

Guide for Outside Counsel

We are grateful for your firm's partnership in support of SunTrust's Purpose and goals and have prepared the *Guide* in an effort to strengthen our relationship with your firm through a shared understanding of our needs and expectations.

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Introduction

SunTrust Banks, Inc. and its affiliated companies appreciate the work performed by our outside counsel. It is our goal to foster professional and productive relationships. At the same time, we are committed to the active management of all our legal matters with the goal of achieving exceptional results as efficiently as possible. Our business is providing financial services, and we pursue legal matters only as necessary to accomplish our business goals. We require our outside counsel to balance the inclination to provide exhaustive legal services with a strong sense of business reality, and to recognize the need to limit legal expenses appropriately in furtherance of our business goals. We believe that by clearly articulating our expectations of outside counsel, we can avoid misunderstandings and ensure high quality, effective, and efficient legal representation.

Contractual Terms of Engagement

The hiring SunTrust entity or entities for an engagement must be clearly identified and agreed to in advance. The entity or entities may be specified in an engagement letter or a confirmation email (you may later be asked to represent other SunTrust entities related to an ongoing matter and, upon agreement, will represent those additional entities). For the sake of simplicity, such hiring entity or entities are referred to in the *Guide* as “SunTrust;” however, **outside counsel acknowledges that no SunTrust entity other than the hiring entity or entities, nor any shareholders, directors, officers, managers, partners, representatives, or employees of other SunTrust entities will bear any financial or legal responsibility for services related to the engagement; and, outside counsel will have recourse only against the hiring entity or entities for any and all claims that it may have against SunTrust in connection with such services.** The *Guide* contains the primary contractual terms and conditions of engagement that govern all outside counsel retained by SunTrust; however, it is not intended to be an exhaustive list of outside counsel’s obligations. Such obligations will also include any supplemental terms agreed upon in any engagement letter, additional instructions provided by the Coordinating Attorney or applicable line of business, and the Specific Requirements for Legal Transactions contained at Attachment A if you are engaged to represent SunTrust in a transaction, as well as updates to the *Guide* that may be provided to you from time to time. Beyond these minimum standards, SunTrust relies on the professional standards of its outside counsel to determine the appropriate conduct and scope of representation for any particular matter.

SunTrust and its affiliates have been meticulously structured and maintained to establish and preserve legally valid and defensible corporate distinctions. In every case, we expect early consideration will be given to the advantages and costs associated with dismissals of improper SunTrust parties. Even when unique facts of limited exposure in a given case do not cause concern regarding corporate identities, the question of proper parties must be addressed on a timely basis and in the interest of consistency. Outside counsel must thoroughly understand the identities and relationships among the parties before responding to a complaint or discovery demand.

In matters where outside counsel is engaged to represent multiple parties including SunTrust, certain provisions of the *Guide* may not apply. In such cases, outside counsel must consult with the SunTrust Coordinating Attorney for further guidance.

All attorneys, paralegals and other firm employees who are or will be working on matters for SunTrust are required to review the *Guide* prior to performing any services. All members of a law firm performing services for SunTrust after the firm’s receipt of the *Guide* will be deemed to have accepted the terms and

conditions set forth herein. You may depart from these guidelines only after receiving written approval from the Coordinating Attorney assigned to the matter. Outside counsel performing legal services for SunTrust may be required to provide information or immediately respond to information technology or security assessment reviews, operational risk assessments, or due diligence inquiries from SunTrust. Failure to timely provide information requested or to adhere to related policies or procedures may result in disqualification of the firm. If you have any questions or concerns regarding such inquiries, please address them with the Coordinating Attorney.

The Role of the Coordinating Attorney in the Engagement and Management of Outside Counsel

Except in a limited number of cases, the SunTrust Legal Department is responsible for the selection and supervision of outside counsel for all matters in which SunTrust is paying the legal expense, and outside counsel may not accept an engagement directly from a SunTrust businessperson unless a member of the SunTrust Legal Department has authorized the specific use of their services for that particular engagement. Outside counsel may be engaged directly by a SunTrust business person to perform services related to the following matters: tax, consumer default, recovery, eviction, foreclosure, bankruptcy services, fiduciary matters, and other consumer collection matters. In those circumstances, the engagement of outside counsel may be governed by an existing vendor contract with SunTrust. If you have any questions about whether your retention for a particular matter has been authorized by a member of the SunTrust Legal Department, please contact the Coordinating Attorney or the appropriate Deputy General Counsel.

A “**Coordinating Attorney**” from the SunTrust Legal Department is responsible for hiring and managing counsel. A list of the SunTrust General Counsel, Deputy General Counsels, and Managers is located at Attachment B to the *Guide*. The Coordinating Attorney will be your primary point of contact about a particular matter, and he or she will be an active participant in identifying corporate individuals with knowledge of the matter, analyzing the business interests of the corporation and the risks SunTrust is willing to take in each matter, and formulating all case settlements and trial strategies. He or she may also have access to research and resources dealing with the subject matter of a case. The Coordinating Attorney may wish to attend key meetings, hearings, depositions (especially of corporate representatives), mediations, and trials of matters. Please consult with the Coordinating Attorney assigned to your case prior to scheduling any of these events. If you cannot promptly reach a Coordinating Attorney for a matter, please contact the appropriate Deputy General Counsel.

You must keep the Coordinating Attorney thoroughly informed of emerging facts, material developments, significant changes, shifting emphases, increases in projected spend, variances in your assessment of the outcome, and other status changes in the matter. A copy of all pleadings, discovery summations, motions, formal opinions, briefs, memoranda, material correspondence, final documents, and other substantive work product should be promptly forwarded to the Coordinating Attorney through email (unless a different format is requested). No other copies will be required unless requested otherwise. Please do not send cover letters along with routine documents unless, in your judgment, they are necessary to explain the enclosed documents.

Planning and Case Management

Early risk assessment and careful planning are central to the management of all legal services. As part of the process, full discussions between outside counsel and the Coordinating Attorney must take place as

early as possible in order to determine the reasonable risk the case poses, the appropriate strategy, and the resources needed to accomplish our business and legal objectives effectively and efficiently.

We require realistic risk assessments prior to engaging in exhaustive and costly research or discovery. **Unless the Coordinating Attorney directs otherwise, within forty-five (45) days after being retained to represent SunTrust on a Substantial Matter (as defined in the next paragraph), you must submit to the Coordinating Attorney a Case Plan** that includes an identification of SunTrust's objectives, a proposal for achieving those objectives, a work plan outlining the major steps likely to be required, a preliminary assessment of the merits of the applicable liability and damages issues, and a staffing plan for the matter. For litigation matters, assume the case will go to trial but also include an analysis of settlement options, the timing of likely settlement opportunities, and the likelihood and timing of potential dispositive motions. In some circumstances, it may be appropriate to limit this initial analysis to one or more identified phases of the case. It is the responsibility of outside counsel to consult with the Coordinating Attorney prior to drafting or submitting the Case Plan to make sure that it is appropriately tailored to the particular circumstances. The Case Plan should be revised at the request of the Coordinating Attorney and prior to mediation, settlement, and trial. A suggested form of a Case Plan is included in the *Guide* as Attachment C.

A "Substantial Matter" is defined as a putative class action or any matter (including transactions) in which SunTrust's reasonably anticipated legal fees and expenses exceed \$50,000, and any actual or potential litigation in which the value of the case, as measured either by the amount of damages or relief (including loan forgiveness, rescission, etc.) sought by the Plaintiff or by an assessment of the potential liability by internal or external SunTrust counsel, is \$100,000 or above. Matters for which SunTrust is not paying for the legal services are not considered to be Substantial Matters.

Transfer or Assignment of Duties

You agree to not assign, transfer, or outsource your representation of SunTrust or any work for SunTrust without advance written approval by the Coordinating Attorney.

Staffing

At the outset of each matter, SunTrust and outside counsel will designate as lead outside counsel a specific attorney who will be accountable for the engagement. This attorney will be responsible for all facets of the engagement and must be familiar with the terms of the *Guide*. At the outset of a matter, lead outside counsel must discuss with the Coordinating Attorney the individual timekeepers who will work on the matter and their billing rates and such timekeepers and rates must be approved in writing by the Coordinating Attorney.

SunTrust matters are to be staffed by the minimum number of attorneys and support personnel necessary to handle the engagement, and SunTrust expects lead outside counsel to ensure that all tasks on the matter are handled by a timekeeper at the most appropriate level of experience and billing rate. Without advance approval of the Coordinating Attorney, a matter is not expected to be staffed by more than one partner, one associate, and one paralegal. **The Coordinating Attorney must approve in advance and in writing the addition of new members to the team handling the engagement and their rates.** Invoices with unapproved timekeepers will not be paid.

SunTrust expects continuity of staffing for the duration of the engagement, and will not pay for “learning time” required by the substitution or addition of attorneys or other timekeepers during the engagement. SunTrust will not agree to the assignment of first-year associates, summer associates, or interns on SunTrust matters. Further, while SunTrust encourages the appropriate use of paralegals and other non-lawyer timekeepers on its matters and recognizes their contribution to limiting legal expenses, we also are sensitive to the fact that, in today’s legal economy, many such personnel are priced by law firms as expert service professionals. SunTrust agrees that expert services warrant appropriate rates but it is not willing to pay such rates for tasks that are administrative or routine in nature or that do not require significant expertise. For example, SunTrust will not pay expert services rates for time spent on routine filing, document management, or other administrative or clerical tasks.

SunTrust requires the use of competent licensed professionals. By signing this *Guide*, you agree and certify that any attorney who works on any matter for SunTrust is an attorney who is in, and will remain in, good standing with the pertinent State Bar and/or State Bar Association during the life of the matter and that such attorney has not been the subject of any formal disciplinary action (whether public or private) with any State Bar or State Bar Association. Any exceptions to this representation and certification must be approved in advance and in writing by the appropriate Deputy General Counsel.

Core Expertise and Experience

Outside counsel is expected to advise the Coordinating Attorney promptly if counsel determines that the matter he or she is being engaged for is of a type, size, structure, or complexity which is outside of counsel’s core expertise or experience. It is expected that outside counsel will not oversell his/her abilities and will promptly identify situations where a matter or part of a matter should be assigned to other counsel for reasons of expertise or experience. Failure to comply with this requirement may result in the disqualification of outside counsel and/or his or her law firm from future legal work for SunTrust.

Diversity and Inclusion

In the selection of counsel, SunTrust is committed to equal opportunity and fair treatment for all lawyers and law firms without regard to race, color, religion, national origin, gender, age, disability, veteran status, or other characteristics protected by law. SunTrust complies with the spirit and letter of all Applicable Laws and seeks to encourage diversity and inclusion in selecting the individuals and firms that represent SunTrust. SunTrust seeks to increase opportunities for diverse and women-owned law firms to develop working relationships with SunTrust and to expand its affiliations with minority and women partners and associates in majority-owned firms. We likewise expect our outside counsel to hire, promote, and assign a diverse workforce to handle SunTrust matters. Diversity and inclusivity may be among the factors that SunTrust considers when selecting outside counsel. SunTrust may collect diversity-related information from law firms, including demographic data and descriptions of law firm diversity initiatives.

Preventive Advice

We view our use of outside counsel as a helpful resource by which SunTrust can improve its ability to deliver the highest quality services and products to our customers. Accordingly, we invite (and will sometimes request) comments on the opportunities to improve our conduct, documentation, or forms in a specific case, and alternative ways in which we can better serve our customers. Any thoughts that you may have on preventive steps to minimize future issues or litigation are appreciated. We look forward to

working with you and encourage you to discuss with us any concerns you have regarding your representation of SunTrust.

Budgets

The preparation of budgets helps SunTrust plan, monitor, and evaluate the overall impact on the corporate budget, and compels those individuals handling a matter to efficiently and effectively use SunTrust resources. Budgets also help SunTrust measure law firm performance, efficiency, and effectiveness throughout the course of a matter. Accordingly, SunTrust expects law firms to carefully consider and prepare budgets to ensure budgets are accurate, meaningful, and transparent.

For litigation matters, outside counsel should prepare a budget on the Litigation Budget form, a copy of which is included as Attachment D (an Excel version of the document is attached to the PDF version of the *Guide* and is also available from the Coordinating Attorney). For transactional matters, outside counsel should complete a budget in the format as required by the Coordinating Attorney. Unless directed otherwise by the Coordinating Attorney, the initial budget is due within forty-five (45) days after outside counsel has been retained to represent SunTrust. The Coordinating Attorney will either approve the budget or if the Coordinating Attorney has questions or concerns with the proposed budget, it should be discussed and outside counsel should submit a revised budget for approval. If it appears that fees and expenses will exceed the maximum amount authorized in the approved budget, outside counsel must submit a supplemental budget in advance of incurring such fees and expenses. If any bills exceed the maximum amount authorized in the approved budget without prior approval of the Coordinating Attorney, outside counsel risks non-payment of fees in excess of such authorized amount.

The Coordinating Attorney can request a revised budget at any time. SunTrust should not be charged for any time incurred in preparing or revising a case budget.

Alternatives to Litigation

SunTrust favors alternative dispute resolution (ADR), such as mediation, arbitration, and expedited case development, when appropriate. Because ADR often leads to improved results and lower costs, we ask that you consider and discuss with the Coordinating Attorney the use of ADR in all SunTrust matters.

Litigation Holds, Discovery, and Document Review

In all matters involving actual or potential litigation, SunTrust expects outside counsel to communicate with the Coordinating Attorney as early as possible to discuss steps that may need to be taken to effectively gather and preserve potentially relevant electronic and other documents and information. In most instances, the Coordinating Attorney will be responsible for documenting, communicating, and implementing such steps, but early and thorough discussion of these issues is critical, and outside counsel's knowledge and expertise in this area is an essential part of our process.

It is our experience that SunTrust personnel often are able to assist outside counsel with the preparation of discovery responses in a manner that allows SunTrust to reduce outside legal fees without impacting the quality or accuracy of the responses. For this reason, it is important that outside counsel consult with the Coordinating Attorney immediately upon receipt of discovery requests about the allocation of responsibility for preparing responses and gathering potentially responsive documents and information.

Responses should not be provided or documents produced without consideration being given to the confidentiality of the documents and the need for a protective order or stipulation, when appropriate.

It also is our experience that matters involving the production or review of a significant volume of documents almost always can be handled in a more cost effective manner through a combination of outside counsel, technology, and/or contract personnel. Typically, such arrangements involve a team approach in which contract personnel, working under the supervision of either the Coordinating Attorney or outside counsel, are primarily responsible for labor intensive document-related tasks. It is our expectation that outside counsel will consult with the Coordinating Attorney as early as possible in any case in which there is likely to be a significant volume of document-related work to discuss how and by whom such work will be performed. Further, SunTrust has licensed an eDiscovery application (Relativity) that can be used to process, review, and produce electronic records in litigation. While it is not necessarily the tool that we use in all circumstances, in the right situations, Relativity can be used to efficiently cull, review, and produce large volumes of electronic records. Significantly, SunTrust's Relativity license may enable us to perform such activity in a more cost effective manner. Because of the potential cost savings, you should always explore using Relativity with the Coordinating Attorney.

Settlements

All settlements must be pre-approved by the Coordinating Attorney (and the insurance carrier, if appropriate).

If outside counsel is handling a matter for SunTrust that involves a class action and the matter is settled as a class, they must work with the Coordinating Attorney to ensure that any required notice to any appropriate regulators is timely provided in accordance with the requirements of the Class Action Fairness Act of 2005 (28 U.S.C. § 1715) and to determine who will provide such notice.

Filing an Appeal

Because of the increased cost to do so, due consideration must be given to whether an appeal should be filed in a case. Any such possibility must be discussed in detail with the Coordinating Attorney before the required deadline. Such discussions should include a thorough analysis of the issues that should or shouldn't be appealed, the likelihood of success, the expected cost, and any other relevant factors and considerations. No appeal should be filed unless approved in writing by the Coordinating Attorney.

Consideration of Alternative Fee Arrangements

Whenever appropriate, we urge you to contain costs and propose alternative billing methods such as discounted rates, blended hourly rates, flat fees, fee caps, value-based pricing, and volume discounts. Our goal is to use the billing method that will most likely ensure that fees incurred on a matter are consistent with the matter's size and significance and the results achieved, while providing appropriate economic incentives to your law firm that are consistent with the nature of the matter and our needs. All fees should reflect the value of the service to SunTrust. The amount of time that you devote to the matter is not, and often will not necessarily be, the controlling measure of that value.

As part of your initial case management planning, we ask that you indicate whether an alternative fee arrangement will create incentives to achieve case objectives, as well as savings for us and efficiencies for your firm.

Typically, SunTrust will solicit bids by submitting a proposal for legal services to several firms. Again, creative billing practices are encouraged.

Any alternative fee arrangement agreed to should be clearly articulated to provide a clear understanding and to avoid any potential disputes.

Billing

Billing can be a sensitive area in the relationship between a law firm and its client, particularly when the hourly billing method is used. Both parties must recognize the potential for conflict in an hours-based revenue model arising from outside counsel's desire to be extremely thorough in handling a matter and SunTrust's desire to resolve legal matters as efficiently as possible. In balancing these factors, outside counsel must be mindful of SunTrust's business objectives in a given legal matter and must continuously tailor their approach to the matter to accomplish those objectives in a cost effective manner. Sometimes this analysis may lead outside counsel to conclude that exhaustive research of a peripheral issue is not necessary, that certain tasks in a case can be delayed in light of the prospect of settlement, or that certain discovery can be foregone or obtained in a different manner because the value of the information sought is outweighed by the cost of obtaining it. The key elements in this process are a constant focus on SunTrust's business objectives and open communication between the Coordinating Attorney and outside counsel.

We assume that by the submission of a legal bill, the partner responsible for billing SunTrust has carefully reviewed each bill, and is certifying that the bill is accurate, that the time reflected has been efficiently and productively spent by pre-approved timekeepers, and that the bill has been prepared in accordance with the *Guide*. Subject to modification when necessary and agreed upon in advance, our billing policies for services rendered and costs incurred are set forth below.

- **The hourly rates agreed upon in advance for a particular matter will be the hourly rates for the respective timekeepers for the duration of the matter.** In exceptional circumstances, SunTrust is willing to discuss changes to hourly rates during the life of an engagement on a case-by-case basis. No hourly rate will be changed during a matter without prior written approval from the Coordinating Attorney, and invoices reflecting hourly rates different than those agreed upon will be rejected.
- All timekeepers on SunTrust matters should employ the standard task and expense codes promulgated by the ABA and the American Corporate Counsel Association ("UTBMS") (see <http://www.utbms.com/>). Separate entries should be used for each task code.
- **Block billing (i.e., multiple tasks listed in a single line item) is prohibited by SunTrust.**
- When law firms bill based on hourly rates, time should be tracked in increments no greater than .1 of an hour.

- Where appropriate, we expect that your firm will discuss with the Coordinating Attorney whether it would be more efficient for SunTrust or contract personnel to perform certain tasks, such as collecting and reviewing factual information or reviewing voluminous documents or other discovery.
- SunTrust will not pay for research in excess of two hours unless approved in advance by the Coordinating Attorney or unless such research is already anticipated in an approved case plan. In many situations, SunTrust may have in its possession relevant research that would be useful to your case. If your firm performs significant research, you should always provide a copy of the research to the Coordinating Attorney.
- SunTrust will not pay for the preparation of internal firm memos that are not shared with SunTrust, or for excessive redrafting of legal briefs and memoranda.
- All expenses incurred in connection with a SunTrust engagement that are properly billable to SunTrust should be paid by the firm (subject to any prior approval) and included on the next invoice for the matter without mark-up and a copy of such bill, invoice or receipt for any individual expense exceeding \$100 must be provided to SunTrust. In the event that a firm is unable to directly pay an expense in this manner, please contact the Coordinating Attorney for the matter to arrange for payment by SunTrust.
- SunTrust's term for payment of invoices/bills (after approval by the Coordinating Attorney and/or Deputy General Counsel as appropriate) is NET forty-five (45) days from receipt of the bill.

If you have questions about the status of the payment of an invoice, please send an inquiry to the following email address along with the name of the matter and the invoice number and date about which you are inquiring: legalinvoices@suntrust.com.

Billing Exclusions

Unless they are pre-approved in writing by the Coordinating Attorney assigned to the matter, SunTrust will not reimburse your firm for the charges that follow:

- Attendance by more than one lawyer or timekeeper at hearings, depositions, witness interviews, mediations, status updates among firm personnel, SunTrust meetings, or meetings with opposing counsel (unless additional attendees are approved by a coordinating attorney);
- Costs related to educating additional firm personnel concerning a matter that is currently and adequately staffed by your firm;
- Time for attorneys in their first year of practice in a law firm or for summer associates or interns;
- Time or expenses related to bill preparation, budget preparation, conflict checks and resolutions, or obtaining admission to practice before a specific court or forum in order to handle a matter (e.g., pro hac vice applications);
- Staff overtime (including paralegals);
- Support staff services, such as word processing, librarians, clerks, secretaries, proofreaders, etc.;

- Videotaped depositions;
- Travel time in excess of time spent actually working on SunTrust business while traveling;
- Electronic research (e.g., Westlaw or Lexis);
- Use of PACER or other court document retrieval systems;
- Research memos or motions related to issues that are not central to the defense or prosecution of SunTrust's position;
- Travel fare in excess of the lowest available coach fare;
- Limousines or hired cars, either for business travel or as transportation to and from your office or local meetings;
- Taxis, Uber, Lyft or other car services between your office and home;
- Meals or beverages except during out-of-town business travel;
- Mileage charges in excess of the standard business mileage rate authorized by the Internal Revenue Service;
- Personal, incidental, and entertainment expenses;
- Photo/scanning (unless approved in advance in writing by the Coordinating Attorney, and in such cases, any charges should not be in excess of the rate actually paid by the firm);
- Local and long distance telephone calls;
- Toll charges for incoming faxes or local outgoing faxes;
- Charges for email or computer hook-up, etc.;
- Overhead, such as rent, utilities, conference room charges, etc.;
- Subscriptions, periodicals, books, etc.; and
- Office supplies, equipment, and materials.

Billing Format

ALL INVOICES

All billing invoices for a matter are to be submitted monthly through e-Billing (or, in very limited circumstances and if approved by the Coordinating Attorney to submit a paper bill, by providing a copy to the Coordinating Attorney). **Please ensure that the invoice total is correct and that line item dates**

do not exceed sixty (60) days; provided, however, invoices in a total amount of less than \$150.00 should be held until the aggregate total is at least \$150.00 except for the final bill for a particular matter. Except for bills that would total less than \$150.00, all time or expenses in a matter must be submitted to SunTrust for payment within ninety (90) days of being incurred or the invoice is subject to denial of payment. Each billing invoice must contain the following information:

- An invoice number;
- The case name or description of the matter (including the obligor number, if one was provided to you);
- The billing method used if it is not an hourly rate method;
- If hourly billing is the selected method of billing, a daily detailed description of the work performed (by task using the UTBMS codes) by each attorney or member of your firm's professional staff and the amount of time spent on the matter;
- A detailed itemization of disbursements;
- If hourly billing is used, the hourly rate and monthly total of hours for each attorney and professional staff member who worked on the matter;
- Cumulative total fees and expenses incurred to date on the matter (this should be shown as the last entry on your monthly invoice);
- A taxpayer identification number; and
- A billing start date and end date.

ELECTRONIC INVOICES (E-BILLING)

SunTrust has implemented a comprehensive electronic billing program for the purpose of improving case management and invoice processing for matters for which SunTrust is paying for the legal services. All firms who provide repeat services for SunTrust must participate in this program. Detailed information about SunTrust's e-billing program is available upon request from Mitrtech Corridor Support at (888) 784-7224. Key features and/or requirements of the electronic billing program and electronic invoices are described below.

- Paper invoices will not be processed for matters that are billed electronically. However, matters that are not billed electronically (e.g., trust paid/reimbursed, customer pay) should continue to be billed in the same manner;
- The invoices must be in the LEDES 1998B, LEDES 1998B1, or PeerPoint file format;
- Each invoice must have an assigned SunTrust matter number appearing on it. **Invoices without a SunTrust matter number will be rejected through Mitrtech's Corridor e-billing application.** Your firm's billing department may obtain matter numbers from its contact within the SunTrust Legal Department;

- UTBMS task and expense codes must be assigned to each fee line item and expense line item. Invalid codes will result in the rejection of the invoice. UTBMS code sets for Litigation, Bankruptcy, Counseling, and Projects may be obtained at <http://www.utbms.com/>;
- Similar to paper invoices, each fee line item and expense line item must have a line item description;
- A timekeeper ID must be assigned to each fee line item and must match the ID previously provided by the firm to SunTrust. Timekeeper rates must match the SunTrust-approved rate list for the firm. If you wish to add an approved timekeeper to the firm list, you must notify and receive approval from the Coordinating Attorney in advance of the new timekeeper's work on the matter. **Failure to do so will result in the rejection of the invoice through Mitratesh's Corridor e-billing application;**
- Line item dates should not exceed sixty (60) days; invoice dates should not exceed submission dates by ninety (90) days; provided, however, invoices in a total less than \$150.00 should be held until the total is at least \$150.00, except for the final bill for a particular matter;
- Exceptions to the monthly billing requirement must be documented as "Client requests quarterly billing" or "Client requests one bill at close of matter";
- The invoice line item total amounts must equal the invoice total amount. Inaccurate totals will result in the rejection of the invoice through Mitratesh's Corridor e-billing application; and
- All limitations regarding fees, expenses, and costs set forth in the *Guide* shall continue to apply to invoices submitted electronically.

Travel Expenses

SunTrust expects outside counsel to ensure that personnel only travel when necessary and in a manner that minimizes the expense to SunTrust. As such, SunTrust will only reimburse outside counsel for reasonable and incurred travel expenses, which meet the requirements herein, and are supported by adequate documentation. SunTrust has negotiated special rates with certain airlines, hotels, and car rental agencies that may be available to you when you travel on SunTrust business. As a result, if you cannot meet the listed limits below, please reach out to the Coordinating Attorney to discuss whether you should utilize the SunTrust Travel Department.

Receipts

Travelers are responsible for providing receipts for individual expenses exceeding \$100 at the time of expense report submission. SunTrust may request a copy of receipts of \$100 or less for review and travelers should retain all such receipts until the invoice on which the expense appears is paid.

Air Travel

Travelers must choose the lowest priced, non-refundable airfare available in coach class. First class travel is not allowed. Flights must be booked fourteen (14) days in advance except for critical business need and approved in advance by the Coordinating Attorney. Any incremental costs resulting from combining business and personal travel must be paid by the traveler. Airline lounge club memberships are non-reimbursable.

Airport Parking

Maximum allowance for airport parking is \$19 per day. If the actual cost for economy parking exceeds the daily limit in certain markets, full reimbursement will be considered with a receipt indicating use of economy parking.

Hotel and Lodging

Travelers must choose a Standard Room in the lowest priced hotel while considering safety and location. Per night limits for hotels are listed below and any exceptions must be approved in advance by the Coordinating Attorney:

- All Cities Not Listed Below - \$200
- Boston - \$365
- Chicago - \$255
- Dallas - \$215
- Denver - \$240
- Houston - \$209
- Los Angeles - \$340
- Miami - \$298
- Nashville - \$219
- New York - \$395
- San Francisco - \$370
- San Jose - \$295
- Washington D.C.- \$359

Rental Car

Rental cars must be used when (1) driving is less costly to SunTrust than air or rail travel or reimbursement for use of a personal car, or (2) is less expensive than the cumulative cost of taxi or sedan services. If available, a Standard or Intermediate sized vehicle must be selected except when it would result in no extra cost to SunTrust or a larger vehicle is needed for a business purpose. Reimbursable costs include the daily rental fee, gasoline, tolls, and parking fees. A driver is responsible for refueling before returning rental cars; neither the pre-fueling option nor the non-refueling charge is reimbursable. No reimbursement for traffic violations or fines will be made by SunTrust.

Meals

Meals incurred while traveling on SunTrust business will be reimbursed based on reasonable, actual costs. Tip for service is reimbursed in addition to the cost of the meal; however, the entire cost must still be within the meal limit, inclusive of the tip. Meals are capped at \$50 per day for non-major metropolitan areas and \$75 per day for major metropolitan areas (Boston, Chicago, Miami, New York City, Washington D.C., and California).

Taxis/Limousines/Car Services

Use of taxis, limousines and car services, including the use of Uber and Lyft, is reimbursable when it is the most economical or reasonable mode of transportation.

Personal Car Usage

Travelers may use their own personal car for business purposes when it is less expensive than renting a car, taking a taxi, or using other equivalent means of transportation. Reimbursable charges include mileage, tolls, and parking incurred for business purposes that exceeds the mileage, tolls, and parking they would normally incur during their daily commute. Travelers will be reimbursed for business usage of personal cars at the standard business mileage rate authorized by the Internal Revenue Service. Travelers will not be reimbursed for the cost of fuel, depreciation, insurance, and maintenance, including repairs. Travelers will not be reimbursed for traffic violations or fines.

Rail Travel

Rail travel may be used whenever the traveler finds it an economical choice. All rail travel should be at the lowest available fare that offers reserved seating.

Personal Expenses

SunTrust will not reimburse personal expenses. If expenses of a personal nature (i.e., hotel/motel shop purchases, alcoholic beverages, sundry items, dry cleaning, movies, long distance/local phone charges, etc.) are charged against the room are prohibited and cannot be included on an invoice.

Customer/Third Party Paid Fees

You may represent SunTrust on matters, such as insurance defense matters, loan closings or trust business, in which the attorneys' fees are paid by insurance or from assets in a trust or from other third parties or sources, or are paid by our customers. Your representation in such matters should be handled with the same concern for quality, effectiveness, and efficiency as in matters in which SunTrust is paying your fee. With respect to fees you receive from third parties, please maintain a written summary of the cumulative amount of customer and third party fees that you have received, and provide such information to a Coordinating Attorney at least bi-annually, or more often should he or she so request. Monthly billing statements should be sent directly to the customer or third party with a copy to the Coordinating Attorney.

Ownership Interest in Third Party Service Provider

You must, prior to engaging any third party service provider, disclose any ownership interest in such an entity and receive permission from the Coordinating Attorney to use such a provider.

Conflicts of Interest

Conflicts with Third Parties. SunTrust expects that, prior to accepting responsibility for any representation, your firm will analyze conscientiously and specifically the potential for conflicts arising in the representation. Any and all circumstances that give rise to actual and potential SunTrust conflicts must be immediately reported to the Coordinating Attorney and the appropriate Deputy General Counsel (see Attachment B). SunTrust includes within the concept of "conflicts" those contemplated by the ABA Model Rules on Professional Conduct (particularly Rules 1.7 through 1.13). Because business line personnel may not be fully aware of all relationships that SunTrust may have with its law firms, **a conflict waiver may be given only by the General Counsel, a Deputy General Counsel, or an Assistant General Counsel and such approval must be in writing.** A request for a conflict waiver must be submitted through use of a SunTrust Conflict Waiver Request Form, a copy of which is included as

Attachment E (a Word version of the document is attached to the PDF version of the *Guide* and is also available from the Coordinating Attorney).

Potential Conflicts with SunTrust Officers, Directors, or Employees. Whenever engaged by SunTrust, outside counsel at all times is expected to represent the best interests of SunTrust and not the interests of a particular business unit or any individual officer or employee of SunTrust. From time to time, however, outside counsel may be engaged to represent officers, directors, or employees (current or former), or agents of SunTrust, either solely or, subject to appropriate resolution of conflict of interest issues, in addition to SunTrust, under circumstances in which SunTrust has agreed to advance legal fees or to indemnify the director, officer or employee. Further, subject to applicable conflict of interest laws and attorney-client privileges, the principles and guidelines of the Guide shall govern any such representation unless expressly waived in writing at the time of engagement by the Coordinating Attorney. If outside counsel is retained to represent an individual employee, officer or director for whom SunTrust is obligated to advance legal fees or provide indemnification, absent an express written agreement concerning the payment of fees, such firm will charge the discounted rates in effect for SunTrust at the time of retention.

Cooperation with Insurers

SunTrust recognizes the importance of cooperating with its insurers to make certain they are thoroughly informed of all developments regarding our litigation matters where coverage is available. Upon SunTrust's request, you are expected to provide the insurer with: (1) copies of correspondence and other pertinent documents; (2) copies of periodic status reports; and (3) copies of legal bills in the matter, if appropriate. However, it is important for you to recognize that at all times SunTrust, and not the insurer, is your client and to act accordingly.

Termination of Representation

SunTrust may terminate the services of a firm or specific attorneys for a specific matter or for all matters at any time and SunTrust will have no liability to the firm beyond the services rendered as of the termination.

Ownership of Information

All records, documents, or information obtained, generated, or prepared on behalf of or while representing SunTrust (whether in hard copy or electronic format) are and remain the property of SunTrust, and all rights therein belong to SunTrust.

Protection, Management and Handling of Confidential and Personal Information

As part of your representation of SunTrust, SunTrust may provide you with confidential, proprietary, sensitive, and/or nonpublic personal information of SunTrust, its affiliates, their personnel, and customers, or former customers ("Confidential Information"). The improper handling of Confidential Information can have extremely serious legal and business consequences. During and after your engagement with SunTrust, you agree to handle all Confidential Information, including any back-ups, securely and confidentially and to ensure it is not lost, stolen, modified, disclosed, or accessed by any other party

without SunTrust's prior written approval and to protect such information in accordance with the requirements of Applicable Laws as hereinafter defined. In line with sound business judgment and applicable ethics rules, do not distribute Confidential Information to anyone in your firm who does not have a definite need to know. Unless specifically authorized by SunTrust or required by Applicable Laws, you will not share such information with anyone outside SunTrust or your firm, nor will you cause or permit any Confidential Information to be sent to or accessed from any location outside of the United States. You agree that you and your employees will not use any Confidential Information for any personal or business use (other than representation of SunTrust), such as use of any such Confidential Information to obtain an interest in an entity or a security or tip others to do so. You will not place or retain any Confidential Information on mobile or portable devices such as laptop computers, mobile phone/smartphones, personal digital assistants, or portable media (such as tapes, flash drives, CDs/DVDs, etc.) unless such devices are encrypted with whole disk encryption or are encrypted using the Advanced Encryption Standard (AES) algorithm with a minimum key strength of 128-bit. If requested by SunTrust, you agree to answer an information security questionnaire and/or allow an audit to allow SunTrust to assess the effectiveness of your information security procedures and practices. If SunTrust determines that your information security practices or procedures are insufficient, you agree to implement any reasonable requests or changes by SunTrust in regards to handling any Confidential Information provided by SunTrust.

You agree to notify the Coordinating Attorney and the appropriate Deputy General Counsel promptly (and in any event, within three (3) calendar days), and in writing, if any loss or unauthorized disclosure, exposure, possession, or use of Confidential Information occurs or is attempted, to provide us with the details of such and what corrective action you have taken or will take in response, and to reasonably cooperate with and provide assistance to SunTrust in reviewing or investigating any such action. You also agree to indemnify, defend, and hold SunTrust harmless from and against any and all damages incurred by SunTrust or its clients related to or arising out of any such loss or unauthorized disclosure, exposure, possession, or improper use of Confidential Information that occurs or is attempted.

Record Retention and Destruction

At the conclusion of a matter or the termination of your representation and a reasonable retention period of at least seven years (or earlier if requested by SunTrust), you will return any and all physical and electronic materials in your possession or control containing Confidential Information. The materials must be delivered via a secure method and upon such media as reasonably required by SunTrust. Alternatively, with SunTrust's prior written consent, you will permanently destroy or delete the Confidential Information (including any backups or archive copies) such that no information remains readable nor can be reconstructed to be readable (for hard copy items, this includes shredding, pulverizing, burning or other permanent destruction method; for electronic tangible media, such as disks and tapes, this includes destruction or erasure of the media; and for hard drives or similar storage device, this includes erasure or elimination of Confidential Information from the device); provided that you will not destroy any original SunTrust documents, whether or not constituting Confidential Information, but will return those documents to SunTrust upon request or when no longer required for the performance of your obligations to SunTrust. You may maintain archival copies of your own work product in which any Confidential Information is embedded or intertwined subject to the continuing obligations of this *Guide* for handling any Confidential Information.

Non-Disclosure of Suspicious Activity Reports

As part of the Bank Secrecy Act (BSA), SunTrust is required to report suspicious activity to the government through the filing of a Suspicious Activity Report (SAR). In accordance with 31 U.S.C. § 5318(g)(2), the contents of such a filing as well as the fact that a SAR has been filed is strictly confidential, and it is a violation of federal law to disclose to any person involved in the transaction subject to the SAR that a SAR was filed. In accordance with other authority, SunTrust takes the position that such a disclosure cannot be made to anyone other than law enforcement (including third parties who are not the subject of the SAR), even if such documentation or information is sought by subpoena, request to produce, interrogatory, or other discovery request. See 31 C.F.R. § 103.18(e). Therefore, if in the course of representation of SunTrust you learn that SunTrust has filed a SAR, you will ensure that such information remains confidential and is not disclosed to anyone outside of SunTrust without the express written approval of SunTrust's BSA/Anti-Money Laundering Attorney or the SunTrust BSA Officer. If you have any questions or concerns regarding the use of a SAR or any information therein, consult with the Coordinating Attorney assigned to the matter.

Insurance Requirements

In addition to any other insurance policies you may maintain, SunTrust requires all law firms and attorneys who do business with SunTrust to maintain legal professional liability or legal malpractice insurance on all counsel involved in representing SunTrust. By signing this *Guide*, you agree that you and your law firm currently maintain such legal professional liability or legal malpractice insurance coverage and that you will continue such coverage throughout the time the counsel and law firm represent SunTrust in any matter(s). Unless a higher amount is required by a Coordinating Attorney for a specific matter, and agreed to by the counsel and law firm, you agree that the minimum amount of coverage of such insurance will be \$3,000,000 per claim (provided, however, if the Firm is engaged only for transactional matters of less than \$3,000,000 per transaction, you agree that the minimum amount of coverage of such insurance will be the greater of (i) the largest transactional matter for which you are currently engaged, or (ii) \$1,000,000 per claim). Further, you agree that at the request of a Coordinating Attorney, you will provide SunTrust with a copy of any such insurance policy or a certificate of insurance evidencing such a policy.

Public Comment/Media Relations

Unless specifically authorized by the Coordinating Attorney, you may not publicly comment on matters associated with your representation of SunTrust. Please refer any press or other media inquiries to the Coordinating Attorney or upon his or her direction, to a SunTrust Corporate Communications liaison contact.

Business Ethics

SunTrust has adopted a Code of Conduct as its business ethics policy. SunTrust recognizes that your firm may have its own high standards of conduct, as well as professional ethics that impose the same or similar requirements as our Code of Conduct. Nevertheless, we call our program to your attention to make it clear that no SunTrust employee is authorized to propose or approve conduct that is inconsistent with the Code of Conduct or that may violate any Applicable Law. The SunTrust Code of Conduct includes a prohibition on a SunTrust employee accepting any gifts intended to influence a business

decision or any gifts that exceed \$100 from any source in a year. A copy of the SunTrust Code of Conduct will be made available to you upon request.

Disclosure of Tax Treatment and Tax Structure of Transactions

SunTrust and each employee, representative or other agent of SunTrust may disclose to any and all persons, without limitation of any kind, any advice given on the tax treatment and tax structure of the transactions with respect to which counsel has been engaged to give advice, and all material of any kind (including opinions or other tax analyses) that are provided to SunTrust relating to such tax treatment and tax structure and such advice is not to be considered 'confidential' within the meaning of Treasury Regulation Section 1.6011-4(b); provided, however, that only SunTrust, and not any other recipient of such a disclosure, may rely on such tax treatment and tax structure advice and/or related material.

Change in Legal Structure

Outside counsel must provide SunTrust with written notice within five (5) calendar days of any changes to its legal name or structure (such as a merger with another firm), significant changes in operational structure, changes in Tax Identification Number, and any other event that might cause a material adverse change to the outside counsel's legal standing or financial condition.

Choice of Law and Disputes

This agreement is subject to the law of the state of Georgia. If any disputes or other concerns arise and you are not able to resolve them directly with the Coordinating Attorney, please direct them to the appropriate Deputy General Counsel listed in Attachment B.

Compliance with Applicable Laws

By accepting an engagement from SunTrust, outside counsel represents and warrants that it will perform all of its obligations to SunTrust at all times in compliance with all Applicable Laws. "Applicable Laws" mean all laws and codes of professional responsibility that are applicable to outside counsel in performing its obligations to SunTrust, including but not limited to, any and all laws, regulations, rules, ordinances, guidelines, or judicial or administrative orders now in effect or hereinafter enacted or adopted, as amended from time to time, in any jurisdiction, applicable to the services, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809, and the regulations promulgated thereunder; the Interagency Guidelines Establishing Information Security Standards and the Interagency Guidelines Establishing Standards for Safeguarding Customer Information published by the governmental authorities regulating U.S. financial institutions; the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203, 124 Stat. 1376); the Health Insurance Portability and Accountability Act of 1996 and the related Privacy and Security Standards, including the HITECH Act's amendments to HIPAA; the Bank Secrecy Act and the USA Patriot Act; the Sarbanes-Oxley Act of 2002, § 307 and the SEC Rule promulgated thereunder; and any laws or regulations related to unfair, deceptive, or abusive practices. Outside counsel will immediately report to the Coordinating Attorney and Deputy General Counsel if and to the extent it is unable to comply with any Applicable Laws.

Waivers and Severability

The failure of either party to enforce strict performance by the other party of any provision of the *Guide* or to exercise any right under the *Guide* will not be construed as a waiver to any extent of that party's right to assert or rely upon any provision of the *Guide* or right in that or any other instance. A delay or omission by any party to exercise any right or power under the *Guide* will not be construed to be a waiver of that right or power. Waiving one breach will not be construed to waive any succeeding breach. All waivers must be in writing and signed (not in electronic form) by the party waiving rights. If any provision of the *Guide* conflicts with the law under which the *Guide* is to be construed or if any provision of the *Guide* is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of the *Guide* and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by applicable law. The *Guide* is for the benefit of, and may be enforced only by, you and SunTrust and our respective successors and permitted transferees and assignees, and is not for the benefit of, and may not be enforced by, any third party.

Acceptance of SunTrust Guide for Outside Counsel

By signing below, you indicate that you have reviewed the SunTrust *Guide for Outside Counsel* and that you, your firm and all members, agents and employees of your firm representing SunTrust agree to represent and bill SunTrust in compliance with all of the terms and conditions set forth in the *Guide*. This acceptance and agreement will remain in effect until such time as an authorized firm representative has executed an updated acceptance at the request of SunTrust.

Firm: _____

By: _____
(Signature)

(Print Name)

Date: _____

Please email a copy of the executed acceptance form to:

legalinvoices@suntrust.com

Attachment A

Specific Requirements for Legal Transactions

1. **Designated Counsel for transactions.** The SunTrust Legal Department maintains lists of “approved” law firms to represent the SunTrust lines of business in legal transactions. The “approved” lists generally designate law firms both by geographic area and designated line of business within the geographic region. A law firm may be designated as counsel for one or more of the lines of business of SunTrust. In most instances, the closer/closing hub (“Closer”) or line of business, as applicable, will choose local outside counsel for a particular transaction from the applicable “approved” list.
2. **Referrals to Outside Counsel.** Outside counsel should ensure that they obtain from the Closer the following information/materials:
 - * Loan Credit Approval Document [CLO]
 - * Term Sheet or Commitment Letter (if any)
 - * If a loan is to be amended/modified, copies of all existing documents
3. **Delivery of Legal Documents by Counsel.** Final documents must be delivered by outside counsel to SunTrust or the Closer in the format [e.g., hard copy/CD/email] and number of copies as directed by such attorney or Closer and with a cover transmittal:
 - * Identifying the borrower and the loan amount or transaction
 - * Stating that the firm has represented SunTrust
 - * Listing each of the documents prepared by the attorney and/or otherwise being delivered by the attorney and identifying which of the documents are not contained in the package (e.g., if the recorded mortgage has not yet been received from the recorder)

An outside counsel, by accepting representation of SunTrust on a matter, agrees that all documents prepared for SunTrust by outside counsel (inclusive of all attorneys, paralegals and other employees of the applicable firm):

- * Are in commercially acceptable legal form
- * Afford to SunTrust the benefits intended to be rendered to SunTrust thereby
- * Incorporate all current policies and provisions evidenced by the applicable SunTrust form documents [see applicable SunTrust web site]
- * Constitute all of the documents necessary for the transaction
- * Are in conformity with the CLO or other applicable approval document (unless expressly noted in writing)

The product of outside counsel’s services is SunTrust’s property and SunTrust intends to retain such outside counsel’s work product in its files. SunTrust attorneys and outside counsel will take all appropriate steps to preserve the attorney-client privilege and work product doctrine in relation to the services performed for SunTrust.

4. Legal Fees.

- a. Whenever appropriate, we urge you to contain costs and propose alternative billing methods such as discounted rates, blended hourly rates, flat fees, fee caps, value-based pricing, and volume discounts. Preference in selecting “approved” counsel will be given to those firms that most successfully utilize these practices. At a minimum, SunTrust should be given a written estimate of the anticipated legal fees in advance. In establishing any fee estimate, the outside counsel should state, in writing, any assumptions made in arriving at its fee/estimate (e.g., no significant changes in the loan as approved, limits on the amount of negotiation of the documents, any required due diligence, SunTrust’s and Borrower’s responsibilities for non-legal issues, etc.). Fixed fees and fee estimates given in good faith are not intended to be an opportunity for the Closer, the borrower, or the borrower’s counsel to abuse SunTrust’s counsel.
- b. SunTrust’s counsel should deliver at closing a final bill, including all fees and expenses. It will be the rare exception for outside counsel to present a subsequent bill for additional expenses incurred in connection with the closing. Such exceptions must be approved in writing in advance by the Coordinating Attorney.
- c. **It is the policy of the SunTrust lending divisions that in most commercial loans the legal fees and expenses of SunTrust’s counsel will be paid by the Borrower - at closing.** Therefore, in most instances the Closer will not agree/expect to have SunTrust directly pay the fee bill and will (i) deduct the amount of the fee bill from any loan fee paid by Borrower, or (ii) subsequently obtain a reimbursement of the legal fees from the Borrower. Of course, the bill remains the obligation of SunTrust – and if the payment is not received from the Borrower that fact should be brought to the attention of the Closer and the Coordinating Attorney.
- d. In instances in which the Borrower will pay the bill, only a simple “For Services Rendered” form shall be delivered to Borrower. Because the narrative description of the tasks performed by outside counsel on behalf of SunTrust very often contains confidential attorney-client information, the narrative portion of the fee bill should not be discussed or reviewed with Borrower unless expressly approved by the Coordinating Attorney.
- e. In all instances in which SunTrust will pay the fee bill directly, a full and complete narrative statement should be given to the Closer. It will be the lending officer’s responsibility to review/approve payment and forward the original invoice to the Legal Department for payment. If a question arises about any charge or item on a billing statement, SunTrust may deduct that item or charge from the statement, pay the remainder of the bill, and request additional information from counsel regarding the questioned item.
- f. For any transaction not closed within thirty (30) days of commencement of work, please provide a monthly confirmation that the final bill is on track to fall within the originally estimated fee (including all expenses incurred) with a detailed explanation if that is not the case together with a revised estimate for consideration by SunTrust.
- g. Please provide a report not less than bi-annually indicating by name and/or position the diversity status [gender and race/ethnicity] of all active timekeepers on SunTrust matters.

5. **Form Loan Documents and SunTrust Loan Document Web Sites.** Outside counsel will be provided access to a proprietary SunTrust website provided as a resource to SunTrust approved attorneys. By using the website, you may access some of the most commonly used SunTrust loan documents in standard Microsoft Word format for the applicable line of business. Contact the appropriate SunTrust loan officer or Coordinating Attorney if you need transaction specific information to prepare a form or if you need access to additional SunTrust forms. These forms are provided as a convenience for your use in preparing custom documentation. Additional documentation prepared by you for a transaction in which you are representing SunTrust may be used when an appropriate form is not available on the website provided you ensure that all required form updates have been incorporated in your documents. Any documentation prepared by you using these forms will be considered custom attorney prepared documentation. You are solely responsible for the form and content of the documents, their application to a particular transaction, and determining whether a form or forms are sufficiently protective of SunTrust's interests in a specific transaction. Do not retain forms for use with non-SunTrust transactions. Forms on the website will be updated periodically to include the current version of each form, and the SunTrust Legal Department may from time to time post alerts on the website. The website password may also be updated periodically for security purposes. These forms may be accessed only by SunTrust approved counsel. Do not share the website address or password with other outside counsel or other third parties, including SunTrust personnel. Regarding forms and drafts:

- We ask that you return to the appropriate website each time a SunTrust form document is needed to ensure that you are using the most recent version.
- If a financing transaction includes collateral located outside our footprint and you must generate a security instrument or other collateral document for such jurisdiction, please provide the form to the appropriate Coordinating Attorney.
- If you become aware that updates to our form documents are needed due to state law changes, or if there are pending or new state law requirements that may affect our form documents or closing process, please promptly apprise the appropriate Coordinating Attorney.

6. **Pre-Credit Approval Communications.** Except as set forth in the following sentence, neither you nor a SunTrust lending officer may release draft loan or lease documentation or blank form documents to a borrower or other third party for review or negotiation before the transaction has received credit approval, which can be the email/verbal approval of a SunTrust credit approval officer. Counsel may only send out draft or form documents prior to credit approval (i) with the approval (which can be by email/verbal) of the applicable SunTrust credit approval officer and (ii) accompanied by a written disclaimer stating that the documents are draft documents only, the transaction has not been approved by SunTrust, delivery of the documents should not be construed as approval of the transaction or as a commitment to approve the transaction, and the transaction may not be approved or the transaction may be approved with provisions different from, or in addition to, the provisions in the draft or form documents. The following language or other substantially similar language satisfies these requirements:

The attached documents are drafts, are provided for discussion purposes only and do not constitute an offer, agreement, or commitment to lend. Delivery of these documents shall not be construed as approval of the transaction contemplated by the documents or a commitment that such approval will be obtained. The transaction may not be approved and the actual terms and conditions upon which SunTrust might extend credit to [the applicable party] are subject to further due diligence, formal credit approval, satisfactory review of documentation, and such other terms

and conditions as may be determined by SunTrust and its counsel. No terms of the contemplated transaction are binding upon SunTrust until final written loan documents have been executed and accepted by SunTrust and all conditions precedent relating thereto have been satisfied.

7. **General Matters.** SunTrust appreciates and encourages you notifying SunTrust of legal developments important to SunTrust, as well as your suggestions for training about, and continued insights on, such matters. Please, however, do not conduct any formal training sessions with SunTrust teammates without first obtaining the approval of the Coordinating Attorney.

Outside counsel represents SunTrust, not the particular SunTrust officer or teammate with whom counsel works on a specific matter, and outside counsel's obligations are to SunTrust. In the event of any disagreement among SunTrust parties as to how to handle a particular matter, outside counsel should contact the Coordinating Attorney.

Attachment B

SunTrust Banks, Inc. General Counsel, Deputy General Counsels, and Managers

General Counsel

Ellen Fitzsimmons, Esq.
SunTrust Banks, Inc.
303 Peachtree Street, N.E.
Suite 2900
Atlanta, GA 30308

Phone: 404.230.5159
Fax: 404.724.3550
Email: ellen.fitzsimmons@suntrust.com

Deputy General Counsels

Consumer

Theresa H. Hammond, Esq.
SunTrust Banks, Inc.
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Atlanta, GA 30308

Phone: 404.813.0864
Fax: 404.581.1637
Email: theresa.hammond@suntrust.com

Wholesale

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Corporate

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Employment

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Legal and Regulatory Affairs

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Managers

Legal Operations

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Atlanta, GA 30308
Phone: 404.813.2406
Fax: 404.581.1637
Email: beth.lehman@suntrust.com

Attachment C

Case Plan

Privileged and Confidential/Attorney Work Product

To: *(Name of Coordinating Attorney)*

Date:

From:

Re: *Case Name:*

Court (If applicable):

Date Case Filed:

Trial Date (if set):

Introduction

The purpose of this *Case Plan* is: (a) to summarize the facts and the laws presently known regarding this matter; (b) to evaluate SunTrust's liability (where applicable); and (c) to delineate a future course of action and applicable time frame.

Key Facts

The following is a concise statement of the currently known facts underlying this matter and the key facts upon which my recommendation rests. I have noted the following areas of significant factual dispute (if any) between the parties.

Analysis of Primary Legal or Other Issues

I have identified and discussed below the controlling legal principles in this case.

Analysis of SunTrust's Legal and Factual Position

I have identified below the major points of SunTrust's legal and factual position, including affirmative and other defenses, counterclaims, and cross claims.

Staffing Plan

Identified below are the billable timekeepers that I propose to be involved in this matter, together with the hourly rate (including the standard local rate and discounted SunTrust rate) and a brief description of anticipated role of each. Also included is my best estimate of the percentage of the total time spent on this matter to be performed by each timekeeper.

Forum

I have summarized below any relevant information about the forum in which this matter is pending (or is likely to be filed), including any pertinent assessment of the likely jury pool and my experience with or knowledge about the judge(s).

Opponent

I have summarized below any relevant experience with or knowledge about opposing counsel and/or parties.

Settlement Analysis

I have identified below various settlement strategies and applicable time frames, including my initial maximum recommended settlement.

Damage Analysis

I have summarized below the possible outcomes if this matter cannot be resolved informally and my assessment of the likelihood of each outcome occurring.

Time Frame

I have summarized below the likely time it will take to resolve/handle this matter based on the various potential outcomes.

Upcoming Quarter

Below is a description of the major events likely to occur in this matter during the upcoming calendar quarter, together with a general description of the SunTrust information, documents and personnel likely to be needed during this time.

Recommendations

I have listed below my recommendations regarding the strategy for handling this case. I have also set out my principal reasons for these recommendations.

Insurance Coverage and/or Indemnification

I have outlined below the current insurance coverage, if any, available to SunTrust for this case and the deductible and coverage limitations, as well as the carrier's response to SunTrust's notice of claim. I have also outlined any possible third-party indemnification claims that may be available to SunTrust.

Attachment D

Litigation Case Budget

LITIGATION BUDGET*

Name of Case: _____
 Date Completed: _____

	Attorney 1	Attorney 2	Paralegal	Other	Other	Total Hour and
	NAME	NAME	NAME			Costs and Expenses
\$ Rate:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Task

PRELIMINARY INVESTIGATION AND PLEADING PHASE

Task	Expected Dates of Activity	Hours					
Fact Investigation/Development							0
Analysis/Strategy							0
Research							0
Motion to Dismiss							0
Other Preliminary Motions							0
Answer and Counter, Cross or Third Party Claim							0
Hearing Preparation/Attendance							0
Other (List Tasks)							0
Travel Expenses							
Other Costs and Expenses (List)							
TOTAL HOURS		0	0	0	0	0	0
TOTAL DOLLARS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

POTENTIAL SETTLEMENT PHASE

Task	Expected Dates of Activity	Hours					
Analysis							0
Negotiations							0
Mediation Brief							0
Attend Mediation							0
Drafting of Settlement Agreement							0
Other (List Tasks)							0
Travel Expenses							
Other Costs and Expenses (List)							
TOTAL HOURS		0	0	0	0	0	0
TOTAL DOLLARS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

DISCOVERY PHASE

Task	Expected Dates of Activity	Hours					
Additional Fact Investigation							0
Written Discovery							0
Document Production and Review							0
Taking Depositions							0
Defending Depositions							0
Expert Discovery							0
Discovery Motions							0
Hearing Preparation/Attendance							0
Other (List Tasks)							0
Travel Expenses							
Expert Expenses (List)							
Other Costs and Expenses (List)							
TOTAL HOURS		0	0	0	0	0	0
TOTAL DOLLARS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PRE-TRIAL PHASE

	Expected Dates of Activity	Hours					
Class Certification Motion							0
Dispositive Motions							0
Motions in Limine							0
Trial Preparation							0
Draft Trial Plan							0
Hearing Preparation/Attendance							0
Other (List Tasks)							0
Travel Expenses							
Expert Expenses (List)							
Other Costs and Expenses (List)							
TOTAL HOURS		0	0	0	0	0	0
TOTAL DOLLARS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TRIAL PHASE

	Expected Dates of Activity	Hours					
Trial and Hearing Attendance							0
Other (List Tasks)							0
Travel Expenses							
Expert Expenses (List)							
Other Costs and Expenses (List)							
TOTAL HOURS		0	0	0	0	0	0
TOTAL DOLLARS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

APPEAL PHASE

	Expected Dates of Activity	Hours					
Review of Record on Appeal							0
Appellate Motions and Submissions							0
Appellate Briefs							0
Oral Argument							0
Other (List Tasks)							0
Travel Expenses							
Other Costs and Expenses (List)							
TOTAL HOURS		0	0	0	0	0	0
TOTAL DOLLARS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL HOURS		0	0	0	0	0	0
GRAND TOTAL DOLLARS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*The submission and/or approval of a litigation budget does not constitute "pre-approval" for any activity and all requirements of the Guide for Outside Counsel

Attachment E

SunTrust Conflict Waiver Request Form

<u>SUNTRUST CONFLICT WAIVER REQUEST FORM</u>	
Type of Conflict Waiver Request:	<input type="checkbox"/> Subpoena/Request for Production <input type="checkbox"/> Garnishment <input type="checkbox"/> Foreclosure Action <input type="checkbox"/> Transaction Representation <input type="checkbox"/> Litigation <input type="checkbox"/> Other: <input type="text"/>
Waiver Request is to Represent:	<input type="checkbox"/> Another Client <input type="checkbox"/> SunTrust entity, while also representing another client in unrelated matters
Date of Request:	<input type="text"/>
Name, Email and Phone Number of Attorney Requesting Conflict Waiver:	<input type="text"/>
Firm Name:	<input type="text"/>
Name of SunTrust Entity Seeking Waiver from:	<input type="text"/>
Name of Client Seeking Waiver for:	<input type="text"/>
Name of SunTrust Attorneys Involved in Issue (if known):	<input type="text"/>
Name of SunTrust Business People Involved in Issue (if known):	<input type="text"/>
Name of Firm Attorneys to Represent in Conflict Matter:	<input type="text"/>
If request is related to a transaction, would the same attorneys who perform or have performed services on behalf of SunTrust (for representation of Conflict Client) or on behalf of Conflict Client (for representation of SunTrust) be involved in the Transaction? If yes, provide detail:	<input type="text"/>
Detailed Description of Issue/Conflict: For transactions, include: type of transaction, SunTrust line of business/area of origination, and property address, if applicable For other types of matters, include: name of action and court involved, if applicable For requests to represent SunTrust entity while also representing Conflict Client in unrelated matters, describe nature of unrelated matters of Conflict Client representation	<input type="text"/>

Submit this form by sending it to legalinvoices@suntrust.com.