiliated with us, baskets of those securities or an index or indices of those securities, quantitative measures associated with an occurrence, extent of an occurrence, or contingency associated with a financial, commercial, or economic consequence, or economic or financial indices or measures of economic or financial risk or value, or any combination of the above. We refer to the asset to which payments on a note are linked as the Reference Asset for the note.

OTHER TERMS: As specified under Description of Notes and in the applicable supplement.

Investing in the notes involves risks. See Risk Factors beginning on page S-2.

Unless otherwise specified in the applicable supplement, the notes will not be listed on any securities exchange.

The notes are not deposits or other obligations of SunTrust Bank or any other bank and are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency. The notes are not secured. Our affiliates, including SunTrust Robinson Humphrey, Inc., may use this prospectus supplement and the attached prospectus in connection with offers and sales of notes offered hereby in the secondary market. These affiliates may act as principal or agent in those transactions. Secondary market sales will be made at prices related to market prices at the time of sale.

These notes have not been approved by the SEC or any state securities commission, nor have these organizations determined that this prospectus supplement is accurate or complete. Any representation to the contrary is a criminal offense.

SunTrust Robinson Humphrey, Inc. has agreed to use reasonable efforts to solicit offers to purchase these notes as our selling agent to the extent it is named in the applicable supplement. Certain other selling agents may also be used to solicit such offers on a reasonable efforts basis. The agents may also purchase these notes as principal at a discount to be agreed upon at the time of sale and may offer the notes it has purchased as principal to other dealers (including our affiliate SunTrust Investment Services, Inc.). The agents may resell any notes they purchase as principal at prevailing market prices, or at other prices, as the agents determine.

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You should rely only on the information contained or incorporated by reference in this prospectus supplement, the prospectus and any applicable supplement. We have not authorized anyone else to provide you with different or additional information. We are offering to sell these securities and seeking offers to buy these securities only in jurisdictions where offers and sales are permitted.

You should not assume that the information in this prospectus supplement, the prospectus, any applicable supplement or any document incorporated by reference is accurate as of any date other than its respective date.

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ABOUT THIS PROSPECTUS SUPPLEMENT

We may offer and sell, from time to time, Series A medium-term notes as described in this prospectus supplement. We will sell the notes primarily in the United States, but we may also sell them outside the United States, or both in and outside the United States simultaneously. We refer to the notes offered under this prospectus supplement as our Series A medium-term notes or notes. We refer to the offering of the Series A medium-term notes as our MTN Program. As used in this prospectus supplement, the Company, we, us, or our refer to SunTrust Banks, Inc.

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RISK FACTORS

Purchasers of the notes may be subject to significant risks not associated with conventional fixed-rate or floating-rate debt securities. Prospective purchasers of the notes should understand the risks of investing in the notes and should reach their own investment decision, only after careful consideration, with their advisors, of the suitability of the notes in light of their particular financial circumstances, the following risk factors and the other information included or incorporated by reference in the applicable supplement, this prospectus supplement and the accompanying prospectus. We have no control over a number of matters, including economic, financial, regulatory, geographic, judicial and political events, that are important in determining the existence, magnitude, and longevity of these risks and their influence on the value of, or the payments made on, the notes. You should not purchase the notes unless you understand and can bear these investment risks.

Unless the terms of your notes specify the return of principal or a minimum return you may lose your entire investment.

Unless the terms of your notes specify the return of principal or a minimum return under the applicable supplement, there can be no assurance of the receipt of any amount at maturity. The payment at maturity may be based on changes in the value of the instruments comprising the Reference Asset, which fluctuate and cannot be predicted. Although historical data with respect to the Reference Asset or any instrument comprising the Reference Asset may be available, the historical performance of the Reference Asset or any of the instruments comprising the Reference Asset should not be taken as an indication of future performance. No assurance can be given, and none is intended to be given, that any return will be achieved on the notes. In addition, even if the relevant supplement specifies a minimum return on the notes or a guaranteed return of principal, the notes are unsecured obligations of SunTrust Banks, Inc. and payments on the notes will be subject to our credit risk.

The notes are subject to the credit risk of SunTrust Banks, Inc.

The notes are subject to the credit risk of SunTrust Banks, Inc., and our credit ratings and credit spreads may adversely affect the market value of the notes. Investors are dependent on SunTrust Banks, Inc. s ability to pay all amounts due on the notes at maturity or on any other relevant payment dates, and therefore investors are subject to our credit risk and to changes in the market s view of our creditworthiness. Any decline in our credit ratings or increase in the credit spreads charged by the market for taking our credit risk is likely to adversely affect the value of the notes.

There may not be any secondary market for your notes.

Upon issuance, the notes will not have an established trading market. We cannot assure you that a trading market for the notes will develop or, if one develops, that it will be maintained. Although we may apply to list certain issuances of notes on a national securities exchange, if stated in the relevant supplement, we are under no obligation to do so. In addition, in the event that we apply for listing, we may not meet the requirements for listing. We do not expect to announce, prior to the pricing of the notes, whether we will meet such requirements. Even if there is a secondary market, it may not provide significant liquidity, and if you are able to sell your notes, you may be able to do so only at a significant discount. While we anticipate that the agent will act as a market maker for the notes, the agent is not required to do so. If the notes are not listed on any securities exchange and the agent were to cease acting as a market maker, it is likely that there would be no secondary market for the notes. You therefore must be willing and able to hold the notes until maturity.

You may be required to pay fees in connection with your investment in the notes.

You may be required to pay an additional amount per note (as specified in the applicable supplement) as a commission for services rendered by any of our agents in connection with your initial purchase of the notes. In addition, to the extent you request that our agent execute a secondary market-making transaction for any of your notes (and the agent agrees to do so), we and our agents may receive a fee in connection with such secondary

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market-making transaction in addition to any bid-ask spread. To the extent that the applicable supplement allows you to redeem the notes prior to maturity, you may be required to pay a fee in connection with your early redemption of the notes. In addition, the cost of the notes includes our cost of hedging our exposure under the notes. As a consequence of these fees and hedging expenses, you will likely receive, by executing a market-making transaction or an early redemption, less than the full performance of the Reference Asset.

Your yield may be lower than the yield on a standard debt security of comparable maturity.

Periodic payments of interest on the notes, if any, may be lower than interest payments you would receive by investing in a conventional fixed-rate or floating-rate debt security having the same maturity date and issuance date as the notes. The effective yield to maturity of the notes may be less than the yield of such a conventional fixed-rate or floating-rate debt security. Even considering a minimum return, periodic interest payments or principal protection, if any is specified in the applicable supplement, any such return may not compensate the holder for any opportunity cost implied by inflation and other factors relating to the time value of money.

Price or other movements in the instrument or instruments comprising the Reference Asset are unpredictable.

Price or other movements in the instrument or instruments comprising the Reference Asset are unpredictable and volatile, and are influenced by complex and interrelated political, economic, financial, regulatory, geographic, judicial and other factors that can affect the particular instrument or instruments and/or the markets in which the relevant instrument or instruments are traded. It is impossible to predict whether the prices or levels of the instrument or instruments comprising the Reference Asset will rise or fall during the term of the notes. During the term of the notes, the price of the instrument or instruments comprising the Reference Asset may decrease below the initial level. We cannot guarantee that the price of the instrument or instruments comprising the Reference Asset will rise or fall over the life of the notes or, if the price of the instrument or instruments comprising the Reference Asset does rise or fall, what the level will be on the date or dates that the performance of the notes is determined. Even if the price of one instrument comprising the Reference Asset rises during the term of the notes, other instruments included in the Reference Asset may fall, resulting in a negative return on the Reference Asset.

The historical or pro forma performance of the Reference Asset is not an indication of future performance.

The historical or pro forma performance of the instrument or instruments comprising the Reference Asset, which may be included in the applicable supplement, should not be taken as an indication of the future performance of the instrument or instruments comprising the Reference Asset or the Reference Asset itself. It is impossible to predict whether the level of the Reference Asset will fall or rise over the term of the notes. The trading level or price of the Reference Asset will be influenced by the complex and interrelated economic, financial, regulatory, geographic, judicial, political and other factors that can affect the markets on which the instrument or instruments comprising the Reference Asset are traded and the value of the notes.

You must rely on your own evaluation of the merits of an investment in the notes.

In connection with your purchase of the notes, we urge you to consult your own financial, tax and legal advisors as to the risks entailed by an investment in notes and to investigate the Reference Asset and not rely on our views in any respect. We are not acting as your agent with respect to the purchase of the notes, and we bear no fiduciary obligation to you with respect to the notes. You should make such investigation as you deem appropriate as to the merits of an investment in the notes.

The inclusion of the agent discount or commission and structuring and development costs in the original offering price of the notes and certain hedging costs are likely to adversely affect the price at which you can sell your notes.

The original issue price of the notes includes the agent s commission and the estimated cost of hedging our obligations under the notes. Such estimated cost includes our affiliates expected cost of providing such

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hedge and the profit our affiliate expects to realize in consideration for assuming the risks inherent in providing such hedge. As a result, assuming no change in market conditions or any other relevant factors, the price, if any, at which the agent may be willing to purchase notes from you in a secondary market transaction will likely be lower than the original issue price. In addition, such price is also likely to reflect dealer discounts, brokerage commissions, mark-ups and other transaction costs, such as a discount to account for costs associated with establishing or unwinding any related hedge transaction. Any such prices may differ from prices quoted to you by the agent or others by reference to pricing models, due to such compensation or other transaction costs. The price at which the agent or any other potential buyer may be willing to buy your notes will also be affected by the market and other factors discussed in the next risk factor under The price at which you will be able to sell your notes prior to maturity will depend on a number of factors, and may be substantially less than the amount you had originally invested.

The price at which you will be able to sell your notes prior to maturity will depend on a number of factors, and may be substantially less than the amount you had originally invested.

If you wish to liquidate your investment in the notes prior to maturity, unless your notes are puttable at your election, your only alternative would be to sell the notes. At that time, there may be an illiquid market for your notes or no market at all. Even if you were able to sell your notes, there are many factors outside of your control that may affect the value that you could realize from such a sale. We believe that the value of your notes will be affected by the value and volatility of the instrument or instruments comprising the Reference Asset, the trading level or price of the Reference Asset relative to its initial level, changes in interest rates, the supply of and demand for the notes and a number of other factors. These factors are interrelated in complex ways; as a result, the effect of any one factor may be offset or magnified by the effect of another factor. The price, if any, at which you will be able to sell your notes may be substantially less than the amount you originally invested. In addition, the cost of the notes includes our cost of hedging our exposure with respect to the notes and certain fees paid to our affiliates. The price at which you will be able to sell your notes is unlikely to compensate you for this hedging cost. As a result, regardless of any change in the Reference Asset, the price an investor is willing to pay for your notes is likely to be lower than the price you paid for your notes. The following paragraphs describe the manner in which we expect the trading value of the notes will be affected in the event of a change in a specific factor, assuming all other conditions remain constant.

Reference Asset performance. We expect that the value of the notes prior to maturity will depend substantially on the relationship between the trading level or price of the Reference Asset and its initial level. If you decide to sell your notes when the trading level or price differs from the initial level, you may receive substantially less than the amount that would be payable at maturity based on that trading level or price because of expectations that the trading level or price will continue to fluctuate until the date or dates that the performance of the notes is determined.

Volatility of the Reference Asset. Volatility is the term used to describe the size and frequency of market fluctuations. If the volatility of the Reference Asset increases or decreases, the trading value of the notes may be adversely affected.

Interest rates. We expect that the trading value of the notes will be affected by changes in interest rates. In general, if interest rates increase, the value of the notes may decrease. Interest rates also may affect the economy and, in turn, the value of the Reference Asset, which would affect the value of the notes.

Our credit ratings, financial condition and results of operations. Actual or anticipated changes in our current credit ratings, as well as our financial condition or results of operations may significantly affect the trading value of the notes. However, because the return on the notes is dependent upon factors in addition to our ability to pay our obligations under the notes, such as the trading level or price of the Reference Asset, an improvement in our credit ratings, financial condition or results of operations is not expected to have a positive effect on the trading value of the notes.

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Time remaining to maturity. A time premium results from expectations concerning the value of the Reference Asset during the period prior to the maturity of the notes. As the time remaining to the maturity of the notes decreases, this time premium will likely decrease, potentially adversely affecting the trading value of the notes. As the time remaining to maturity decreases, the trading value of the notes may be less sensitive to the price volatility of the instrument or instruments comprising the Reference Asset.

Dividend yield, if any. The value of the notes also may be affected by the dividend yields, if any, on the instrument or instruments comprising the Reference Asset. In general, because the payment at maturity does not incorporate the value of dividend payments, an increase in dividend yields on the Reference Asset is likely to reduce the trading value of the notes. Conversely, a decrease in dividend yields may increase the trading value of the notes.

Events affecting or involving the Reference Asset. Economic, financial, regulatory, geographic, judicial, political and other developments that affect the level of the instruments comprising a Reference Asset, and real or anticipated changes in those factors, also may affect the trading value of the notes. For example, earnings results of the issuer of the instrument or instruments comprising a Reference Asset that is or relates to one or more equity securities, and real or anticipated changes in those conditions or results, may affect the trading value of the notes. Reference Assets relating to equity securities also may be affected by mergers and acquisitions, which can contribute to volatility of the Reference Asset. As a result of a merger or acquisition involving the issuer of the Reference Asset, the Reference Asset may be replaced with a surviving or acquiring entity s securities. The surviving or acquiring entity s securities may not have the same characteristics as the issuer or issuers of the securities previously comprising the Reference Asset.

We want you to understand that the effect of one of the factors specified above, such as an increase in interest rates, may offset some or all of any change in the value of the notes attributable to another factor, such as an increase in the level or value of the Reference Asset. In addition, any decrease in the value of your notes due to one factor, such as a decrease in the level or value of the Reference Asset, may be compounded by a decrease in the value of your notes due to another factor, such as a rise in interest rates.

The notes are not insured against loss by any third parties; you can depend only on our earnings and assets for payment and interest, if any, on the notes.

The notes will be solely our obligations, and no other entity will have any obligation, contingent or otherwise, to make any payments in respect of the notes. In addition, because we are a holding company whose primary assets consist of shares of stock or other equity interests in our subsidiaries, almost all of our income is derived from those subsidiaries. Our subsidiaries will have no obligation to pay any amount in respect of the notes or to make any funds available for payment of the notes. Accordingly, we will be dependent on dividends and other distributions or loans from our subsidiaries to generate the funds necessary to meet our obligations with respect to the notes, including the payment of principal and any interest. The notes also will be effectively subordinated to the claims of creditors of our subsidiaries with respect to their assets. If funds from dividends, other distributions or loans from our subsidiaries are not adequate, we may be unable to make payments of principal or interest, if any, in respect of the notes and you could lose all or a part of your investment.

We may choose to redeem the notes when prevailing interest rates or the return on your investment are relatively low.

If your notes are redeemable at our option, this means that we have the right, without your consent, to redeem or call all or a portion of your notes at any time, or at a specific point in time, as specified in the applicable supplement. This does not mean that you have a similar right to require us to repay your notes. Where such a redemption right exists, you may not be able to reinvest the redemption proceeds in a comparable security with a similar maturity at an effective interest rate or with an effective return as high as the interest rate or return on the notes being redeemed. Any such redemption right of ours also may adversely impact your ability to sell your notes, and/or the price at which you could sell your notes, as the redemption date approaches.

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The amount you receive at maturity may be delayed or reduced upon the occurrence of an event of default.

If the calculation agent determines that the notes have become immediately due and payable following an event of default with respect to the notes, you may not be entitled to the entire principal amount of the notes, but only to that portion of the principal amount specified in the applicable supplement, together with accrued but unpaid interest, if any. For more information, see Description of Notes Events of Default, Waiver and Notice.

The calculation agent could be us or one of our affiliates, and the calculation agent may have an economic interest adverse to yours.

The calculation agent will make certain determinations and judgments in connection with various calculations in connection with the notes, including, without limitation, the return with respect to the Reference Asset, and determining whether a market disruption event has occurred. Because the calculation agent could be us or one of our affiliates, the calculation agent may have economic interests that are adverse to the interests of the note holders.

Trading and other transactions by us or our affiliates could affect the trading level or price and/or level of the Reference Asset, the trading value of the notes or the amount you may receive at maturity.

In connection with our normal business practices or in connection with hedging our obligations under the notes, we and our affiliates may from time to time buy or sell the instrument or instruments comprising a Reference Asset, similar instruments, other securities of an issuer of an instrument comprising a Reference Asset or derivative instruments relating to such instruments. These trading activities may occur in our proprietary accounts, in facilitating transactions, including block trades, for our other customers and in accounts under our management. We are under no obligation to consider the effect of these actions on the value of your notes and will take these actions without considering the effect on your notes. In connection with these trading activities, we may take actions that will have an adverse effect on the value of your notes. These trading activities could affect the price of an instrument comprising any Reference Asset in a manner that would decrease the trading value of the notes prior to maturity or the amount you would receive at maturity. To the extent that we or any of our affiliates have a hedge position in an instrument or instruments comprising the Reference Asset, or in a derivative or synthetic instrument related to such an instrument, we or any of our affiliates may liquidate a portion of such holdings at or about the time of the maturity of the notes. This liquidation activity may affect the value of the Reference Asset in a manner that would adversely affect your investment in the notes. Depending on, among other things, future market conditions, the aggregate amount and the composition of such hedge positions are likely to vary over time.

In addition, we or any of our affiliates may purchase or otherwise acquire a long or short position in the notes. We or any of our affiliates may hold or resell any such position in the notes.

Research reports and other transactions may create conflicts of interest between you and us.

We or one or more of our affiliates may have published, and may in the future publish, research reports relating to the instrument or instruments comprising certain Reference Assets or the issuers of certain such instruments. The views expressed in this research may be modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding the notes. Any of these activities may affect negatively the trading level or price of an instrument comprising the Reference Asset and, therefore, the value of the notes. Moreover, other professionals who deal in these markets may at any time have views that differ significantly from ours. In connection with your purchase of the notes, you should investigate the Reference Asset and not rely on our views with respect to future movements in the Reference Asset.

We or any of our affiliates also may issue, underwrite or assist unaffiliated entities in the issuance or underwriting of other securities or financial instruments with returns indexed to the instrument or instruments comprising the Reference Asset. By introducing competing products into the marketplace in this manner, we or our affiliates could adversely affect the value of the notes.

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We and our affiliates, at present or in the future, may engage in business relating to the sponsor or issuer of any instrument or instruments comprising the Reference Asset, including making loans to, equity investments in, or providing investment banking, asset management or other financial or advisory services to such a sponsor or issuer. In connection with these activities, we may receive information pertinent to the Reference Asset that we will not divulge to you.

We cannot control actions by the sponsors or issuers of the instrument or instruments comprising the Reference Asset.

Actions by any sponsor or issuer of the instrument or instruments comprising the Reference Asset may have an adverse effect on the trading level or price of any instrument comprising the Reference Asset and therefore on the value of the notes. No sponsor or issuer of a Reference Asset will be involved with the administration, marketing or trading of the notes and no sponsor or issuer will have any obligations with respect to the amounts to be paid to you on any applicable interest payment date or on the maturity date, or to consider your interests as an owner of notes when it takes any actions that might affect the value of the notes. No sponsor or issuer of a Reference Asset will receive any of the proceeds of any note offering and no sponsor or issuer will be responsible for, or have participated in, the determination of the timing of, prices for, or quantities of, the notes to be issued.

We are not affiliated with any sponsor or issuer of any instrument or instruments comprising the Reference Asset (except for the licensing arrangements, if any, discussed in the applicable supplement and except that our securities may be a component of an index or indices that are a Reference Asset), and we have no ability to control or predict their actions, including any errors in information disclosed by them or any discontinuance by them of such disclosure. However, we may currently, or in the future, engage in business with such sponsors or issuers. Neither we, nor any of our affiliates, including the agent, assumes any responsibility for the adequacy or accuracy of any publicly available information about the sponsor or issuer of any instrument or instruments comprising the Reference Asset, whether such information is contained in the supplement or otherwise. You should make your own investigation into the Reference Asset, the instrument or instruments comprising the Reference Asset, and the sponsor or issuer of any instrument or instruments comprising the Reference Asset.

You have no recourse to the sponsor or issuer of any instrument or instruments comprising the Reference Asset.

Your investment in the notes will not give you any rights against any sponsor or issuer, including any sponsor or issuer that may determine or publish the level of any instrument or instruments comprising the Reference Asset. The notes are not sponsored, endorsed, sold or promoted by the sponsor or issuer of any instrument or instruments comprising the Reference Asset. The sponsor or issuer of any instrument comprising the Reference Asset may take actions with respect to such instrument that will negatively affect the price or level of such instrument and may negatively affect the value of your notes. The sponsor or issuer of an instrument included in the Reference Asset is likely to take such actions without regard for any negative effect on the value of the Reference Asset or the return with respect to your notes.

Changes in methodology of the sponsor or issuer of certain Reference Assets or changes in laws or regulations may affect the value of and payment, if any, on the notes prior to maturity and the amount you receive at maturity.

The sponsor or issuer of certain Reference Assets, or instruments comprising such Reference Assets, may have the ability from time to time to change any of its rules or bylaws or historical practices and procedures or take emergency action under its rules, any of which could affect the trading level or price of the instrument or instruments comprising the Reference Asset. Any such change which causes a decrease in such trading level or price could adversely affect the level or price of the Reference Asset, the instrument or instruments comprising such Reference Asset, and the value of the notes.

In addition, the level or price of a Reference Asset could be adversely affected by the promulgation of new laws or regulations or by the reinterpretation of existing laws or regulations (including, without limitation, those

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relating to taxes and duties on any Reference Asset) by one or more governments, governmental agencies or instrumentalities, courts or other official bodies. Any such event could adversely affect the level of the Reference Asset and could adversely affect the value of the notes.

The sponsor may change the instruments underlying the Reference Assets that are indices in a way that adversely affects the Reference Asset level and consequently the value of the notes.

The sponsors of Reference Assets that are indices can add, delete or substitute the instruments comprising such indices or make other methodological changes that could adversely change the level of the Reference Asset and the value of the notes. You should realize that changes in the instrument or instruments underlying the Reference Asset may affect the Reference Asset, as a newly added instrument or instruments may perform significantly better or worse than the instrument or instruments it replaces.

Any discontinuance or suspension of calculation or publication of the trading levels or prices of the instrument or instruments comprising the Reference Asset may adversely affect the trading value of the notes and the amount you will receive at maturity.

If the calculation or publication of the trading levels or prices of the instrument or instruments comprising the Reference Asset is discontinued or suspended, it may become difficult to determine the trading value of the notes or, if such discontinuance or suspension is continuing on the observation date, the amount you will receive at maturity. In such event, subject to the terms of the relevant supplement, the calculation agent may determine the level of the Reference Asset or the amount you will receive at maturity and these determinations may have a negative impact on the value of your notes or the amount you will receive at maturity.

Increased regulatory oversight, changes in the method pursuant to which LIBOR is determined and potential phasing out of LIBOR after 2021 may adversely affect the value of the notes.

Beginning in 2008, concerns have been expressed that some of the member banks surveyed by the British Bankers Association (the BBA) in connection with the calculation of LIBOR rates may have been under-reporting the interbank lending rates applicable to them in order to avoid an appearance of capital insufficiency or adverse reputational or other consequences that may result from reporting higher interbank lending rates. Regulators and law enforcement agencies from a number of governments have conducted investigations relating to the calculation of LIBOR across a range of maturities and currencies, and certain financial institutions that are member banks surveyed by the BBA in setting daily LIBOR have entered into agreements with the U.S. Department of Justice, the U.S. Commodity Futures Trading Commission or the U.K. Financial Conduct Authority in order to resolve the investigations. Responsibility for the calculation of LIBOR was transferred to the ICE Administrator, as independent LIBOR administrator, effective February 1, 2014.

On July 27, 2017, the U.K. Financial Conduct Authority announced that it will no longer persuade or compel banks to submit rates for the calculation of LIBOR rates after 2021 (the July 27th Announcement). The July 27th Announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. Consequently, at this time, it is not possible to predict whether and to what extent banks will continue to provide LIBOR submissions to the administrator of LIBOR or whether any additional reforms to LIBOR may be enacted in the United Kingdom or elsewhere. Similarly, it is not possible to predict what rate or rates may become accepted alternatives to LIBOR of the effect of any such alternatives on the value of LIBOR-linked securities, such as the notes.

Any of the above changes or any other consequential changes to LIBOR or any alternative rate or benchmark as a result of any international, national, or other proposals for reform or other initiatives or investigations, or any further uncertainty in relation to the timing and manner of implementation of such changes, could have a material adverse effect on the value of the notes.

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The interest rate of LIBOR notes will be calculated using an alternative reference rate if LIBOR is discontinued.

If on or after the date of the applicable pricing supplement we (in consultation with the calculation agent) determine that LIBOR has been permanently discontinued, the calculation agent will be directed by us to use, as a substitute for LIBOR, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) that is consistent with accepted market practice. In that case, the calculation agent will, after consultation with and direction from us, make such adjustments to the alternative reference rate or the spread thereon, as well as the business day convention, interest payment date and related provisions and definitions, in each case that are consistent with accepted market practice for the use of such alternative reference rate for floating interest rates in respect of bonds similar to the notes.

Notwithstanding the foregoing, if the calculation agent determines, following consultation with and direction from us, that there is no clear market consensus as to whether any alternative reference rate has replaced LIBOR in customary market usage, we will appoint, in our sole discretion, a new calculation agent, who may be ourselves or an affiliate of ours, to replace the then-current calculation agent, solely in its role as calculation agent in respect of the notes, to determine the alternative reference rate and make any adjustments thereon. If, however, such new calculation agent determines that LIBOR has been discontinued, but for any reason an alternative reference rate cannot be determined, LIBOR will be equal to such rate on the interest payment date when LIBOR was last available on the applicable reference page used to calculate LIBOR, as determined by such new calculation agent. Our interests (or those of our affiliate) in making the foregoing determinations or adjustments may be adverse to your interests as a holder of the notes, and any of the foregoing determinations, adjustments or actions by the calculation agent could result in adverse consequences to the applicable floating interest rate on the notes, which could have adverse effects on the returns on, value of and market for the notes.

Time differences between the domestic and foreign markets and New York City may create discrepancies in the trading level or price of the notes if the Reference Assets are comprised of instruments that primarily trade on foreign markets.

In the event that the instrument or instruments comprising a Reference Asset trade primarily on a foreign market, time differences between the domestic and foreign markets may result in discrepancies between the level of the instrument or instruments comprising the Reference Asset and the value of the notes. To the extent that U.S. markets are closed while markets for the instrument or instruments comprising the Reference Asset remain open, significant price or rate movements may take place in the instrument or instruments comprising the Reference Asset that will not be reflected immediately in the value of the notes. In addition, there may be periods when the relevant foreign markets are closed for trading, causing the level of the Reference Asset to remain unchanged for multiple trading days in New York City. In addition, there may not be any systematic reporting of last-sale or similar information for the Reference Asset. The absence of last-sale or similar information and the limited availability of quotations would make it difficult for many investors to obtain timely, accurate data about the state of the market for the Reference Asset.

The U.S. federal income tax consequences of an investment in some types of notes are uncertain.

There is no direct legal authority as to the proper tax treatment of some types of notes, and therefore significant aspects of the tax treatment of some types of notes are uncertain, as to both the timing and character of income and gain in respect of your note. The applicable supplement will provide further detailed information as to the tax treatment of your notes. We urge you to consult your tax advisor as to the tax consequences of your investment in a note. For a more complete discussion of the U.S. federal income tax consequences of your investment in a note, please see the discussion under United States Federal Taxation.

Additional risks specific to particular notes issued under our MTN Program will be detailed in the applicable supplements.

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DESCRIPTION OF NOTES

Investors should carefully read the general terms and provisions of our notes in this section. The applicable supplements will add specific terms for each issuance of notes and may modify or replace any of the information in this section.

General Terms of Notes

We may issue notes under an Indenture dated September 10, 2007, between us and U.S. Bank National Association, as trustee (as may be supplemented from time to time). We refer to the Indenture, as it may be supplemented from time to time, as the Indenture. The Series A medium-term notes issued under the Indenture will constitute a single series under the Indenture, together with any medium-term notes we issue in the future under the Indenture that we designate as being part of that series. We may create and issue additional notes with the same terms as previous issuances of Series A medium-term notes, so that the additional notes will be considered as part of the same issuance as the earlier notes.

Outstanding Indebtedness of the Company. The Indenture does not limit the amount of additional indebtedness that we may incur.

Terms May be Specified in One or More Supplements. One or more product supplements, index supplements and/or pricing supplements (together referred to herein as a supplement) will specify the following terms of any issuance of our Series A medium-term notes to the extent applicable:

- the specific designation of the notes;
- the issue price (price to public);
- the aggregate principal amount;
- the denominations or minimum denominations;
- the original issue date;
- the stated maturity date and any terms related to any extension of the maturity date;
- whether the notes are fixed rate notes, floating rate notes or notes with original issue discount;
- for fixed rate notes, the rate per year at which the notes will bear interest, if any, or the method of calculating that rate and the dates on which interest will be payable;

for floating rate notes, any or all of the base rate, the index maturity, the spread, the spread multiplier, the initial interest rate, the interest reset periods, the interest payment dates, the maximum interest rate, the minimum interest rate and any other terms relating to the particular method of calculating the interest rate for the notes;

whether the notes may be redeemed, in whole or in part, at our option or repurchased at your option, prior to the stated maturity date, and the terms of any redemption or repurchase;

whether the notes are currency-linked notes and/or notes linked to commodities, rates, debt or equity securities or other debt or equity instruments of entities affiliated or not affiliated with us, baskets of those securities or an index or indices of those securities, quantitative measures associated with an occurrence, extent of an occurrence, or contingency associated with a financial, commercial, or economic consequence, or economic or financial indices or measures of economic or financial risk or value;

the terms on which holders of the notes may convert or exchange them into, or for, stock or other securities of entities affiliated or not affiliated with us, or for the cash value of any of these securities or for any other property, any specific terms relating to the adjustment of the conversion or exchange feature and the period during which the holders may effect the conversion or exchange;

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- if any note is not denominated and payable in U.S. dollars, the currency or currencies in which the principal, premium, if any, and interest, if any, will be paid, which we refer to as the specified currency, along with any other terms relating to the non-U.S. dollar denomination, including exchange rates as against the U.S. dollar at selected times during the last five years and any exchange controls affecting that specified currency;

- whether and under what circumstances we will pay additional amounts on the notes for any tax, assessment or governmental charge withheld or deducted and, if so, whether we will have the option to redeem those debt securities rather than pay the additional amounts;

- whether the notes will be listed on any stock exchange;

- whether the notes will be issued in book-entry form, which we sometimes refer to in this prospectus supplement as global notes, or in certificated form;

- if the notes are in book-entry form, whether the notes will be offered on a global basis (outside the United States) to investors through Euroclear and Clearstream, Luxembourg as well as through the Depositary (each as defined below see Notes Offered on a Global Basis); and

- any other terms on which we will issue the notes.

Some Definitions. We have defined some of the terms that we use frequently in this prospectus supplement below:

A business day means any day, other than a Saturday or Sunday, (i) that is neither a legal holiday nor a day on which banking institutions are authorized or required by law or regulation to close (a) for all notes, in The City of New York or Atlanta, Georgia, (b) for notes denominated in a specified currency other than U.S. dollars, European Union euro or Australian dollars, in the principal financial center of the country of the specified currency or (c) for notes denominated in Australian dollars, in Sydney; and (ii) for notes denominated in European Union euro, a day that is also a TARGET Settlement Day.

Clearstream, Luxembourg means Clearstream Banking, société anonyme, Luxembourg.

Depositary means The Depository Trust Company, New York.

Euro LIBOR notes means LIBOR notes for which the index currency is European Union euros.

Euroclear operator means Euroclear Bank S.A./N.V., as operator of the Euroclear System.

An interest payment date for any note means a date on which, under the terms of that note, regularly scheduled interest is payable.

London banking day means any day on which dealings in deposits in the relevant index currency are transacted in the London interbank market.

The record date for any interest payment date is the last day of the month immediately preceding the month in which such interest payment date falls, whether or not that date is a business day, unless another date is specified in the applicable supplement.

TARGET Settlement Day means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System (TARGET2) is open.

References in this prospectus supplement to U.S. dollar, or U.S.$ or $ are to the currency of the United States of America.

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References in this prospectus supplement or in a supplement to a guaranteed return of principal or principal protection mean that holders of the applicable note will be entitled to receive a return of their principal on the notes regardless of the performance of the Reference Asset; however, payment of principal on such notes is subject to the credit risk of SunTrust Banks, Inc. See Risk Factors.

Forms of Notes

We will offer the notes on a continuing basis and will issue notes only in fully registered form either as book-entry notes or as certificated notes. References to holders mean those who own notes registered in their own names, on the books that we or the trustee maintain for this purpose, and not those who own beneficial interests in notes registered in street name or in notes issued in book-entry form through one or more depositaries.

Book-Entry Notes. For notes in book-entry form, we will issue one or more global certificates representing the entire issue of notes. Except as set forth under The Depositary, you may not exchange book-entry notes or interests in book-entry notes for certificated notes.

Each global note certificate representing book-entry notes will be deposited with, or on behalf of, the Depositary and registered in the name of the Depositary or its nominee. These certificates name the Depositary or its nominee as the owner of the notes. The Depositary maintains a computerized system that will reflect the interests held by its participants in the global notes. An investor s beneficial interest will be reflected in the records of the Depositary s direct or indirect participants through an account maintained by the investor with its broker/dealer, bank, trust company or other representative. A further description of the Depositary s procedures for global notes representing book-entry notes is set forth under The Depositary. The Depositary has confirmed to us, the agents and the trustee that it intends to follow these procedures.

Certificated Notes. If we issue notes in certificated form, the certificate will name the investor or the investor s nominee as the owner of the note. The person named in the note register will be considered the owner of the note for all purposes under the Indenture. For example, if we need to ask the holders of the notes to vote on a proposed amendment to the notes, the person named in the note register will be asked to cast any vote regarding that note. If you have chosen to have some other entity hold the certificates for you, that entity will be considered the owner of your note in our records and will be entitled to cast the vote regarding your note. You may not exchange certificated notes for book-entry notes or interests in book-entry notes.

Denominations. We will issue the notes:

- for U.S. dollar-denominated notes, unless otherwise specified in the applicable supplement, in denominations of $1,000 or any amount greater than $1,000 that is an integral multiple of $1,000; or

- for notes denominated in a specified currency other than U.S. dollars, unless otherwise specified in the applicable supplement, in denominations of the equivalent of $1,000, rounded to an integral multiple of 1,000 units of the specified currency, or any larger integral multiple of 1,000 units of the specified currency, as determined by reference to the market exchange rate, as defined under Interest and Principal Payments Unavailability of Foreign Currency below, on the business day immediately preceding the date of issuance.

Interest and Principal Payments

Payments, Exchanges and Transfers. Holders may present notes for payment of principal, premium, if any, and interest, if any, register the transfer of the notes, and exchange the notes at U.S. Bank National Association, acting through its corporate trust office at 100 Wall Street, 16th Floor, New York, New York 10005 as our current agent for the payment, transfer and exchange of the notes. We refer to U.S. Bank National Association, acting in this capacity, as the paying agent. However, holders of global notes may transfer and exchange global notes only in the manner and to the extent set forth under The Depositary.

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We will not be required to:

- register the transfer or exchange of any note if the holder has exercised the holder s right, if any, to require us to repurchase the note, in whole or in part, except the portion of the note not required to be repurchased;
- register the transfer or exchange of notes to be redeemed for a period of fifteen calendar days preceding the mailing of the relevant notice of redemption; or
- register the transfer or exchange of any registered note selected for redemption in whole or in part, except the unredeemed or unpaid portion of that registered note being redeemed in part.

No service charge will be made for any registration of transfer or exchange of notes, but we may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the registration of transfer or exchange of notes.

Although we anticipate making payments of principal, premium, if any, and interest, if any, on most notes in U.S. dollars, some notes may be payable in foreign currencies as specified in the applicable supplement. Currently, few facilities exist in the United States to convert U.S. dollars into foreign currencies and vice versa. In addition, most U.S. banks do not offer non-U.S. dollar denominated checking or savings account facilities. Accordingly, unless alternative arrangements are made, we will pay principal, premium, if any, and interest, if any, on notes that are payable in a foreign currency to an account at a bank outside the United States, which, in the case of a note payable in European Union euro, will be made by credit or transfer to a European Union euro account specified by the payee in a country for which the European Union euro is the lawful currency.

Recipients of Payments. The paying agent will pay interest to the person in whose name the note is registered at the close of business on the applicable record date. However, upon maturity, redemption or repurchase, the paying agent will pay any interest due to the person to whom it pays the principal of the note. The paying agent will make the payment of interest, if any, on the date of maturity, redemption or repurchase, whether or not that date is an interest payment date. The paying agent will make the initial interest payment on a note on the first interest payment date falling after the date of issuance, unless the date of issuance is less than 15 calendar days before an interest payment date. In that case, the paying agent will pay interest on the next succeeding interest payment date to the holder of record on the record date corresponding to the succeeding interest payment date.

Book-Entry Notes. The paying agent will make payments of principal, premium, if any, and interest, if any, to the account of the Depositary, as holder of book-entry notes, by wire transfer of immediately available funds. We expect that the Depositary, upon receipt of any payment, will immediately credit its participants accounts in amounts proportionate to their respective beneficial interests in the book-entry notes as shown on the records of the Depositary. We also expect that payments by the Depositary s participants to owners of beneficial interests in the book-entry notes will be governed by standing customer instructions and customary practices and will be the responsibility of those participants.

Certificated Notes. Except as indicated below for payments of interest at maturity, redemption or repurchase, the paying agent will make U.S. dollar payments of interest either:

- by check mailed to the address of the person entitled to payment as shown on the note register; or

- by wire transfer of immediately available funds, if the holder has given written notice to the paying agent not later than 10 calendar days prior to the applicable interest payment date.

U.S. dollar payments of principal, premium, if any, and interest, if any, upon maturity, redemption or repurchase on a note will be made in immediately available funds against presentation and surrender of the note.

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Payment Procedures for Book-Entry Notes Denominated in a Foreign Currency. Book-entry notes payable in a specified currency other than U.S. dollars will provide that a beneficial owner of interests in those notes may elect to receive all or a portion of the payments of principal, premium, if any, or interest, if any, in U.S. dollars. In those cases, the Depositary will elect to receive all payments with respect to the beneficial owner s interest in the notes in U.S. dollars, unless the beneficial owner takes the following steps:

The beneficial owner must give complete instructions to the direct or indirect participant through which it holds the book-entry notes of its election to receive those payments in the specified currency other than U.S. dollars by wire transfer to an account specified by the beneficial owner with a bank located outside the United States. In the case of a note payable in European Union euro, the account must be a European Union euro account in a country for which the European Union euro is the lawful currency.

The participant must notify the Depositary of the beneficial owner s election on or prior to the third business day after the applicable record date, for payments of interest, and on or prior to the twelfth business day prior to the maturity date or any redemption or repurchase date, for payment of principal or premium.

The Depositary will notify the paying agent of the beneficial owner s election on or prior to the fifth business day after the applicable record date, for payments of interest, and on or prior to the tenth business day prior to the maturity date or any redemption or repurchase date, for payment of principal or premium.

Beneficial owners should consult their participants in order to ascertain the deadline for giving instructions to participants in order to ensure that timely notice will be delivered to the Depositary.

Payment Procedures for Certificated Notes Denominated in a Foreign Currency. For certificated notes payable in a specified currency other than U.S. dollars, the notes may provide that the holder may elect to receive all or a portion of the payments on those notes in U.S. dollars. To do so, the holder must send a written request to the paying agent:

for payments of interest, on or prior to the fifth business day after the applicable record date; or

for payments of principal, at least ten business days prior to the maturity date or any redemption or repurchase date.

To revoke this election for all or a portion of the payments on the certificated notes, the holder must send written notice to the paying agent:

at least five business days prior to the applicable record date, for payment of interest; or

at least ten calendar days prior to the maturity date or any redemption or repurchase date, for payments of principal.

If the holder does not elect to be paid in U.S. dollars, the paying agent will pay the principal, premium, if any, or interest, if any, on the certificated notes:

by wire transfer of immediately available funds in the specified currency to the holder s account at a bank located outside the United States, and in the case of a note payable in European Union euro, in a country for which the European Union euro is the lawful currency, if the paying agent has received the holder s written wire transfer instructions not less than 15 calendar days prior to the applicable payment date; or

by check payable in the specified currency mailed to the address of the person entitled to payment that is specified in the note register, if the holder has not provided wire instructions.

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However, the paying agent will pay only the principal of the certificated notes, any premium and interest, if any, due at maturity, or on any redemption or repurchase date, upon surrender of the certificated notes at the office or agency of the paying agent.

Determination of Exchange Rate for Payments in U.S. Dollars for Notes Denominated in a Foreign Currency. The exchange rate agent identified in the relevant supplement will convert the specified currency into U.S. dollars for holders who elect to receive payments in U.S. dollars and for beneficial owners of book-entry notes that do not follow the procedures we have described immediately above. The conversion will be based on the highest bid quotation in The City of New York received by the exchange rate agent at approximately 11:00 a.m., New York City time, on the second business day preceding the applicable payment date from three recognized foreign exchange dealers for the purchase by the quoting dealer:

of the specified currency for U.S. dollars for settlement on the payment date;

in the aggregate amount of the specified currency payable to those holders or beneficial owners of notes; and

at which the applicable dealer commits to execute a contract.

One of the dealers providing quotations may be the exchange rate agent unless the exchange rate agent is our affiliate. If those bid quotations are not available, payments will be made in the specified currency. The holders or beneficial owners of notes will pay all currency exchange costs by deductions from the amounts payable on the notes.

Unavailability of Foreign Currency. The relevant specified currency may not be available to us for making payments of principal of, premium, if any, or interest, if any, on any note. This could occur due to the imposition of exchange controls or other circumstances beyond our control or if the specified currency is no longer used by the government of the country issuing that currency or by public institutions within the international banking community for the settlement of transactions. If the specified currency is unavailable, we may satisfy our obligations to holders of the notes by making those payments on the date of payment in U.S. dollars on the basis of the market exchange rate. The market exchange rate will be based on the highest bid quotation in the City of New York received by the exchange rate agent at approximately 11:00 a.m., New York City time, on the second business day preceding the applicable payment date (or, for purposes of determining the minimum denominations, on the business day immediately preceding the date of issuance) from three recognized foreign exchange dealers for the purchase by the quoting dealer:

of the specified currency for U.S. dollars for settlement on the payment date;

in the aggregate amount of the specified currency payable to those holders or beneficial owners of notes; and

at which the applicable dealer commits to execute a contract.

One of the dealers providing quotations may be the exchange rate agent unless the exchange rate agent is our affiliate. If those bid quotations are not available, the exchange rate agent will determine the market exchange rate at its sole discretion.

These provisions do not apply if a specified currency is unavailable because it has been replaced by the European Union euro. If the European Union euro has been substituted for a specified currency, we may at our option, or will, if required by applicable law, without the consent of the holders of the affected notes, pay the principal of, premium, if any, or interest, if any, on any note denominated in the specified currency in European Union euro instead of the specified currency, in conformity with legally applicable measures taken pursuant to, or by virtue of, the Treaty establishing the European Community, as amended by the treaty on European Union. Any payment made in U.S. dollars or in European Union euro as described above where the required payment is in an unavailable specified currency will not constitute an event of default.

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Discount Notes. Some notes may be considered to be issued with original issue discount. If the principal of any note that is considered to be issued with original issue discount is declared to be due and payable immediately as described under Events of Default, Waiver and Notice, the amount of principal due and payable on that note will be limited to:

- the aggregate principal amount of the note multiplied by the sum of:
  - its issue price, expressed as a percentage of the aggregate principal amount, plus
  - the original issue discount amortized from the date of issue to the date of declaration, expressed as a percentage of the aggregate principal amount.

The amortization will be calculated using the interest method, computed in accordance with generally accepted accounting principles in effect on the date of declaration. See the applicable supplement for any special considerations applicable to these notes.

The above discussion of notes issued with original issue discount does not apply for U.S. federal income tax purposes. See United States Federal Taxation Tax Consequences to U.S. Holders Original Issue Discount for a discussion of the original issue discount rules under the Internal Revenue Code.

Fixed Rate Notes

Each fixed rate note will mature on the date specified in the applicable supplement.

Each fixed rate note will bear interest from the date of issuance at the annual rate stated on its face until the principal is paid or made available for payment.

How Interest Is Calculated. Interest on fixed rate notes will be computed on the basis of a 360-day year of twelve 30-day months.

How Interest Accrues. Interest on fixed rate notes will accrue from and including the most recent interest payment date to which interest has been paid or