

SUNTRUST BANKS INC

Form S-4

March 05, 2003

As filed with the Securities and Exchange Commission on March 5, 2003

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form S-4

REGISTRATION STATEMENT

**UNDER
THE SECURITIES ACT OF 1933**

SunTrust Banks, Inc.

(Exact name of registrant as specified in its charter)

Georgia
*(State or other jurisdiction of
incorporation or organization)*

6711
*(Primary Standard Industrial
Classification Code Number)*

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

303 Peachtree Street, N.E.

Atlanta, Georgia 30308
(404) 588-7711
*(Address, including zip code, and telephone number, including area code,
of registrant's principal executive offices)*

RAYMOND D. FORTIN
Senior Vice President and General Counsel
303 Peachtree Street, N.E.
Atlanta, Georgia 30308
(404) 588-7165
*(Name, address, including zip code, and telephone number, including area code,
of agent for service)*

Copies to:

C. WILLIAM BAXLEY
King & Spalding LLP
191 Peachtree Street
Atlanta, GA 30303
(404) 572-4600

JOHN C. VORYS
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street, P.O. Box 1008
Columbus, OH 43216-1008
(614) 464-6211

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

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If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, \$1.00 par value per share	2,000,000(1)	N/A	\$22,604,281(2)	\$1,831(2)

(1) This amount is based upon the number of shares of common stock anticipated to be issued upon completion of the transactions contemplated in the Agreement and Plan of Merger and Reorganization dated as of January 21, 2003 (the Merger Agreement), by and among SunTrust Banks, Inc. (SunTrust), Lighthouse Financial Services, Inc. (Lighthouse) and SunTrust Bank Holding Company.

(2) Determined pursuant to Rule 457(f)(2) under the Securities Act of 1933, as amended, solely for the purpose of calculating the registration fee, based on the book value of Lighthouse Financial Services, Inc., common stock, \$1.00 par value per share, as of December 31, 2002. Pursuant to Rule 457(f)(3), the cash portion of the consideration to be paid by SunTrust pursuant to the Merger Agreement has been deducted from the value of the securities to be received by Lighthouse stockholders in the transaction.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This proxy statement/ prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such State.

[Lighthouse logo]
Lighthouse Financial Services, Inc.
Proxy Statement

[SunTrust logo]
SunTrust Banks, Inc.
Prospectus

Dear Lighthouse Stockholders:

You are cordially invited to attend the special meeting of stockholders of Lighthouse Financial Services, Inc., which will be held at [location], [address], on , 2003, at .m., local time. The accompanying notice of the special meeting, proxy statement/ prospectus and proxy card set forth the formal business to be transacted at the special meeting. Please review these materials carefully and attend the special meeting.

At the special meeting, you will be asked to vote upon a proposal to adopt and approve a merger agreement, a related plan of merger and a merger of Lighthouse into a wholly owned subsidiary of SunTrust Banks, Inc. If the merger is completed, each share of Lighthouse common stock you hold will be exchanged for either (1) \$42.7962 in cash, (2) shares of SunTrust common stock with a market value of \$42.7962, based on the market price of SunTrust common stock during a pre-closing measurement period or (3) a combination consisting of cash and shares of SunTrust common stock with a total value of \$42.7962. You will be asked to choose your form of payment. Regardless of your choice, however, elections will be limited by the requirements that not less than 50% or more than 55% of the aggregate shares of Lighthouse common stock owned by Lighthouse stockholders be exchanged for SunTrust common stock and that not less than 45% or more than 50% of the aggregate shares of Lighthouse common stock owned by Lighthouse stockholders be exchanged for cash.

SunTrust common stock is listed on the New York Stock Exchange under the symbol STI . On March 4, 2003, the closing price of a share of SunTrust common stock was \$55.45.

Your vote is very important. The Lighthouse board of directors has determined that the merger agreement, the related plan of merger and the merger are in the best interests of Lighthouse and its stockholders and recommends that you vote FOR the adoption and approval of the merger agreement, the related plan of merger and the merger. The merger cannot be completed unless the holders of a majority of the outstanding shares of Lighthouse common stock vote in favor of the adoption and approval of the merger agreement, the related plan of merger and the merger.

Whether or not you plan to attend the special meeting, please take the time to vote by promptly submitting the enclosed form of proxy. If you sign, date and mail your proxy card without indicating how you want to vote, your Lighthouse shares will be counted as a vote in favor of adoption and approval of the merger agreement, the related plan of merger and the merger. If you do not submit your proxy, the effect will be a vote against the merger agreement, the related plan of merger and the merger. Returning your proxy does not deprive you of your right to attend the meeting and to vote your shares in person if you should decide to do so. Granting your proxy will impact your dissenters' rights as discussed in the accompanying proxy statement/ prospectus.

The proposed merger is discussed in detail in the accompanying proxy statement/ prospectus. We encourage you to read this entire document carefully. You can also obtain more information about SunTrust in documents that it has filed with the Securities and Exchange Commission.

On behalf of your board of directors, we encourage you to vote FOR the adoption and approval of the merger agreement, the related plan of merger and the merger.

/s/
Cartha D. DeLoach
Chairman

/s/
Jerry T. Caldwell
Chief Executive Officer

Neither the Securities and Exchange Commission nor any state securities regulator has approved the shares of common stock to be issued by SunTrust in the merger, as described in this proxy statement/ prospectus or passed upon the adequacy or accuracy of this proxy statement/ prospectus. Any representation to the contrary is a criminal offense.

The shares of SunTrust common stock to be issued in the merger are not savings or deposit accounts or other obligations of any bank or savings association or non-bank subsidiary of SunTrust and are not insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund, the Bank Insurance Fund or any other governmental agency.

You should read **Risk Factors** beginning on page 12 for a description of the factors that may affect the value of the SunTrust common stock to be issued in the merger and other risk factors that should be considered with respect to the merger.

This proxy statement/ prospectus is dated _____, 2003, and it is first being mailed to Lighthouse stockholders, along with the enclosed form of proxy card, on or about _____, 2003.

REFERENCES TO ADDITIONAL INFORMATION

This proxy statement/ prospectus incorporates important business and financial information about SunTrust from documents that it has filed with the Securities and Exchange Commission and that have not been included in or delivered with this proxy statement/ prospectus. This information is available to you without charge upon your written or oral request. You can obtain documents incorporated by reference in this proxy statement/ prospectus, other than exhibits to those documents, by requesting them in writing or by telephone from SunTrust at the following address:

SunTrust Banks, Inc.

303 Peachtree Street
Mail Code GA-Atlanta-0634
Atlanta, GA 30308
Attention: Gary Peacock
Telephone: (404) 658-4879

If you would like to request documents, please do so prior to _____, 2003, in order to receive them before the special meeting.

See [Where You Can Find More Information](#) for more information about the documents referred to in this proxy statement/ prospectus.

[Lighthouse Financial Services, Inc. letterhead]

Lighthouse Financial Services, Inc.

Notice of Special Meeting
, 2003

To the Stockholders of Lighthouse Financial Services, Inc.:

A special meeting of stockholders of Lighthouse Financial Services, Inc. will be held at [location], [address], on _____, 2003 at _____ .m., local time, and at any adjournments or postponements thereof, to consider and act upon the following matters:

(1) To consider and vote upon a proposal to approve and adopt (a) the Agreement and Plan of Merger and Reorganization dated as of January 21, 2003, by and among Lighthouse, SunTrust Banks, Inc. and SunTrust Bank Holding Company, a wholly owned subsidiary of SunTrust, pursuant to which Lighthouse will, upon satisfaction of certain conditions, merge into SunTrust Bank Holding Company, with SunTrust Bank Holding Company surviving the merger as a wholly owned subsidiary of SunTrust, (b) the related plan of merger contemplated by the Agreement and Plan of Merger and Reorganization and (c) the merger. As a result of the merger, each share of Lighthouse common stock (other than treasury shares, shares held by SunTrust or any of the subsidiaries of SunTrust or Lighthouse (other than in a fiduciary capacity) and shares held by dissenting stockholders) will be converted into the right to receive either (x) \$42.7962 in cash, (y) shares of SunTrust common stock having a market value of \$42.7962, based on the market price of SunTrust common stock during a pre-closing measurement period or (z) a combination consisting of cash and shares of SunTrust common stock with a total value of \$42.7962.

(2) To reelect Richard C. Mizer and George F. Reid to the Lighthouse board of directors for terms expiring at the annual meeting in 2006.

(3) Any other business properly brought before the special meeting or any adjournment or postponement thereof.

The Lighthouse board of directors has fixed the close of business on _____, 2003 as the record date for the determination of stockholders entitled to notice of, and to vote at, the special meeting and any adjournments or postponements of the special meeting. Therefore, only stockholders of record on _____, 2003 are entitled to notice of, and to vote at, the special meeting. A list of stockholders entitled to vote will be available at Lighthouse's offices for a period of ten days prior to the special meeting as well as at the special meeting for examination by any stockholder, his agent or his attorney.

The accompanying proxy statement/prospectus describes the terms and conditions of the merger agreement and includes a complete text of the merger agreement and the related plan of merger as Annex A-1 and Annex A-2, respectively. We urge you to read the enclosed materials carefully for a complete description of the merger agreement, the plan of merger, and the merger. The accompanying proxy statement/prospectus forms a part of this notice.

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Your vote is very important. The merger agreement, the related plan of merger and the merger must be adopted and approved by the holders of a majority of the outstanding shares of Lighthouse common stock. Even if you plan to attend the special meeting, we urge you to submit a valid proxy promptly so that your shares will be voted.

Your board of directors unanimously recommends that you vote FOR the adoption and approval of the merger agreement, the related plan of merger and the merger.

By Order of the Board of Directors

/s/ GEORGE F. REID

George F. Reid
Its Secretary

Hilton Head Island, South Carolina
, 2003

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Annex A-1	Agreement and Plan of Merger and Reorganization dated as of January 21, 2003 by and among Lighthouse Financial Services, Inc., SunTrust Banks, Inc. and SunTrust Bank Holding Company
Annex A-2	Plan of Merger by and among Lighthouse Financial Services, Inc., SunTrust Banks, Inc. and SunTrust Bank Holding Company
Annex B	Form of Voting Agreement
Annex C	Opinion of Keefe, Bruyette & Woods, Inc.
Annex D	Section 262 of the Delaware General Corporation Law

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This proxy statement/ prospectus and the documents that are made part of this proxy statement/ prospectus by reference to other documents filed with the Securities and Exchange Commission include various forward-looking statements about SunTrust and Lighthouse that are subject to risks and uncertainties. Forward-looking statements include the information concerning future financial performance, business strategy, projected plans and objectives of SunTrust and Lighthouse.

Statements preceded by, followed by or that otherwise include the words believes, expects, anticipates, intends, estimates, plans, may increase, may fluctuate, will likely result, and similar expressions or future or conditional verbs such as will, should, would, and could are generally forward-looking in nature and not historical facts. You should understand that the following important factors, in addition to those discussed elsewhere in this proxy statement/ prospectus and in the documents which are incorporated by reference into this proxy statement/ prospectus, could affect the future results of the combined company following the merger, and could cause results to differ materially from those expressed in such forward-looking statements:

the effect of economic conditions and interest rates on a national, regional or international basis;

the performance of SunTrust's businesses following the merger;

the timing of the implementation of changes in operations to achieve enhanced earnings or effect cost savings;

the ability of SunTrust and Lighthouse to successfully integrate their operations, the compatibility of the operating systems of the combining companies, and the degree to which existing administrative and back-office functions and costs of SunTrust and Lighthouse are complementary or redundant;

the ability to satisfy all conditions precedent to the merger (including stockholder and various regulatory approvals);

competitive pressures in the consumer finance, commercial finance, insurance, financial services, asset management, retail banking, mortgage lending, auto lending, corporate and investment banking and capital industries;

the financial resources of, and products available to, competitors;

changes in laws and regulations, including changes in accounting standards;

changes in policy by regulatory agencies;

changes in the securities and foreign exchange markets; and

opportunities that may be presented to and pursued by the combined company following the merger.

Management of each of SunTrust and Lighthouse believes the forward-looking statements about its company are reasonable. However, you should not place undue reliance on them. Any forward-looking statements in the proxy statement/ prospectus are not guarantees of future performance. They involve risks, uncertainties and assumptions, and actual results, developments and business decisions may differ from those contemplated by those forward-looking statements. Many of the factors that will determine these results are beyond SunTrust's and Lighthouse's ability to control or predict. SunTrust and Lighthouse disclaim any duty to update any forward-looking statements, all of which are expressly qualified by the statements in this section.

QUESTIONS AND ANSWERS ABOUT THE MERGER

Q: What is the proposed transaction for which I am being asked to vote?

A: You are being asked to vote to adopt and approve an agreement and plan of merger and reorganization among SunTrust, SunTrust Bank Holding Company and Lighthouse, a related plan of merger and the merger contemplated thereby. In this proxy statement/ prospectus, we refer to the agreement and plan of merger and reorganization and the related plan of merger as the merger agreement. In the merger, Lighthouse will be merged into SunTrust Bank Holding Company, a wholly owned subsidiary of SunTrust. After the merger, SunTrust Bank Holding Company will be the surviving corporation and will remain a wholly owned subsidiary of SunTrust.

Q: Who is SunTrust?

A: SunTrust is a diversified financial services holding company whose businesses provide a broad range of financial services to consumer and corporate customers in Alabama, Florida, Georgia, Maryland, Tennessee, Virginia and the District of Columbia. SunTrust was incorporated in 1984 under the laws of the State of Georgia.

Q: What will I receive in exchange for my Lighthouse common stock in the merger?

A: In the merger, your shares of Lighthouse common stock will be exchanged for either \$42.7962 in cash for each share of Lighthouse common stock, shares of SunTrust common stock having a market value of \$42.7962, based on the market price of SunTrust common stock during a pre-closing measurement period, for each share of Lighthouse common stock or a combination of cash for 45% of your shares of Lighthouse common stock and SunTrust common stock for 55% of your shares of Lighthouse common stock.

Q: Can I elect the type of consideration I will receive in the merger?

A: Yes. Subject to the allocation procedures described in this proxy statement/ prospectus, you may elect to receive all cash, all shares of SunTrust common stock or a combination of cash and SunTrust common stock in exchange for your shares of Lighthouse common stock.

Under the merger agreement, the number of shares of Lighthouse common stock in the aggregate to be exchanged for cash must not be less than 45% or more than 50% of the total number of shares of Lighthouse common stock outstanding immediately prior to the effective time of the merger. The number of shares of Lighthouse common stock in the aggregate to be exchanged for shares of SunTrust common stock must not be less than 50% or more than 55% of the total number of shares of Lighthouse common stock outstanding immediately prior to the effective time of the merger.

Q: If I elect to receive SunTrust common stock in the merger, how many shares will I receive?

A: Subject to the allocation procedures described in this proxy statement/ prospectus, if you elect to receive SunTrust common stock in exchange for all or a portion of your Lighthouse common stock, the number of shares of SunTrust common stock that you will receive for each share of Lighthouse common stock will be equal to an exchange ratio determined by dividing \$42.7962 by the average closing price per share of SunTrust common stock for the ten trading days ending on and including the third business day prior to the effective time of the merger. For example, the average closing sale price of a share of SunTrust common stock for the ten-day trading period ending March 3, 2003 was \$56.109, which would result in an exchange ratio of .7627.

You will not receive a fractional share of SunTrust common stock. Instead, you will be paid cash for such fraction based on the average closing price of SunTrust common stock over the ten day trading period ending on and including the third business day prior to the effective time of the merger.

For instance, using the hypothetical exchange ratio of .7627 described above, a Lighthouse stockholder who elects to receive SunTrust common stock in exchange for 1000 shares of Lighthouse common stock would receive 762 shares of SunTrust common stock, plus \$39.28 in cash instead of a fractional share.

Q: How do I elect the form of consideration I prefer to receive? When should I send in my stock certificates?

A: A form of election is being mailed to you concurrently with the mailing of this proxy statement/ prospectus. If your shares of Lighthouse common stock are registered in your own name, complete and sign the form of election and send it to SunTrust Bank, the exchange agent for the merger, together with the stock certificates representing the shares you wish to exchange for cash, SunTrust common stock or a combination of cash and SunTrust common stock.

Q: Is there a deadline for making an election?

A: Yes. Your completed election form and Lighthouse stock certificates must be received by the exchange agent not later than 5:00 p.m. eastern time on the last business day prior to the effective time of the merger.

Q: What if I do not send an election form or it is not received before the deadline?

A: If the exchange agent does not receive from you a properly completed election form, together with certificates representing your shares of Lighthouse common stock, before the deadline, then it will be assumed that you have elected to receive a combination of cash for 45% of your shares of Lighthouse common stock and SunTrust common stock for the remaining 55% of your shares of Lighthouse common stock. **You bear the risk of delivery and should send any election form by courier, by hand or by fax, with certificates delivered by courier or by hand, to the appropriate addresses shown in the election form.**

Promptly after the effective time of the merger, the exchange agent will provide stock certificate transmittal materials to the holders of Lighthouse common stock who have not already completed the form of election and surrendered their stock certificates. The transmittal materials will contain instructions for use in effecting the surrender to the exchange agent of Lighthouse common stock certificates in exchange for the merger consideration.

Q: What happens if the aggregate number of shares for which cash elections are made exceeds 50% of the outstanding shares of Lighthouse common stock or if the number of shares for which stock elections are made exceeds 55% of the outstanding shares of Lighthouse common stock?

A: If the aggregate number of shares for which cash elections are made exceeds 50% of the outstanding shares of Lighthouse common stock, then all shares of Lighthouse common stock for which cash elections are made will be exchanged on a pro rata basis for a combination of cash and SunTrust common stock so that the total number of Lighthouse shares exchanged for cash does not exceed 50% of the outstanding shares of Lighthouse common stock.

If the aggregate number of shares for which stock elections are made exceeds 55% of the outstanding shares of Lighthouse common stock, then all shares of Lighthouse common stock for which stock elections are made will be exchanged on a pro rata basis for a combination of cash and SunTrust common stock so that the total number of Lighthouse shares exchanged for stock does not exceed 55% of the outstanding shares of Lighthouse common stock.

Q: What are the United States federal income tax consequences of the merger to Lighthouse stockholders?

A: The tax consequences to you of the transaction will depend on your particular facts and circumstances and the form of merger consideration you receive. You should consult your tax advisor for a full understanding of the tax consequences of the merger.

Assuming that the merger is completed as currently contemplated, you will not recognize any gain or loss for United States federal income tax purposes if you exchange your Lighthouse shares solely for SunTrust shares in the merger (including any fractional share of SunTrust common stock), except with respect to cash received in lieu of a fractional SunTrust share. You will recognize gain or loss if you exchange your Lighthouse shares solely for cash in the merger. You will recognize gain, but not loss, if you exchange your Lighthouse shares for a combination of SunTrust shares and cash, but not in excess of the cash you receive in the merger.

Q: Am I entitled to dissenters' rights?

A: Yes. If you wish, you may dissent from the merger agreement and obtain a cash payment for the fair value of your shares. To exercise dissenters' rights, you must **not** vote in favor of the adoption and approval of the merger agreement and the merger, and you must strictly comply with all of the applicable requirements of Delaware law summarized under the heading "The Merger - Dissenters' Rights." The fair value of your shares, as determined by a court, may be more or less than the consideration to be paid in the merger.

We have included a copy of Section 262 of the Delaware General Corporation Law as Annex D to this proxy statement/ prospectus.

Q: When and where is the special meeting?

A: The Lighthouse special meeting is scheduled to take place at [location], [address] on _____, 2003 at _____ .m., local time.

Q: Who can vote on the merger?

A: Holders of record of Lighthouse common stock at the close of business on _____, 2003 can vote at the special meeting. On that date, _____ shares of Lighthouse common stock were outstanding and entitled to vote.

Q: What vote is required for approval?

A: The merger agreement and the merger must be adopted and approved by a majority of the outstanding shares of Lighthouse common stock. Therefore, if you abstain or fail to vote, it will be the same as voting against the merger agreement and the merger.

Q: When do you expect the merger to be completed?

A: We are working to complete the merger as promptly as possible. We expect to complete the merger promptly after we receive Lighthouse stockholder approval at the special meeting and after we receive all necessary regulatory approvals. We currently expect this to occur during the second quarter of 2003. Fulfilling some of the conditions to closing the merger, such as receiving certain governmental clearances or regulatory approvals, and receipt of an opinion of our tax counsel, is not entirely within our control. If all the conditions to completion of the merger are not fulfilled during the second quarter of 2003, we expect to complete the merger as quickly as practicable once the conditions are fulfilled.

Q: What do I need to do now?

A: After carefully reading and considering the information contained in this proxy statement/ prospectus, please complete and mail your proxy card as soon as possible so that your shares may be voted at the special meeting. Your proxy card will instruct the persons named on the proxy card to vote your shares at the special meeting as you direct. If you sign and send in your proxy card and do not indicate how you want to vote, your proxy will be voted FOR the adoption and approval of the merger agreement and the merger. If you do not vote or if you abstain, the effect will be a vote against the merger agreement and the merger. **Your vote is very important.**

Q: May I change my vote after I have mailed my signed proxy card?

A: You may change your vote at any time before your proxy is voted at the special meeting. If your shares of Lighthouse common stock are registered in your own name, you can do this in one of three ways:

first, you can send a written notice stating that you want to revoke your proxy;

second, you can complete and submit a new proxy card; or

third, you can attend the Lighthouse special meeting and vote in person. Simply attending the meeting, however, will not revoke your proxy; you must vote at the meeting.

If you choose either of the first two methods, you must submit your notice of revocation or your new proxy card to:

Lighthouse Financial Services, Inc.

Attention: George F. Reid, Secretary
5 Office Park Road
Hilton Head Island,
South Carolina 29928

Q: If I plan to attend the Lighthouse special meeting in person, should I still grant my proxy?

A: Yes. Whether or not you plan to attend the special meeting, you should grant your proxy as described above. The failure of a Lighthouse stockholder to vote in person or by proxy will have the same effect as a vote against the adoption and approval of the merger agreement and the merger.

Q: What does Lighthouse's board of directors recommend?

A: Lighthouse's board of directors has unanimously determined that the proposed merger is advisable and in the best interests of Lighthouse and its stockholders and recommends that you vote FOR the proposal to adopt and approve the merger agreement and the merger.

Q: Who can help answer my questions?

A: If you have any questions about the merger or if you need additional copies of this proxy statement/ prospectus or the enclosed proxy card, you should contact:

Jerry T. Caldwell
Chief Executive Officer
Lighthouse Financial Services, Inc.
5 Office Park Road
Hilton Head Island, South Carolina 29928
1-888-686-5505 (toll free)

SUMMARY

This summary highlights selected information from this proxy statement/prospectus and may not contain all the information that is important to you. For a more complete understanding of the merger and for a more complete description of the legal terms of the merger and the merger agreement, you should read this entire document carefully, as well as the additional documents to which we refer you. See Where You Can Find More Information.

The Companies

SunTrust Banks, Inc.

*SunTrust Bank Holding Company
303 Peachtree Street, NE
Atlanta, GA 30308
404-588-7711*

SunTrust is a diversified financial services holding company whose businesses provide a broad range of financial services to consumer and corporate customers in Alabama, Florida, Georgia, Maryland, Tennessee, Virginia and the District of Columbia. SunTrust was incorporated in 1984 under the laws of the State of Georgia. As of December 31, 2002, SunTrust had total assets of \$117.3 billion, deposits of \$79.7 billion and total shareholders' equity of \$8.8 billion. For financial statements and a discussion of SunTrust's recent results of operations, see SunTrust's Annual Report on Form 10-K for the year ended December 31, 2002, which is incorporated by reference in this proxy statement/prospectus.

SunTrust Bank Holding Company is the wholly owned subsidiary through which SunTrust conducts all of its business. SunTrust Bank Holding Company was incorporated in Florida in 1966 as First Orlando Corporation.

Lighthouse Financial Services, Inc.

*5 Office Park Road
Hilton Head Island, S.C. 29928
843-341-3000*

Lighthouse offers a broad array of financial service products through its wholly owned subsidiaries. Lighthouse's principal subsidiary, Lighthouse Community Bank, or LCB, is engaged in the financial services business with an emphasis on mortgage banking and retail banking services. In addition to originating loans, Lighthouse invests in U.S. Government and agency obligations, corporate bonds, mortgage-backed securities, and interest-bearing deposits in other financial institutions. LCB sells a significant amount of the mortgage loans it originates to commercial banks, savings banks and other institutional purchasers, including the Federal Home Loan Mortgage Corporation, or FHLMC. LCB retains ownership of its remaining loan production and generally retains servicing rights to mortgage loans that it sells. LCB presently has five branch offices serving the southern Beaufort County, South Carolina community and is currently the largest independent financial institution serving its primary market area.

Lighthouse was incorporated under Delaware law in 1994 and commenced operations as a unitary thrift holding company in 1996 under the name Carolina Bancshares, Inc. Lighthouse's name was changed from Carolina Bancshares, Inc. to Lighthouse Financial Services, Inc. in March 1998.

The Merger (pages 21 through 40)

Under the terms of the merger agreement, Lighthouse will be merged into SunTrust Bank Holding Company. After the merger, SunTrust Bank Holding Company will be the surviving corporation and will continue its corporate existence under Florida law as a wholly owned subsidiary of SunTrust. The merger agreement and the plan of merger are attached to this document as Annex A-1 and Annex A-2, respectively, and are incorporated in this proxy statement/prospectus by reference. We encourage you to read the merger agreement carefully, as it is the legal document that governs the merger.

What You Will Receive in the Merger (page 41)

The merger agreement provides that holders of shares of Lighthouse common stock, other than SunTrust or any of the subsidiaries of SunTrust or Lighthouse (other than in a fiduciary capacity) and any person who has perfected dissenters' rights with respect to shares of Lighthouse common stock, will be entitled to receive either:

cash in an amount equal to \$42.7962, without interest, for each share of Lighthouse common stock;

for each share of Lighthouse common stock, the number of shares of SunTrust common stock equal to an exchange ratio determined by dividing \$42.7962 by the average closing price per share of SunTrust common stock for the ten trading days ending on and including the third business day prior to the effective time of the merger; or

cash consideration for 45% of such holder's shares of Lighthouse common stock and stock consideration for 55% of such holder's shares of Lighthouse common stock.

Under the merger agreement, however, the number of shares of Lighthouse common stock in the aggregate to be exchanged for cash must not be less than 45% or more than 50% of the total number of shares of Lighthouse common stock outstanding immediately prior to the effective time of the merger, and the number of shares of Lighthouse common stock in the aggregate to be exchanged for shares of SunTrust common stock must not be less than 50% or more than 55% of the total number of shares of Lighthouse common stock outstanding immediately prior to the effective time of the merger.

If the aggregate number of shares for which cash elections are made exceeds 50% of the outstanding shares of Lighthouse common stock, then all shares of Lighthouse common stock for which cash elections are made will be exchanged on a pro rata basis for a combination of cash and SunTrust common stock so that the total number of Lighthouse shares exchanged for cash does not exceed 50% of the outstanding shares of Lighthouse common stock. If the aggregate number of shares for which stock elections are made exceeds 55% of the outstanding shares of Lighthouse common stock, then all shares of Lighthouse common stock for which stock elections are made will be exchanged on a pro rata basis for a combination of cash and SunTrust common stock so that the total number of Lighthouse shares exchanged for stock does not exceed 55% of the outstanding shares of Lighthouse common stock.

If you would like to receive cash or stock for any or all of your Lighthouse shares and your Lighthouse shares are registered in your own name, you must fill out and return to the exchange agent the form of election mailed to you concurrently with this proxy statement/prospectus, together with the stock certificates representing the shares you wish to exchange. The form of election and related stock certificates must be received by the exchange agent not later than 5:00 p.m. eastern time on the last business day prior to the effective time of the merger. If the merger does not take place for any reason, your stock certificates will be returned to you.

If the exchange agent does not receive from you a properly completed election form, together with certificates representing your shares of Lighthouse common stock, before the deadline for submission of those materials, then it will be assumed that you have elected to receive a combination of cash for 45% of your shares of Lighthouse common stock and SunTrust common stock for the remaining 55% of your shares of Lighthouse common stock.

The Special Meeting

The Lighthouse special meeting will be held at [location], [address] on _____, _____, 2003 at _____m., local time. At the meeting, the holders of Lighthouse common stock will be asked to vote upon a proposal to adopt and approve the merger agreement and the merger and a proposal to reelect Richard C. Mizer and George F. Reid to the Lighthouse board of directors. The Lighthouse board of directors has fixed the close of business on _____, 2003 as the record date for the determination of stockholders entitled to notice of, and to vote at, the special meeting. At the record date, approximately _____ shares of Lighthouse common stock were issued and outstanding and entitled to vote. Each

share of Lighthouse common stock is entitled to one vote on any matter that may properly come before the meeting. The affirmative vote of a majority of the outstanding shares of Lighthouse common stock is required to adopt and approve the merger agreement and the merger. The two nominees who receive the greatest number of votes will be elected as directors.

Vote of Management Owned Shares (page 19 and 20)

As of the record date, the directors and executive officers of Lighthouse and their respective affiliates collectively owned approximately 22% of the outstanding shares of Lighthouse common stock, including shares subject to options currently exercisable but not exercised. All of the directors of Lighthouse have entered into voting agreements with SunTrust pursuant to which they have agreed to vote all of their shares, except for shares held in a certain trust, in favor of the adoption and approval of the merger agreement and the merger, representing approximately 20% of the outstanding shares of Lighthouse common stock, including shares subject to options held by these persons. SunTrust and Lighthouse have been informed that all of the approximately 22% of the outstanding shares of Lighthouse common stock owned by the directors and executive officers of Lighthouse and their respective affiliates will be voted in favor of the approval and adoption of the merger agreement and the merger. A form of the voting agreement is attached as Annex B to this proxy statement/ prospectus.

Recommendation of the Lighthouse Board; Lighthouse's Reasons for the Merger (pages 21 through 25)

Lighthouse's board of directors has unanimously approved the merger agreement and the merger. Lighthouse's board of directors believes that the merger is advisable and in the best interests of Lighthouse and its stockholders and recommends that Lighthouse's stockholders vote for the adoption and approval of the merger agreement and the merger. In reaching its decision, the Lighthouse board considered a number of factors, which are described in more detail in The Merger Recommendation of the Lighthouse Board; Lighthouse's Reasons for the Merger beginning on page . The Lighthouse board of directors did not assign relative weights to the factors described in that section or the other factors considered by it. In addition, the Lighthouse board did not reach any specific conclusion on each factor considered, but conducted an overall analysis of these factors. Individual members of the Lighthouse board of directors may have given different weights to different factors.

Opinion of Lighthouse's Financial Advisor (pages 26 through 33)

In deciding to approve the merger agreement and the merger, the Lighthouse board of directors considered the opinion dated January 21, 2003, of its financial advisor, Keefe, Bruyette & Woods, Inc., that, as of that date, the aggregate merger consideration to be received by all of the holders of Lighthouse common stock under the merger agreement was fair from a financial point of view to those holders.

The written opinion of Keefe, Bruyette & Woods, Inc. is attached as Annex C to this proxy statement/ prospectus. We encourage you to read this opinion carefully and in its entirety.

Material United States Federal Income Tax Consequences (pages 33 through 35)

If the merger is completed as currently contemplated, then, in general, the material United States federal income tax consequences to you will be as follows:

if you exchange Lighthouse common stock solely for cash, you will recognize capital gain or loss equal to the difference between the amount of cash received and your tax basis in the stock surrendered;

if you exchange Lighthouse common stock solely for SunTrust common stock (including any fractional share of SunTrust common stock), you will not recognize any gain or loss, except to the extent of the cash received in lieu of a fractional share; and

if you exchange Lighthouse common stock for a combination of cash and SunTrust common stock, you will recognize gain (but not loss), and the gain will be equal to the lesser of (1) the excess of

the sum of the cash and the fair market value of the SunTrust common stock received over your tax basis in the Lighthouse stock surrendered, or (2) the amount of cash received.

Conditions to the Merger (pages 53 through 55)

The obligations of SunTrust and Lighthouse to complete the merger are conditioned on the following conditions being fulfilled:

adoption and approval of the merger agreement and the merger by the Lighthouse stockholders;

the registration statement, of which this document is a part, having become effective under the Securities Act, and no stop order or proceedings seeking a stop order having been entered or pending by the SEC;

receipt of all governmental consents and approvals required to complete the merger;

absence of any legal prohibition on the completion of the merger; and

receipt of an opinion of King & Spalding LLP, SunTrust's outside counsel, that the merger will qualify as a reorganization for United States federal income tax purposes.

In addition, Lighthouse's obligation to complete the merger is subject to, among other things:

the representations and warranties of SunTrust being true and correct, in all material respects, as of the closing;

the performance by SunTrust in all material respects of all obligations and covenants required by the merger agreement; and

the shares of SunTrust common stock to be issuable pursuant to the merger having been approved for listing on the NYSE.

In addition, SunTrust's obligation to complete the merger is subject to, among other things:

the representations and warranties of Lighthouse in the merger agreement being true and correct, with certain representations and warranties being true and correct in all material respects, as of the closing;

the absence of any regulatory approval imposing any condition or requirement which would render completion of the merger inadvisable or unduly burdensome;

the performance by Lighthouse in all material respects of all obligations and covenants required by the merger agreement;

the absence of any pending or threatened legal proceeding in which a governmental authority is a party or is involved, and the absence of any receipt by Lighthouse or SunTrust of any communication from any governmental authority indicating the possibility of commencing any legal proceeding or other action relating to the completion of the merger; and

Lighthouse having stockholders' equity of not less than \$29,500,000.

Termination of the Merger Agreement (page 56)

The merger agreement may be terminated and the merger may be abandoned at any time prior to the effective time of the merger:

by the mutual written consent of SunTrust and Lighthouse;

by either SunTrust or Lighthouse if:

there has been either (1) a material breach by the other party of any covenant or agreement contained in the merger agreement, or (2) an inaccuracy of any representation or warranty of the other party contained in the merger agreement which would provide the nonbreaching party the

ability to refuse to complete the merger under the standard set forth in the merger agreement, and, in either case, if the breach or inaccuracy has not been cured by the earlier of thirty days following written notice of the breach to the party committing the breach or the effective time of the merger;

any of the conditions precedent to the obligations of the other party to complete the merger cannot be satisfied prior to closing, and the party giving notice is not in material breach of the merger agreement;

any of the applications for prior approval referred to in the merger agreement are denied, and no appeals or reconsiderations are possible;

the merger is not approved by Lighthouse's stockholders;

the merger is not completed by September 30, 2003 other than because of a breach of the merger agreement caused by the terminating party; or

by SunTrust if Lighthouse's board of directors:

withdraws, modifies or qualifies, or proposes publicly to withdraw, modify or qualify, the approval of the merger agreement, the merger or the recommendation in this proxy statement/prospectus that Lighthouse's stockholders vote to adopt and approve the merger agreement and the merger;

takes any action inconsistent with its approval or recommendation, in any case whether or not permitted by the terms of the merger agreement;

approves or recommends a third party takeover proposal; or

fails to recommend against a third party takeover proposal.

Termination Fees (page 56)

Lighthouse must pay to SunTrust a termination fee of \$3,000,000, plus SunTrust's out of pocket expenses, if:

SunTrust terminates the merger agreement because the board of directors of Lighthouse withdrew, modified or qualified, or proposed publicly to do any of the same, the approval of the merger agreement, the merger or its recommendation to the stockholders of Lighthouse;

either party elects to terminate the merger agreement because the stockholders of Lighthouse did not approve the merger at a meeting duly convened and a takeover proposal had been disclosed, announced, submitted or made; or

within 12 months after termination of the merger agreement, Lighthouse enters into any acquisition agreement with any person or entity, other than SunTrust, unless the termination was pursuant to mutual agreement of the parties, was by Lighthouse due to a material breach of the merger agreement by SunTrust, or was by either SunTrust or Lighthouse because of the failure to obtain necessary regulatory approvals solely due to SunTrust.

Lighthouse is required to pay to SunTrust a termination fee equal to \$2,000,000, plus SunTrust's actual out-of-pocket expenses incurred in connection with the merger, if either party terminates the merger agreement due to a failure to obtain regulatory approval, other than a failure solely due to SunTrust, and Lighthouse enters into an acquisition agreement with another person or entity within six months of such termination.

Interests of Certain Persons in the Merger (pages 39 through 40)

In addition to their interests as stockholders, the directors and executive officers of Lighthouse may have interests in the merger that are different from, or in addition to, your interests. These interests exist

because of rights they may have under individual employment agreements, under compensation and benefit plans, including the Lighthouse stock option plan, and under the merger agreement. These interests include, among other things:

the payment of cash amounts of \$1,385,763 to Jerry T. Caldwell, the Chief Executive Officer of Lighthouse, and of \$1,387,234 to Terry L. Rohlffing, the President of Lighthouse, in exchange for a waiver and release of certain rights under their current employment agreements upon completion of the merger;

an employment and consulting agreement entered into by SunTrust and Mr. Caldwell, in connection with the execution of the merger agreement, pursuant to which Mr. Caldwell has agreed to serve as Chief Executive Officer of the Hilton Head market for a period commencing on the completion of the merger and ending on December 4, 2004, in exchange for an annual salary of \$300,000, plus a bonus potential of an additional \$300,000 per year during the employment term. At the end of the employment term, Mr. Caldwell would continue to serve in a consulting capacity commencing on December 4, 2004, and ending five years from the date of the completion of the merger in exchange for consulting fees equal to \$300,000 per year;

an employment and consulting agreement entered into by SunTrust and Mr. Rohlffing in connection with the execution of the merger agreement pursuant to which Mr. Rohlffing agreed to serve as President of the Hilton Head market for a period commencing on the completion of the merger and ending on December 4, 2003, in exchange for an annual salary equal to \$300,000, plus a bonus potential of an additional \$300,000 per year during the employment term. At the end of the employment term, Mr. Rohlffing would continue to serve in a consulting capacity commencing December 4, 2003, and ending five years from the date of the completion of the merger in exchange for consulting fees equal to \$300,000 per year;

the exchange of options to purchase shares of Lighthouse common stock for options to purchase shares of SunTrust common stock;

the appointment of all non-employee directors of Lighthouse as members of an advisory board of SunTrust;

SunTrust's agreement to honor indemnification obligations of Lighthouse, as well as to purchase liability insurance for Lighthouse's directors and officers following the merger, subject to the terms of the merger agreement; and

an amendment to the existing management agreement entered into by Carswell and each of William C. Thomas and John B. Vann, in connection with the execution of the merger agreement. The amendments extend the terms of Mr. Thomas and Mr. Vann's respective management agreements until the third and fifth anniversary, respectively, of the effective time of the merger, each with an additional one year extension unless either party to the agreement provides 60 days prior notice. Each of Mr. Thomas and Mr. Vann will receive an annual salary of \$300,000, plus a bonus potential of an additional \$100,000 per year during the term of the amended management agreement.

The members of the Lighthouse board of directors knew of these additional interests, and considered them when they approved the merger agreement.

Dissenters' Rights (pages 36 through 39)

Under Delaware law, Lighthouse stockholders have the right to dissent from the merger agreement and obtain payment for the fair value of their shares of Lighthouse common stock in connection with the merger. A discussion of these dissenters' rights is included in this proxy statement/ prospectus beginning on page 36. The relevant provisions of the Delaware General Corporation Law are included as Annex D to this proxy statement/ prospectus.

RISK FACTORS

In addition to the other information included in this proxy statement/prospectus, you should carefully consider the matters described below in determining whether to adopt and approve the merger agreement and the merger.

You may receive a form of consideration different from the form of consideration you elect.

The consideration to be received by Lighthouse stockholders in the merger is subject to the requirement that not less than 50% or more than 55% of the shares of Lighthouse common stock in the aggregate be exchanged for SunTrust common stock and that not less than 45% or more than 50% be exchanged for cash. The merger agreement contains proration and allocation methods to achieve this desired result. If you elect all cash and the available cash is oversubscribed, then you will receive a portion of the merger consideration in SunTrust common stock. If you elect all stock and the available stock is oversubscribed, then you will receive a portion of the merger consideration in cash. Therefore, you may not receive exactly the form of consideration that you elect.

Because the market price of SunTrust common stock may fluctuate, you cannot be sure of the market value of the SunTrust common stock that you receive in the merger.

Upon the closing of the merger, each of your shares of Lighthouse common stock will automatically be converted into the right to receive either shares of SunTrust common stock or \$42.7962 in cash or a combination of both SunTrust common stock and cash. The number and value of shares of SunTrust common stock to be exchanged for each share of Lighthouse common stock will be based on the average closing price of SunTrust common stock over a ten-day trading period ending on the third business day prior to completion of the merger. Changes in the price of SunTrust common stock during the ten day period will determine the average and will affect the market value of SunTrust common stock that you will receive in the merger. Stock price changes may result from a variety of factors, including general market and economic conditions, changes in SunTrust's businesses, operations and prospects, and regulatory considerations. Many of these factors are beyond SunTrust's control. In addition, there will be a time period between the completion of the merger and the time when Lighthouse stockholders receiving stock consideration actually receive certificates evidencing SunTrust common stock. Until stock certificates are received, Lighthouse stockholders will not be able to sell their SunTrust shares in the open market and, thus, will not be able to avoid losses resulting from any decline in the trading price of SunTrust common stock during this period.

The directors and some executive officers of Lighthouse have additional and different interests.

You should be aware that the directors and some executive officers of Lighthouse have interests in the merger that are different from, or in addition to, the interests of stockholders generally. For example, some executive officers have entered into agreements that provide for a lump sum payment and continued employment following the merger. These agreements may create potential conflicts of interest. These and certain other additional interests of Lighthouse's directors and executive officers may cause some of these persons to view the proposed transaction differently than you view it. For a discussion of these interests, see *The Merger-Interests of Certain Persons in the Merger*. Despite these additional or different interests, the directors of Lighthouse believe that the merger is in the best interests of Lighthouse and its stockholders.

SELECTED HISTORICAL FINANCIAL DATA OF SUNTRUST

The following selected financial data for each of the five years in the period ended December 31, 2002, have been derived from SunTrust's audited consolidated financial statements. This data should be read together with the audited consolidated financial statements of SunTrust, including the notes thereto, incorporated herein by reference and with the Management's Discussion and Analysis of Financial Condition and Results of Operations of SunTrust contained in, or incorporated in, the annual reports and other information that SunTrust has filed with the SEC.

	Year Ended December 31,				
	2002	2001	2000	1999	1998
(In millions, except per share and other data)					
Statement of Operations Data:					
Interest and dividend income	\$5,135.2	\$6,279.6	\$6,845.4	\$5,960.2	\$5,675.9
Interest expense	1,891.5	3,027.0	3,736.9	2,814.7	2,746.8
Net interest income	3,243.7	3,252.6	3,108.5	3,145.5	2,929.1
Provision for loan losses	469.8	275.2	134.0	170.4	214.6
Net interest income after provision for loan losses	2,773.9	2,977.4	2,974.5	2,975.1	2,714.5
Noninterest income(1)	2,391.7	2,155.8	1,773.6	1,625.9	1,653.9
Noninterest expense(2)(4)	3,342.3	3,113.5	2,828.5	2,905.3	2,870.1
Income before provision for income taxes and extraordinary gain	1,823.3	2,019.7	1,919.6	1,695.7	1,498.3
Provision for income taxes	491.5	650.5	625.5	571.7	527.3
Income before extraordinary gain	1,331.8	1,369.2	1,294.1	1,124.0	971.0
Extraordinary gain, net of taxes(3)		6.3		202.6	
Net income	\$ 1,331.8	\$ 1,375.5	\$ 1,294.1	\$ 1,326.6	\$ 971.0
Net interest income (taxable-equivalent)	\$ 3,283.2	\$ 3,293.4	\$ 3,148.4	\$ 3,188.0	\$ 2,973.5
Per Share Data:					
Diluted					
Income before extraordinary gain	\$ 4.66	\$ 4.70	\$ 4.30	\$ 3.50	\$ 3.04
Extraordinary gain		0.02		0.63	
Net income	4.66	4.72	4.30	4.13	3.04
Basic					
Income before extraordinary gain	4.71	4.76	4.35	3.54	3.08
Extraordinary gain		0.02		0.64	
Net income	4.71	4.78	4.35	4.18	3.08
Dividends declared	1.72	1.60	1.48	1.38	1.00

Year Ended December 31,

	2002	2001	2000	1999	1998
(In millions, except per share and other data)					
Balance Sheet Data (as of the end of the period):					
Total assets	\$ 117,322.5	\$ 104,740.6	\$ 103,660.4	\$ 95,390.0	\$ 93,169.9
Earning assets	104,759.6	93,327.5	92,147.8	85,193.4	81,295.1
Loans	73,167.9	68,959.2	72,239.8	66,002.8	61,540.6
Allowance for loan losses	930.1	867.1	874.5	871.3	944.6
Deposits	79,706.6	67,536.4	69,533.3	60,100.5	59,033.3
Long-term debt	11,879.8	12,660.6	8,945.4	6,017.3	5,807.9
Realized shareholders equity	7,260.0	6,704.3	6,296.4	6,064.0	6,090.4
Total shareholders equity	8,769.5	8,359.6	8,239.2	7,626.9	8,178.6
Ratios and Other Data:					
Return on average assets less net unrealized gains on securities	1.26%	1.37%	1.35%	1.48%	1.18%
Return on average total assets	1.23	1.34	1.32	1.43	1.14
Return on average realized stockholders equity	19.07	21.74	21.46	20.83	17.21
Return on average total shareholders equity	15.26	17.04	17.25	16.20	12.36
Net interest margin	3.41	3.58	3.55	3.88	3.97
Efficiency ratio	58.90	56.96	57.47	60.35	62.02
Total shareholders equity to assets	7.47	7.98	7.95	8.00	8.78
Allowance to year-end loans	1.27	1.26	1.21	1.32	1.53
Nonperforming assets to total loans plus OREO and other repossessed assets	0.74	0.87	0.61	0.43	0.40
Common dividend payout ratio	36.8	33.7	34.3	33.4	32.9
Full-service banking offices	1,184	1,128	1,129	1,114	1,079
ATMs	2,286	1,994	1,991	1,968	1,839
Full-time equivalent employees	27,622	28,391	28,268	30,222	30,452
Average common shares diluted (thousands)	286,052	291,584	300,956	321,174	319,711
Average common shares basic (thousands)	282,495	287,702	297,834	317,079	314,908

- (1) Includes securities gains of \$204.5 million and \$100.2 million and securities losses of \$114.9 million related to the securities portfolio repositioning in 2002, 2001 and 1999, respectively. An additional \$52.9 million security gain was recorded in 2001 on the sale of Star Systems, Inc.
- (2) Includes merger-related expenses of \$16.0 million related to the acquisition of Huntington Bancshares, Inc. and \$42.4 million in 2000, \$45.6 million in 1999 and \$119.4 million in 1998 related to the acquisition of Crestar Financial Corporation.
- (3) Represents the gain on the early extinguishment of long-term debt in 2001, net of \$3.4 million in taxes, and the gain on sale of SunTrust's consumer credit card portfolio in 1999, net of \$124.6 million in taxes.
- (4) Includes expenses of \$32.0 million from the proposal to acquire the former Wachovia Corporation in 2001.

SELECTED CONSOLIDATED FINANCIAL AND OTHER DATA OF LIGHTHOUSE

The following selected consolidated financial data as of and for the years ended September 30, 2000 through September 30, 2002, inclusive, has been derived from Lighthouse's audited consolidated financial statements and related notes for the respective periods which are included elsewhere in this proxy statement/ prospectus. The following selected consolidated financial data as of and for the years ended September 30, 1998 through September 30, 1999, inclusive, has been derived from Lighthouse's audited consolidated financial statements and related notes from the respective periods which are not included in this proxy statement/ prospectus. The consolidated financial data as of December 31, 2002 and for the three-month periods ended December 31, 2002 and 2001 are unaudited. However, in the opinion of management, Lighthouse has made all adjustments, none of which were other than normal recurring accruals, necessary for a fair presentation of financial position and results of operations. The selected operating data for the three-month period ended December 31, 2002, is not necessarily indicative of the results that may be expected for future periods.

	Three Months Ended December 31,		For the Year Ended September 30,				
	2002	2001	2002	2001	2000	1999	1998
(In thousands, except share data)							
Statement of Operations Data:							
Total interest income	\$8,541	\$8,498	\$31,818	\$34,807	\$30,440	\$17,932	\$9,968
Total interest expense	4,197	4,814	17,144	22,946	21,610	11,387	6,214
Net interest income	4,344	3,684	14,674	11,861	8,830	6,545	3,754
Provision for losses on loans	194	262	688	1,642	996	646	184
Net interest income after provision for losses on loans	4,150	3,422	13,986	10,219	7,834	5,899	3,570
Other income	4,278	2,230	11,200	9,343	7,215	6,362	6,408
General, administrative and other expense	4,565	3,706	14,789	13,618	11,081	9,404	8,146
Earnings before income taxes	3,863	1,946	10,397	5,944	3,968	2,857	1,832
Income taxes	1,470	778	3,994	2,393	1,618	1,150	684
Net earnings	\$2,393	\$1,168	\$6,403	\$3,551	\$2,350	\$1,707	\$1,148
Earnings per share(1)							
Basic	\$.92	\$.45	\$ 2.47	\$ 1.37	\$.88	\$.64	\$.43
Diluted	\$.85	\$.41	\$ 2.27	\$ 1.27	\$.80	\$.59	\$.40

	At December 31,	At September 30,				
	2002	2002	2001	2000	1999	1998
(In thousands)						
Balance Sheet Data:						
Total amount of:						
Assets	\$624,053	\$577,383	\$456,307	\$406,064	\$364,865	\$185,302
Cash and cash equivalents	20,202	20,479	17,058	22,708	8,423	9,610
Investment securities available for sale	10,374	10,406	7,787	16,702	18,205	8,580

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Mortgage-backed securities available for sale	24,132	41,261	23,670	4,067	14,640	
Loans receivable, net(2)	548,272	485,409	392,081	347,348	312,020	158,949
Deposits	408,634	377,634	321,448	277,223	242,550	120,795
FHLB advances and other borrowings	175,004	161,784	104,207	102,617	99,826	44,019
Stockholders equity net	31,636	29,187	21,963	17,703	16,935	15,754

(1) Basic earnings per share is based on 2,607,972, 2,590,823, 2,593,695, 2,593,585, 2,680,765, 2,680,765, and 2,655,585 weighted average shares outstanding for the three months ended December 31, 2002 and 2001, and the years ended September 30, 2002, 2001, 2000, 1999 and 1998, respectively. Diluted earnings per share is based on 2,824,125, 2,820,161, 2,820,342, 2,803,433, 2,922,780, 2,889,848, and 2,848,825 weighted average shares outstanding for the three months ended December 31, 2002 and 2001, and the years ended September 30, 2002, 2001, 2000, 1999 and 1998, respectively.

(2) Includes loans held for sale.

	At or for the Three Months Ended December 31,		At or for the Year Ended September 30,				
	2002	2001	2002	2001	2000	1999	1998
Other Data:(1)							
Interest rate spread	2.79%	2.80%	2.83%	2.46%	2.01%	2.45%	2.49%
Net interest margin	2.97	3.09	3.05	2.78	2.28	2.16	2.48
Return on average equity	31.50	20.72	25.66	17.85	13.23	9.22	6.80
Return on average assets	1.62	.97	1.30	.81	.60	.45	.62
Stockholders' equity to assets	5.07	4.60	5.06	4.81	4.36	4.65	8.50
Average interest-earning assets to average interest-bearing liabilities	106.42	107.09	106.12	105.85	104.99	100.51	102.58
Net interest income to general, administrative and other expense	95.16	99.41	99.22	87.09	79.69	69.60	46.08
General, administrative and other expense to average total assets	3.08	3.08	3.01	3.11	2.83	3.72	3.76
Nonperforming assets to total assets	1.80	1.67	1.01	.79	.35	.40	.54
Allowance for loan losses to nonperforming loans	43.95	65.62	94.81	101.36	141.83	101.10	39.01

(1) Annualized as appropriate.

COMPARATIVE PER SHARE DATA

The following tables present historical diluted per share data of Lighthouse and SunTrust as of and for the periods set forth below. The data presented below should be read together with the historical financial statements of Lighthouse and SunTrust included or incorporated by reference in this proxy statement/ prospectus.

Diluted earnings per share data are calculated using the diluted weighted average equivalent shares. Because the number of shares of SunTrust common stock to be issued in the merger will not be known until three trading days prior to the completion of the merger, Lighthouse's equivalent per share data cannot be computed at this time. Hypothetical Lighthouse equivalent per share data is presented below using the average closing sale price of a share of SunTrust common stock for the ten-day trading period ending March 3, 2003 which was \$56.109 and a resulting hypothetical exchange ratio of .7627. The hypothetical Lighthouse equivalent per share data was calculated by multiplying the actual SunTrust per share data by the hypothetical exchange ratio of .7627. No pro forma SunTrust information giving effect to the merger is presented because the merger will not materially change the SunTrust historical amounts presented.

Lighthouse historically has not paid cash dividends on its common stock.

	<u>Income</u>	<u>Per Share Book Value (as of End of Period)</u>	<u>Dividends</u>
Lighthouse Historical			
<i>Year ended September 30, 2002</i>	\$2.27	\$ 11.22	
<i>Three months ended December 31, 2002</i>	0.85	11.89	
SunTrust Historical			
<i>Year ended December 31, 2002</i>	\$4.66	\$31.04	\$ 1.72
Hypothetical Lighthouse Equivalent			
<i>Twelve months ended December 31, 2002</i>	\$3.55	\$23.67	\$ 1.31

COMPARATIVE STOCK PRICES AND DIVIDENDS

SunTrust's common stock is listed and traded on the NYSE under the symbol STI. The following table sets forth, for the periods indicated, the high, low and closing sales prices per share of SunTrust common stock and the quarterly cash dividends per share declared by SunTrust with respect to its common stock.

	Market Price			Dividends
	High	Low	Close	
2001				
First Quarter	\$68.07	\$57.29	\$64.80	\$0.40
Second Quarter	66.38	59.25	64.78	0.40
Third Quarter	72.35	60.10	66.60	0.40
Fourth Quarter	67.93	58.10	62.70	0.40
2002				
First Quarter	\$68.47	\$58.32	\$66.37	\$0.43
Second Quarter	70.20	65.10	67.72	0.43
Third Quarter	69.12	55.90	61.48	0.43
Fourth Quarter	63.72	51.48	56.92	0.43
2003				
First Quarter (through March 3, 2003)	\$59.95	\$53.67	\$59.85	\$

On January 21, 2003, the last trading day prior to the public announcement of the execution of the merger agreement, the last sales price of SunTrust common stock was \$58.13 per share. On _____, 2003, the most recent practicable trading day prior to the printing of this proxy statement/ prospectus, the last sales price of SunTrust common stock was \$ _____ per share. The market price of shares of SunTrust common stock is subject to fluctuation. As a result, Lighthouse stockholders are urged to obtain current market quotations. On January 31, 2003, there were approximately 282,373,390 shares of SunTrust common stock outstanding held by 36,443 holders of record.

The holders of SunTrust common stock receive dividends if and when declared by the SunTrust board of directors out of funds legally available therefor. SunTrust expects to continue paying quarterly cash dividends on SunTrust common stock. The declaration and payment of dividends after the merger will depend upon business conditions, operating results and the SunTrust board of directors' consideration of other relevant factors. On February 11, 2003, the SunTrust board of directors declared a quarterly cash dividend of \$0.45 per share payable on March 14, 2003 to SunTrust shareholders of record on February 28, 2003.

Shares of Lighthouse common stock do not trade in any established public market, and Lighthouse has never declared cash dividends.

THE SPECIAL MEETING

Purpose, Time and Place

This proxy statement/ prospectus is being furnished to you in connection with the solicitation of proxies by the Lighthouse board of directors from holders of Lighthouse common stock, the only class of Lighthouse capital stock outstanding, for use at the special meeting to be held at [location], [address] on _____, 2003, at [.m.] local time and at any adjournments or postponements of the special meeting. At the special meeting, holders of Lighthouse common stock will be asked to consider and vote upon:

a proposal to adopt and approve the merger agreement and the merger;

the reelection of Richard C. Mizer and George F. Reid to our board of directors; and

such other matters as may properly come before the meeting.

Record Date; Voting Power

The Lighthouse board of directors has fixed the close of business on _____, 2003 as the record date for determining the holders of Lighthouse common stock entitled to notice of, and to vote at, the special meeting. Only holders of record of Lighthouse common stock at the close of business on the record date will be entitled to notice of, and to vote at, the special meeting.

On the record date, [_____] shares of Lighthouse common stock were issued and outstanding and entitled to vote at the special meeting. Each share of Lighthouse common stock is entitled to one vote on any matter which may properly come before the special meeting. Votes may be cast at the special meeting in person or by proxy.

Quorum

The presence at the special meeting, either in person or by proxy, of the holders of a majority of the outstanding Lighthouse common stock entitled to vote is necessary to constitute a quorum in order to transact business at the special meeting. However, if a quorum is not present at the special meeting, it is expected that the meeting will be adjourned or postponed in order to solicit additional proxies.

Votes Required

Approval of the proposal to adopt and approve the merger agreement and the merger will require the affirmative vote of a majority of the outstanding shares of Lighthouse common stock. Under applicable Delaware law, in determining whether the proposal to adopt and approve the merger agreement and the merger has received the requisite number of affirmative votes, abstentions and failures to vote will have the same effect as a vote against the proposal.

The two nominees who receive the greatest number of votes cast at the meeting will be elected as directors. Abstentions and failures to vote will have no impact on the election of directors.

Lighthouse stockholders may not cumulate votes on either of the proposals to be considered at the special meeting.

Share Ownership of Management and Certain Stockholders

As of the date hereof, Lighthouse's directors and executive officers and their affiliates may be deemed to be the beneficial owners of approximately 657,319 outstanding shares of Lighthouse common stock, including shares subject to options not exercised but currently exercisable (collectively representing approximately 22% of the voting power of the common stock). The directors of Lighthouse are parties to voting agreements with SunTrust whereby they agreed to vote those shares, except for shares held in a certain trust, for adoption and approval of the merger agreement and the merger, representing

approximately 13% of the outstanding shares of Lighthouse common stock. SunTrust and Lighthouse have been informed that all of the approximately 22% of the outstanding shares of Lighthouse common stock owned by the directors and executive officers of Lighthouse and their respective affiliates will be voted in favor of the approval and adoption of the merger agreement and the merger.

Voting of Proxies

Shares represented by properly executed proxies received in time for the special meeting will be voted at the special meeting in the manner specified by such proxies. If your proxy is properly executed but does not contain voting instructions, your proxy will be voted FOR adoption and approval of the merger agreement and the merger and for the election of the nominees for directors. If other matters are properly presented before the special meeting, the persons named in such proxy will have authority to vote in accordance with their judgment on any other such matter, including without limitation, any proposal to adjourn or postpone the meeting or otherwise concerning the conduct of the special meeting. Please note, however, that a proxy that has been designated to vote against the adoption and approval of the merger agreement and the merger will not be voted, either directly or through a separate proposal, to adjourn the meeting to solicit additional votes. It is not expected that any matter other than as described in this proxy statement/ prospectus will be brought before the special meeting.

Revocability of Proxies

The grant of a proxy on the enclosed proxy card does not preclude a stockholder from voting in person at the special meeting. You may revoke a proxy at any time prior to your proxy being voted at the special meeting by:

delivering, prior to the special meeting, a written notice of revocation bearing a later date or time than the proxy to the Secretary of Lighthouse at 5 Office Park Road, Hilton Head Island, South Carolina 29928;

submitting another proxy by mail that is later dated and properly signed; or

attending the special meeting and voting in person.

Attendance at the special meeting will not by itself constitute revocation of a proxy. If an adjournment or postponement occurs, it will have no effect on the ability of stockholders of record as of the record date to exercise their voting rights or to revoke any previously delivered proxies.

Solicitation of Proxies

Lighthouse generally will bear the cost of solicitation of proxies. In addition to solicitation by mail, the directors, officers and employees of Lighthouse and its subsidiaries may solicit proxies from stockholders by telephone, facsimile or in person.

THE MERGER

The discussion in this proxy statement/ prospectus of the merger and the principal terms of the merger agreement is subject to, and qualified in its entirety by reference to, the merger agreement and the related plan of merger, copies of which are attached to this proxy statement/ prospectus as Annex A-1 and A-2, respectively.

General

On January 20, 2003, the Lighthouse board of directors unanimously approved the merger agreement and the merger. If all of the conditions set forth in the merger agreement are satisfied or waived and if the merger is otherwise completed, Lighthouse will merge into SunTrust Bank Holding Company, a wholly owned subsidiary of SunTrust. After completion of the merger, SunTrust Bank Holding Company will be the surviving corporation and will continue its corporate existence under Florida law as a wholly owned subsidiary of SunTrust.

At the effective time of the merger each share of Lighthouse common stock, outstanding immediately before the effective time of the merger (except as provided below) will, by virtue of the merger and without any action on the part of any stockholder, be converted into the right to receive (1) \$42.7962 in cash, without interest, (2) shares of SunTrust common stock, plus cash in lieu of any fractional share interest, or (3) a combination of SunTrust common stock and cash. The number of shares of SunTrust common stock into which each Lighthouse share will be exchanged will be based on the price of SunTrust common stock over a measurement period prior to closing. The measurement period will consist of the ten trading days ending on the third business day prior to the closing date. The number of shares of SunTrust common stock to be exchanged for each share of Lighthouse common stock will be determined by dividing \$42.7962 by the average closing price of SunTrust common stock over the measurement period.

Lighthouse stockholders will have the opportunity to elect the form of consideration to be received for all shares of Lighthouse common stock held by them, subject to allocation procedures set forth in the merger agreement which are intended to ensure that not less than 50% or more than 55% of the outstanding shares of Lighthouse common stock in the aggregate will be converted into the right to receive SunTrust common stock and that not less than 45% or more than 50% of the outstanding shares of Lighthouse common stock in the aggregate will be converted into the right to receive cash. Shares of Lighthouse common stock held by SunTrust or Lighthouse or their subsidiaries, other than in a fiduciary capacity, or by Lighthouse stockholders who have elected dissenters or appraisal rights will not be converted into the right to receive the merger consideration upon completion of the merger.

Background and Reasons for the Merger

Since the formation of Lighthouse in 1994, the Lighthouse board of directors has routinely participated with management in the strategic planning process. The purpose of the planning has been to project the performance of Lighthouse over a limited future period for the purpose of assessing the ways in which stockholder value could be safely maximized. As a result of the planning sessions, Lighthouse pursued various business ventures which enhanced the financial performance of Lighthouse, including the formation of Lighthouse Community Bank and the acquisition of Carswell of Carolina, Inc.

During 1999, Lighthouse and SunTrust entered into a revolving credit agreement pursuant to which Lighthouse could borrow up to \$12,500,000 from SunTrust primarily for the purpose of increasing the regulatory capital of Lighthouse Community Bank. As a result of the lender-borrower relationship, SunTrust and Lighthouse exchanged financial and other information in the ordinary course of business on a regular basis. During the course of such information exchange, management of Lighthouse discussed informally with SunTrust representatives during the summer of 2002 the possibility of a business combination of Lighthouse and SunTrust. In view of the informal nature of the conversations, however, the Lighthouse board of directors did not discuss the possibility at the time.

In late August 2002, the Lighthouse board of directors met to continue the periodic planning. Unlike past sessions, however, the Lighthouse board decided to retain a financial advisor to guide them through a more formal strategic planning process. While strategic planning had been relatively straightforward in the past, the increasing complexity of the Lighthouse businesses and the growing need to obtain capital to support the historic Lighthouse growth convinced the directors that professional assistance was appropriate. After interviewing several financial advisors, the Lighthouse board of directors decided to retain KBW at a meeting held on September 6, 2002.

Between September 6 and early October 2002, Lighthouse provided KBW with substantial information on Lighthouse and its historic and projected financial performance. At a meeting on October 22, 2002, KBW presented to the Lighthouse board of directors a hypothetical valuation of Lighthouse based on various scenarios. Among such scenarios were the continuation of the business of Lighthouse in the ordinary course; the commencement of an initial public offering to raise additional capital to support sustained rapid growth and to create a liquid market for the outstanding stock of Lighthouse; the issuance of trust preferred securities to institutional investors to raise additional capital without dilution in the voting interests of Lighthouse stockholders; the acquisition by Lighthouse of another financial institution; a merger of equals with another similarly sized thrift or bank holding company; and the merger of Lighthouse in a transaction in which the independence of Lighthouse would be terminated.

The directors discussed the financial impact of each of the alternatives at length. Focusing first on the continuation of the Lighthouse businesses in the ordinary course, the directors recognized that future growth would be dependent upon the maintenance of the high levels of earnings necessary to increase capital. The directors realized, however, that the maintenance of such earnings would be subject to a variety of risks beyond their control, including general and local economic conditions, fluctuations in interest rates and the possibility of a deterioration in asset quality. Moreover, the absence of liquidity in the Lighthouse stock was an increasing concern of the directors.

After a discussion of the foregoing, the Lighthouse board of directors turned its attention to the possibility of conducting an initial public offering of Lighthouse common stock. Although the initial public offering scenario would address the stock liquidity concerns of the Lighthouse board of directors, the public offering price of Lighthouse common stock suggested by KBW was below the amount which would be reasonable to expect in a sale of Lighthouse. Consequently, existing stockholders would not receive an immediate financial benefit from the offering, other than an increase in the liquidity of the Lighthouse stock.

The scenario of the trust preferred securities issuance was then discussed. While the sale of such securities to institutional investors would increase the capital of Lighthouse to support further asset growth, such sale would saddle Lighthouse with additional liabilities at a time when the directors believed debt reduction was prudent. The Lighthouse board of directors then focused on the possibility of pursuing an acquisition of another financial institution. An examination of the financial performance of each realistic acquisition candidate revealed that such performance was substantially inferior to the financial performance of Lighthouse. As a result, the Lighthouse board of directors concluded that an acquisition would precipitate an unacceptable dilution in the per share earnings of the existing Lighthouse stockholders.

Finally, the Lighthouse board of directors considered the possibility of pursuing a merger of Lighthouse with a larger bank or thrift holding company. KBW presented a hypothetical range of values which Lighthouse stockholders could reasonably expect to receive in such a transaction. The range of values was primarily based upon an analysis of various pending and completed merger transactions, each of which might be comparable to a merger transaction involving Lighthouse. The Lighthouse board of directors took note of the hypothetical range of values, particularly in view of the capital investment of Lighthouse stockholders in 1994 and 1996. However, the Lighthouse board of directors was reluctant to commence a process which could lead to the sale of Lighthouse without having an opportunity to ponder at length the best interests of all Lighthouse stockholders. Accordingly, the directors adjourned the meeting to consider all alternatives based upon the information presented by KBW.

On November 7, 2002, the Lighthouse board of directors met to continue the discussion of strategic alternatives. The Lighthouse board of directors noted that their intention in commencing the planning process in the summer of 2002 was either to continue the historic business of Lighthouse or to find a way to raise additional capital. Having had an opportunity to digest the financial impact of the various alternatives presented by KBW, however, the Lighthouse board decided that the exploration of the possibility of combining with another larger financial institution was in the best interest of Lighthouse stockholders, particularly in view of the KBW hypothetical range of values.

On November 26, 2002, the Lighthouse board of directors met with KBW to identify a number of institutions which might have an interest in a merger or other combination with Lighthouse. Following an extensive discussion of the various institutions and an analysis of the financial condition of each, the Lighthouse board of directors identified ten possible bank holding companies which might have an interest in a transaction with Lighthouse. The Lighthouse board of directors then authorized management to work with KBW to prepare a confidential memorandum on Lighthouse and to disseminate such information to the ten candidates upon the receipt of a suitable confidentiality agreement from each.

In late November 2002, preliminary non-binding indications of interest were submitted to Lighthouse, each of which was subject to a due diligence analysis of the books and records of Lighthouse. At a meeting on November 27, 2002, KBW reviewed with the Lighthouse board of directors the parameters of the proposals. Of the three indications examined by the Lighthouse board of directors, the first candidate proposed an all cash merger transaction. The second candidate proposed a part stock, part cash merger transaction in an amount substantially higher than the all cash proposal of the first candidate. SunTrust also proposed a part stock, part cash merger transaction for all of the outstanding shares and options to purchase shares of Lighthouse stock. At a value of approximately \$120 million, the SunTrust proposal was higher than the proposal of the second candidate.

During the extensive discussion and analysis of the three proposals, the directors recognized that the all cash offer of the first candidate would subject each Lighthouse stockholder to a tax, in most cases a capital gains tax, equal to the excess of the cash received in the transaction over the stockholder's tax basis in the Lighthouse common stock surrendered. While the receipt of cash in a part stock, part cash merger transaction would also result in taxable gains to most stockholders, stockholders would not be required to recognize taxable gains in excess of the cash received. The directors understood, however, that any gain realized on the eventual sale of the stock received in such a merger transaction would be taxable at the time of such sale.

In view of the lower value and the all cash nature of the proposal of the first candidate, the Lighthouse board of directors decided to focus its attention primarily on the proposals of the second candidate and of SunTrust. The two proposals were compared in detail. After such comparison, the Lighthouse board of directors agreed to ask each of the candidates to increase its offer, to invite both to conduct a due diligence review of the books and records of Lighthouse and to present a final, non-binding indication of interest to the Lighthouse board of directors upon completion of the review.

When informed of the invitation to perform due diligence, SunTrust and Lighthouse discussed the request by Lighthouse to increase the value of the SunTrust proposal. The parties agreed that SunTrust would increase its non-binding indication of interest by \$10 million from \$120 million to \$130 million and that Lighthouse would permit SunTrust to conduct due diligence on an exclusive basis.

While the directors recognized that a competitive bidding process could possibly increase the value of both proposals, KBW reminded the Lighthouse board of directors that the second candidate's indication of interest may not be increased. The Lighthouse board of directors then concluded that the \$10 million increase created enough of a disparity between the values of the proposals of SunTrust and the second candidate to permit SunTrust to commence and complete due diligence before the second candidate. If the SunTrust \$130 million proposal were reduced for any reason after diligence, the Lighthouse board of directors agreed that the second candidate would be invited back into the process.

Between December 4 and December 17, 2002, SunTrust performed a comprehensive review of the books and records of Lighthouse. At such time, the Lighthouse directors reviewed publicly available information on SunTrust, including the Annual Reports to Shareholders for the last three fiscal years, the Annual Reports on Form 10-K for the last three fiscal years, the Quarterly Reports on Form 10-Q for the last three quarters, proxy statements used in connection with the last two meetings of SunTrust shareholders and various analysts reports on SunTrust.

On December 20, 2002, SunTrust presented its final indication of interest to the Lighthouse board of directors. The proposal remained at \$130 million for all of the outstanding shares and options to purchase shares of Lighthouse. On a per share basis for all of the outstanding shares, the proposal equaled approximately \$42.80, payable in part cash and part stock. The Lighthouse board of directors noted that the proposal provided that the stock portion of the merger consideration would be determined by reference to the average market price of SunTrust during the ten trading days ending three days before closing of the merger transaction. As a result, fluctuation in the market value of SunTrust between the date of the execution of the Agreement and the date of the closing three to eight months later would not materially affect the value of the stock component of the merger consideration.

The directors carefully reviewed the proposal with KBW, revisited all of the other valuation scenarios for the various future Lighthouse alternatives and discussed their review of and concerns about some of the information in the SunTrust public reports. Based primarily on the comparison of such scenarios and analysis of comparable transactions, the Lighthouse board of directors preliminarily concluded that the \$130 million value would be in the best interest of shareholders and authorized counsel and management to commence negotiations of a definitive merger agreement with SunTrust and to coordinate Lighthouse's additional due diligence on SunTrust.

On January 2, 2003, SunTrust delivered a draft of a proposed merger agreement to Lighthouse. Lighthouse and its counsel considered the proposed merger agreement and during the week of January 6, 2003, SunTrust and Lighthouse and their respective counsel exchanged comments on, and met to discuss, the proposed merger agreement.

On January 13, 2003, the Lighthouse board of directors met with counsel and KBW to review in detail the drafts of the proposed merger agreement and all of the related documents. During the meeting, the Lighthouse board of directors devoted substantial time to the analysis of the various financial terms, including the break-up fee. Upon the completion of such review, the Lighthouse board of directors considered the due diligence analysis of the books and records of SunTrust conducted by management and KBW between December 20, 2002, and January 13, 2003. Following such consideration, the Lighthouse board of directors agreed that negotiations with SunTrust should continue and that the Lighthouse board of directors would meet on January 20, 2003, to consider the status of the negotiations.

At the meeting on January 20, 2003, the Lighthouse board of directors reviewed the terms and conditions of the Lighthouse merger agreement, all other relevant documents and the contemplated transaction in general. Following such review, KBW again analyzed the financial terms of the transaction at length, stating that the merger consideration was fair, from a financial point of view, to the stockholders of Lighthouse. Based upon the foregoing, the Lighthouse board of directors concluded that the terms and conditions of the merger agreement were fair to and in the best interest of Lighthouse and its stockholders, voted to approve and adopt the merger agreement and the transactions contemplated thereby, including the merger, and authorized the execution of the merger agreement and related documents.

In summary, the reasons for the recommendation by the Lighthouse board of directors that the stockholders of Lighthouse approve and adopt the merger agreement and the merger include the following:

in order to continue to sustain Lighthouse's rapid growth, a high level of earnings or increased capital from another source would be necessary;

the maintenance of earnings at historic levels would be subject to many factors outside of the control of the Lighthouse board of directors and management, including general and local economic conditions, fluctuations in interest rates and the possibility of a deterioration in asset quality;

the absence of a liquid market for Lighthouse's common stock makes disposition of shares difficult;

although an initial public offering of Lighthouse common stock would provide capital growth and increase the liquidity of Lighthouse common stock, the public offering price suggested by KBW was below the amount that would be reasonable to expect in a sale of Lighthouse;

the financial performance of each potential acquisition candidate was inferior to that of Lighthouse, as a result of which an acquisition would result in an unacceptable dilution in the per share earnings of the existing Lighthouse stockholders; and

the price offered by SunTrust presents an attractive return on the investment of Lighthouse's stockholders.

The foregoing discussion of the information and factors considered by the Lighthouse board of directors is not intended to be exhaustive, but constitutes the material factors considered by the Lighthouse board of directors. In reaching its decision to approve and recommend the adoption and approval of the merger agreement to the Lighthouse stockholders, the Lighthouse board of directors did not assign any relative or specific weights to the foregoing factors, and individual directors may have weighed factors differently. The terms of the merger agreement were the product of arm's length negotiations between representatives of Lighthouse and SunTrust.

FOR THE REASONS SET FORTH ABOVE, THE LIGHTHOUSE BOARD OF DIRECTORS RECOMMENDS THAT THE LIGHTHOUSE STOCKHOLDERS VOTE FOR THE APPROVAL AND ADOPTION OF THE MERGER AGREEMENT, THE PLAN OF MERGER AND THE MERGER.

SunTrust's Reasons for the Merger

On January 13, 2003, the Executive Committee of the SunTrust board of directors approved the merger agreement, the merger and the other transactions contemplated by those agreements. In connection with its approval of the merger, the Executive Committee of the SunTrust board of directors recognized that:

the merger will expand SunTrust's businesses into one of the most attractive markets in the Southeast;

the merger will increase SunTrust's core deposit base by \$200 million, an important funding source;

the merger will provide SunTrust with the leading residential mortgage market originator in Beaufort County, South Carolina, and includes the oldest and largest insurance agency on Hilton Head Island; and

the merger is expected to break even to SunTrust's GAAP earnings in 2003 and accretive thereafter.

The Executive Committee of the SunTrust board of directors also considered the following risks associated with the merger in connection with its deliberations of the proposed transaction:

the challenges of integrating Lighthouse's businesses, operations and workforce with those of SunTrust;

the increased exposure to the South Carolina market; and

whether or not SunTrust would be able to retain key management of Lighthouse.

The foregoing discussion of the factors considered by the Executive Committee of the SunTrust board of directors is not intended to be exhaustive, but, rather, includes all principal factors considered by the Executive Committee of the SunTrust board of directors. In reaching its decision to approve the merger agreement, the merger and the other transactions contemplated by the merger agreement, the Executive Committee of the SunTrust board of directors did not quantify or assign any relative weights to the factors

considered, and individual directors may have given different weights to different factors. The Executive Committee of the SunTrust board of directors considered all these factors as a whole, and overall considered them to be favorable to, and to support, its determination.

Opinion of Lighthouse's Financial Advisor

In November, 2002, Lighthouse engaged Keefe, Bruyette & Woods, Inc. to act as its exclusive financial advisor in connection with the strategic planning which eventually led to the decision to pursue the merger. Lighthouse selected KBW because KBW is a nationally recognized investment banking firm with substantial experience in transactions similar to the merger and is familiar with Lighthouse and its business. As part of its investment banking business, KBW is continually engaged in the valuation of financial businesses and their securities in connection with mergers and acquisitions.

On January 20, 2003, the Lighthouse board of directors held a meeting to evaluate the proposed merger with SunTrust. At this meeting, KBW reviewed the financial aspects of the proposed merger and rendered an oral opinion, which was subsequently confirmed in writing on January 21, 2003, that the merger consideration was fair to Lighthouse and its stockholders from a financial point of view.

The full text of KBW's written opinion is attached as Annex C to this document and is incorporated herein by reference. Lighthouse's stockholders are urged to read the opinion in its entirety for a description of the procedures followed, assumptions made, matters considered, and qualifications and limitations on the review undertaken by KBW.

KBW's opinion is directed to the Lighthouse board of directors and addresses only the fairness, from a financial point of view, of the merger consideration to the Lighthouse stockholders. It does not address the underlying business decision to proceed with the merger and does not constitute a recommendation to any Lighthouse stockholder as to how the stockholder should vote at the Lighthouse special meeting on the merger or any related matter.

In rendering its opinion, KBW:

reviewed, among other things:

the merger agreement;

annual reports to shareholders and annual reports on Form 10-K for the three years ended December 31, 2001, 2000 and 1999 of SunTrust;

audited financial reports for the three years ended September 30, 2002, 2001 and 2000 of Lighthouse;

quarterly reports on Form 10-Q of SunTrust; and

certain interim reports to stockholders of Lighthouse;

held discussions with members of senior management of Lighthouse and SunTrust regarding:

past and current business operations;

regulatory relationships;

financial condition; and

future prospects of the respective companies;

reviewed the market prices, valuation multiples, publicly reported financial condition and results of operations for SunTrust and compared them with those of certain publicly traded companies that KBW deemed to be relevant;

reviewed the publicly reported financial condition and results of operations for Lighthouse and compared them with those of certain publicly traded companies that KBW deemed to be relevant;

compared the proposed financial terms of the merger with the financial terms of certain other transactions that KBW deemed to be relevant; and

performed other studies and analyses that it considered appropriate.

In conducting its review and arriving at its opinion, KBW relied upon and assumed the accuracy and completeness of all of the financial and other information provided to or otherwise made available to KBW or that was discussed with, or reviewed by or for KBW, or that was publicly available. KBW did not attempt or assume any responsibility to verify the information independently. KBW relied upon the management of Lighthouse as to the reasonableness and achievability of the financial and operating forecasts and projections (and assumptions and bases therefor) provided to KBW. KBW assumed, without independent verification, that the aggregate allowances for loan and lease losses for SunTrust and Lighthouse are adequate to cover those losses. KBW did not make or obtain any evaluations or appraisals of any assets or liabilities of SunTrust or Lighthouse, and KBW did not examine any books and records or review individual credit files.

The projections furnished to KBW and used by it in certain of its analyses were prepared by Lighthouse's senior management. Lighthouse does not publicly disclose internal management projections of the type provided to KBW in connection with its review of the merger. As a result, the projections were not prepared with a view towards public disclosure. The projections were based on numerous variables and assumptions which are inherently uncertain, including factors related to general economic and competitive conditions. Accordingly, actual results could vary significantly from those set forth in the projections.

For purposes of rendering its opinion, KBW assumed that, in all respects material to its analyses:

the merger will be completed substantially in accordance with the terms set forth in the merger agreement;

the representations and warranties of each party in the merger agreement and in all related documents and instruments referred to in the merger agreement are true and correct;

each party to the merger agreement and all related documents will perform all of the covenants and agreements required to be performed by it under the documents;

all conditions to the completion of the merger will be satisfied without any waivers; and

in the course of obtaining the necessary regulatory, contractual, or other consents or approvals for the merger, no restrictions, including any divestiture requirements, termination or other payments or amendments or modifications, will be imposed that will have a material adverse effect on the future results of operations or financial condition of the combined entity or the contemplated benefits of the merger, including the cost savings, revenue enhancements and related expenses expected to result from the merger.

KBW further assumed that the merger will be accounted for as a purchase transaction under generally accepted accounting principles. KBW's opinion is not an expression of an opinion as to the prices at which shares of Lighthouse common stock or shares of SunTrust common stock will trade following the announcement of the merger or the actual value of the shares of common stock of the combined company when issued pursuant to the merger, or the prices at which the shares of common stock of the combined company will trade following the completion of the merger.

In performing its analyses, KBW made numerous assumptions with respect to industry performance, general business, economic, market and financial conditions and other matters, many of which are beyond the control of KBW, Lighthouse and SunTrust. Any estimates contained in the analyses performed by KBW are not necessarily indicative of actual values or future results, which may be significantly more or less favorable than suggested by these analyses. Additionally, estimates of the value of businesses or securities do not purport to be appraisals or to reflect the prices at which such businesses or securities might actually be sold. Accordingly, these analyses and estimates are inherently subject to substantial uncertainty. In addition, the KBW opinion was among several factors taken into consideration by the

Lighthouse board of directors in making its determination to approve the merger agreement and the merger. Consequently, the analyses described below should not be viewed as determinative of the decision of the Lighthouse board of directors or management of Lighthouse with respect to the fairness of the merger consideration.

The following is a summary of the material analyses presented by KBW to the Lighthouse board of directors on January 20, 2003 in connection with its January 20, 2003 oral opinion. The summary is not a complete description of the analyses underlying the KBW opinion or the presentation made by KBW to the Lighthouse board of directors, but summarizes the material analyses performed and presented in connection with the opinion. The preparation of a fairness opinion is a complex analytic process involving various determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances. Therefore, a fairness opinion is not readily susceptible to partial analysis or summary description. In arriving at its opinion, KBW did not attribute any particular weight to any analysis or factor that it considered, but rather made qualitative judgments as to the significance and relevance of each analysis and factor. The financial analyses summarized below include information presented in tabular format. Accordingly, KBW believes that its analyses and the summary of its analyses must be considered as a whole and that selecting portions of its analyses and factors or focusing on the information presented below in tabular format, without considering all analyses and factors or the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of the process underlying its analyses and opinion. The tables alone do not constitute a complete description of the financial analyses.

Transaction Summary. KBW calculated the merger consideration to be paid as a multiple of Lighthouse's book value per share and last twelve months' earnings per share and as a Core Deposit Premium. Core Deposit Premium is the difference between the aggregate merger consideration and Lighthouse's tangible equity divided by total domestic, non-brokered deposits less time deposit accounts greater than \$100,000. The merger consideration was based on a fixed deal value of \$130.0 million for 100% of the Lighthouse common stock and outstanding options to purchase. Based on these assumptions, this analysis indicated that Lighthouse stockholders would receive 100% stock, 100% cash or 55% stock and 45% cash worth \$42.7962 for each share of Lighthouse common stock held, and that this amount would represent 381.5% of Lighthouse's book value per share, a core deposit premium of 53.1% and a multiple of price to latest twelve months' earnings of 18.9x. These results were based on Lighthouse's stated book value per share, core deposits and latest twelve months earnings per share as of September 30, 2002 of \$11.22, \$189.7 million and \$2.27, respectively.

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Selected Transaction Analysis. KBW reviewed certain financial data related to the following set of comparable regional bank and thrift transactions announced since December 31, 1999 with deal values between \$100 million and \$300 million (15 transactions).

Date Announced	Acquiror	Target	Deal Value (\$MM)
08/29/02	Royal Bank of Canada	Admiralty Bancorp, Inc.	149.7
05/28/02	Colonial BancGroup, Inc.	Palm Beach National Holding Company	105.5
05/22/02	BB&T Corporation	Regional Financial Corporation	274.6
03/26/02	Royal Bank of Canada	Eagle Bancshares, Inc.	153.0
03/21/02	South Financial Groups, Inc. (The)	Gulf West Banks, Inc.	115.0
09/10/01	Bank Atlantic Bancorp, Inc.	Community Savings Bankshares, Inc.	171.2
07/16/01	National Commerce Financial Corp.	SouthBanc Shares, Inc.	124.8
07/10/01	BB&T Corporation	Community First Banking Company	127.5
06/29/01	SouthTrust Corporation	Community Bankshares, Incorporated	117.5
05/04/01	SouthTrust Corporation	CENIT Bancorp, Inc.	121.6
03/05/01	First Virginia Banks, Inc.	James River Bankshares, Inc.	110.7
01/24/01	BB&T Corporation	Virginia Capital Bancshares, Inc.	180.5
12/13/00	Trustmark Corporation	Barret Bancorp, Inc.	102.5
09/06/00	BB&T Corporation	FirstSpartan Financial Corp.	103.9
08/23/00	BB&T Corporation	BankFirst Corporation	149.7

KBW compared multiples of price to various factors for the SunTrust-Lighthouse merger to the same multiples for the comparable group's mergers at the time those mergers were announced. The results were as follows:

Comparable Transactions:

	Median	Low	High	SunTrust/ Lighthouse Merger
Price/Stated Book Value	195.6%	110.5%	318.3%	381.5%
Core Deposit Premium	14.9	7.1	26.7	53.1
Price/Latest Twelve Months Earnings Per Share	18.7x	13.2x	33.3x	18.9x

KBW also analyzed the financial data for the period ended September 30, 2002 for Lighthouse and the three months reporting period prior to the announcement of each transaction for each target in the Selected Transactions Analysis. The results were as follows:

Comparable Targets:

	Median	Low	High	Lighthouse
Equity/Assets	10.00%	6.37%	28.58%	5.05%
Non-Performing Assets/Assets	0.61	0.13	1.58	0.97
Return on Average Assets	1.06	0.57	1.50	1.51
Return on Average Equity	10.93	4.87	16.75	29.2
Efficiency Ratio	61	40	75	60

No company or transaction used as a comparison in the above analysis is identical to SunTrust, Lighthouse or the merger. Accordingly, an analysis of these results is not purely mathematical. Rather, it involves complex considerations and judgments concerning differences in financial and operating

characteristics of the companies and other factors that could affect the value of the companies to which they are being compared.

Discounted Cash Flow Analysis. Using a discounted cash flow analysis, KBW estimated the present value of the future stream of dividends that Lighthouse could produce over the next five years, under various circumstances, assuming the company performed in accordance with the earnings forecasts of management. KBW then estimated the terminal values for Lighthouse common stock at the end of the period by applying multiples ranging from 12.5x to 14.5x projected earnings in year five. The dividend streams and terminal values were then discounted to present values using different discount rates (ranging from 12.0% to 16.0%) chosen to reflect different assumptions regarding the required rates of return to holders or prospective buyers of Lighthouse common stock. This discounted dividend analysis indicated reference ranges of between \$36.70 and \$48.68 per share of Lighthouse common stock. These values compare to the consideration offered by SunTrust to Lighthouse in the merger of \$42.7962 per share of Lighthouse common stock.

Relative Stock Price Performance. KBW also analyzed the price performance of SunTrust common stock from December 31, 2000 to January 17, 2003 and compared that performance to the performance of the Philadelphia Exchange/ Keefe, Bruyette & Woods Bank Index (Keefe Bank Index) over the same period. The Keefe Bank Index is a market cap weighted price index composed of 24 major commercial and savings banks stocks. The Keefe Bank Index is traded on the Philadelphia Exchange under the symbol BKK . This analysis indicated the following cumulative changes in price over the period:

SunTrust	(0.5)%
Keefe Bank Index	(12.3)

Selected Peer Group Analysis. KBW compared the financial performance and market performance of SunTrust to those of a group of comparable holding companies. The comparisons were based on:

various financial measures including:

earnings performance

operating efficiency

capital

asset quality

various measures of market performance including:

price to book value

price to earnings

dividend yields

To perform this analysis, KBW used the financial information as of and for the quarter ended December 31, 2002 and market price information as of January 17, 2003. The nine companies in the peer group were Bank of America Corporation, Bank One Corporation, BB&T Corporation, FleetBoston Financial Corporation, KeyCorp, National City Corporation, PNC Financial Services Group, Inc., Wachovia Corporation and Wells Fargo & Company. Financial information for Wells Fargo & Company was as of and for the quarter ended September 30, 2002. KBW has adjusted throughout its analysis the financial data to exclude any non-recurring income and expenses and any extraordinary items.

KBW's analysis showed the following concerning SunTrust's financial performance:

Selected Peer Group:

	Median	Low	High	SunTrust
Return on Average Equity (GAAP)	16.66%	8.31%	21.75%	15.30%
Return on Average Assets (GAAP)	1.35	0.75	1.80	1.18
Return on Average Tangible Equity (Cash)	22.24	12.11	31.30	19.73
Return on Average Tangible Assets (Cash)	1.39	0.81	1.90	1.26
Net Interest Margin	3.91	3.68	5.52	3.26
Efficiency Ratio	57	52	62	62
Leverage Ratio	6.94	6.31	8.90	7.29
Equity/Assets	8.84	7.03	10.33	7.47
Loans/Deposits	96	82	149	92
Non-Performing Assets/Assets	0.69	0.52	1.82	0.47
Loan Loss Reserve/Non-Performing Assets	146	112	222	172
Loan Loss Reserve/Total Loans	1.82	1.13	3.21	1.27

KBW's analysis showed the following concerning SunTrust's market performance:

Selected Peer Group:

Selected Peer Group:	Median	Low	High	SunTrust
Price/Stated Book Value per Share	201%	155%	268%	188%
Price/2003 GAAP Estimated Earnings Per Share	11.5x	10.7x	13.0x	12.1x
Price/2003 Cash Estimated Earnings Per Share	11.4	10.6	12.8	11.9
Price/2004 GAAP Estimated Earnings Per Share	10.4	9.9	11.8	11.1
Price/2004 Cash Estimated Earnings Per Share	10.3	9.8	11.6	11.0
Dividend Yield	3.6%	2.2%	5.1%	2.9%

KBW also compared the financial performance of Lighthouse to those of a group of comparable holding companies. The comparisons were based on various financial measures including:

earnings performance

operating efficiency

capital

asset quality

To perform this analysis, KBW used the financial information as of and for the quarter ended September 30, 2002. The 11 companies in the peer group included publicly traded thrifts located in Alabama, Florida, Georgia, Kentucky, North Carolina, South Carolina, Tennessee and Virginia with total assets ranging from \$250 million to \$2 billion. KBW has adjusted throughout its analysis the financial data to exclude any non-recurring income and expenses and any extraordinary items.

KBW's analysis showed the following concerning Lighthouse's financial performance:

Selected Peer Group⁽¹⁾:

	<u>Median</u>	<u>Low</u>	<u>High</u>	<u>Lighthouse</u>
Return on Average Equity (GAAP)	11.12%	5.75%	16.73%	29.16
Return on Average Assets (GAAP)	0.95	0.33	1.43	1.51
Return on Average Tangible Equity (Cash)	11.25	8.55	17.24	29.16
Return on Average Tangible Assets (Cash)	0.95	0.33	1.45	1.51
Net Interest Margin	3.42	1.72	3.90	3.02
Efficiency Ratio	62	37	85	60
Leverage Ratio	7.50	5.88	9.03	6.64
Equity/Assets	8.02	4.06	11.52	5.05
Loans/Deposits	95	81	114	130
Non-Performing Assets/Assets	0.58	0.09	2.32	0.97
Loan Loss Reserve/Non-Performing Assets	129	37	374	74
Loan Loss Reserve/Total Loans	0.72	0.44	1.40	0.85

Contribution Analysis. KBW analyzed the relative contribution of each of Lighthouse and SunTrust to the pro forma balance sheet and income statement items of the combined entity, including assets, gross loans, deposits, equity, tangible equity, latest twelve months' earnings and estimated 2003 net income. KBW relied on First Call projections for SunTrust's and management estimates for Lighthouse's 2003 net income. The pro forma ownership analysis assumed 55% of the aggregate merger consideration is in the form of SunTrust common stock and was based on SunTrust's closing price of \$57.71 on January 16, 2003. The results of KBW's analysis are set forth in the following table:

<u>Category</u>	<u>SunTrust</u>	<u>Lighthouse</u>
Assets	99.5%	0.5%
Gross Loans	99.3	0.7
Deposits	99.5	0.5
Equity	99.7	0.3
Tangible Equity	99.6	0.4
Latest Twelve Months' Earnings	99.5	0.5
2003 Estimated Net Income	99.3	0.7
Estimated Pro Forma Ownership	99.6	0.4

Financial Impact Analysis. KBW performed pro forma merger analyses that combined projected income statement and balance sheet information. Assumptions regarding the accounting treatment, acquisition adjustments and cost savings were used to calculate the financial impact that the merger would have on certain projected financial results of the pro forma company. This analysis indicated that the merger is expected to be accretive to both SunTrust's estimated GAAP and cash earnings per share in 2003 and 2004. This analysis was based on First Call's 2003 and 2004 published earnings estimates for SunTrust, estimated cost savings equal to 12.0% of Lighthouse's projected non-interest expenses and net income estimates for Lighthouse for 2003 and 2004 as projected by Lighthouse management or KBW.

(1) The companies in the selected peer group are Coastal Financial Corporation, Community Financial Corporation, Cooperative Bankshares, Inc., Federal Trust Corporation, FFLC Bancorp, Inc., First Federal Financial Corporation of Kentucky, First Georgia Holding, Inc., FloridaFirst Bancorp, Inc., Greater Atlantic Financial Corp., HopFed Bancorp, Inc. and Union Financial Bancshares, Incorporated.

For all of the above analyses, the actual results achieved by pro forma company following the merger will vary from the projected results and the variations may be material.

Other Analyses. KBW reviewed the relative financial and market performance of SunTrust and Lighthouse to a variety of relevant industry peer groups and indices. KBW also reviewed earnings estimates, historical stock performance, stock liquidity and research coverage for SunTrust.

The Lighthouse board of directors has retained KBW as an independent contractor to act as financial adviser to Lighthouse regarding the merger. As part of its investment banking business, KBW is continually engaged in the valuation of banking businesses and their securities in connection with mergers and acquisitions, negotiated underwritings, competitive biddings, secondary distributions of listed and unlisted securities, private placements and valuations for estate, corporate and other purposes. As specialists in the securities of banking companies, KBW has experience in, and knowledge of, the valuation of banking enterprises. In the ordinary course of its business as a broker-dealer, KBW may, from time to time, purchase securities from, and sell securities to, Lighthouse and SunTrust. As a market maker in securities, KBW may from time to time have a long or short position in, and buy or sell, debt or equity securities of Lighthouse and SunTrust for KBW's own account and for the accounts of its customers.

Lighthouse and KBW have entered into an agreement relating to the services to be provided by KBW in connection with the merger. Lighthouse has agreed to pay KBW at the time of closing a cash fee equal to 0.50% of the market value of the aggregate consideration offered in exchange for the outstanding shares of common stock of Lighthouse in the transaction, subject to completion of the transaction. Pursuant to the KBW engagement agreement, Lighthouse also agreed to reimburse KBW for reasonable out-of-pocket expenses and disbursements incurred in connection with its retention and to indemnify against certain liabilities, including liabilities under the federal securities laws.

Material United States Federal Income Tax Consequences

The following discussion is a summary of certain United States federal income tax consequences of the merger to a holder of shares of Lighthouse common stock who holds the shares as capital assets (referred to in this discussion as a "Holder"). The discussion is based on laws, regulations, rulings and decisions in effect on the date hereof, all of which are subject to change, possibly with retroactive effect. This discussion is for general information only and may not be applicable with respect to Holders subject to special treatment under the Internal Revenue Code (including, but not limited to, financial institutions, tax-exempt organizations, mutual funds, insurance companies, S corporations or other pass-through entities, dealers in securities or foreign currency, Holders who exercise dissenters' rights, foreign Holders, Holders who acquired shares of Lighthouse common stock pursuant to the exercise of employee stock options or otherwise as compensation or through tax-qualified retirement plans, traders in securities who elect the mark-to-market method of accounting for their securities holdings, Holders subject to the alternative minimum tax, Holders who have a functional currency other than the U.S. dollar, or Holders who hold Lighthouse common stock as part of a hedge against currency risk, straddle or a constructive sale or conversion transaction). In addition, the discussion does not address the state, local or foreign tax consequences of the merger.

Based on representations provided by Lighthouse and SunTrust and on certain customary factual assumptions, all of which must continue to be accurate in all material respects as of the effective time of the merger, it is the opinion of King & Spalding LLP, counsel to SunTrust, that the material United States federal income tax consequences of the merger are as follows:

the merger will be treated as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code;

a Holder will not recognize gain or loss if the Holder exchanges Lighthouse common stock solely for SunTrust common stock (including any fractional share of SunTrust common stock), except to the extent of any cash received in lieu of a fractional share;

a Holder who exchanges Lighthouse common stock solely for cash in the merger will recognize gain or loss equal to the difference between the amount of cash received and the Holder's tax basis in the Lighthouse common stock;

a Holder will recognize gain (but not loss) if the Holder exchanges Lighthouse common stock for a combination of SunTrust common stock and cash, and the Holder's gain will be equal to the lesser of:

(1) the excess, if any, of:

(a) the sum of the cash (excluding any cash received in lieu of a fractional share of SunTrust common stock) and the fair market value of the SunTrust common stock received (including any fractional share of SunTrust common stock), over

(b) the Holder's tax basis in the Lighthouse common stock, or

(2) the amount of cash received;

a Holder's tax basis in the SunTrust common stock received in the merger (including any fractional share interest) will equal the Holder's tax basis in the Lighthouse common stock surrendered, increased by the amount of taxable gain recognized, if any, and decreased by the amount of cash received in the merger (excluding any cash received in lieu of a fractional share interest); and

a Holder's holding period for the SunTrust common stock received in the merger will include the holding period for the shares of Lighthouse common stock surrendered.

If a Holder acquired different blocks of Lighthouse common stock at different times and at different prices, any gain or loss will be determined separately with respect to each block of Lighthouse common stock, and the cash and SunTrust common stock received will be allocated pro rata to each block of stock. In addition, a Holder's basis and holding period in the SunTrust common stock received in the merger will be determined separately with reference to each block of Lighthouse common stock.

Taxation of Capital Gain. Subject to the discussion under Possible Treatment of Gain as a Dividend set forth below, gain or loss recognized in connection with the merger will constitute long-term capital gain or loss if a Holder's holding period in the Lighthouse common stock is greater than one year as of the date of the merger. If a Holder is not a corporation, this long-term capital gain generally will be taxed at a maximum United States federal income tax rate of 20%. The deductibility of capital losses is subject to limitations.

Possible Treatment of Gain as a Dividend. In general, in determining whether the gain recognized in the merger will be treated as capital gain or dividend income, a Holder (other than a Holder who exchanges Lighthouse common stock solely for cash) will be treated as if it first exchanged all of the Holder's shares of Lighthouse common stock solely for SunTrust common stock and then SunTrust immediately redeemed a portion of that SunTrust common stock in exchange for the cash that the Holder actually received. Gain recognized in this deemed redemption of SunTrust common stock will result in capital gain if there is a meaningful reduction in the Holder's deemed percentage stock ownership in SunTrust. The Internal Revenue Service has ruled that a relatively minor reduction in the percentage stock ownership of a minority shareholder in a publicly held corporation whose relative stock interest is minimal and who exercises no control with respect to corporate affairs is a meaningful reduction. Accordingly, in most circumstances, gain recognized by a Holder that exchanges its shares of Lighthouse common stock for a combination of SunTrust common stock and cash will be capital gain. Each Holder that may be subject to these rules should consult its tax advisor.

Cash Received in Lieu of a Fractional Share. Cash received in lieu of a fractional share of SunTrust common stock will be treated as received in redemption of the fractional share. A Holder of a fractional share will recognize gain or loss equal to the difference between the amount of cash received and the portion of the basis of the Holder's shares of Lighthouse common stock allocable to the fractional share. Such gain or loss generally will be capital gain or loss, and will be long-term capital gain or loss if the

holding period for the Holder's shares of Lighthouse common stock was greater than one year as of the date of the exchange.

Backup Withholding. Unless a Holder complies with certain reporting or certification procedures or is an exempt recipient (i.e., in general, corporations and certain other entities), the Holder may be subject to a backup withholding tax of 30% with respect to any cash payments received pursuant to the merger. A foreign shareholder should consult its tax advisor with respect to the application of withholding rules to any cash payments received by it pursuant to the merger.

Reporting Requirements. If a Holder receives SunTrust common stock as a result of the merger, such Holder will be required to retain records pertaining to the merger and will be required to file with such Holder's United States federal income tax return for the year in which the merger takes place a statement setting forth certain facts relating to the merger.

Each Lighthouse stockholder is urged to consult his or her own tax advisor with respect to the federal, state, local and foreign tax consequences of the merger.

Accounting Treatment

SunTrust will account for the merger as a purchase transaction under generally accepted accounting principles. Under the purchase method of accounting, the assets and liabilities of Lighthouse will be recorded, as of completion of the merger, at their respective fair values and added to those of SunTrust. Financial statements and reported results of operations of SunTrust issued after completion of the merger will reflect these values, but will not be restated retroactively to reflect the historical financial position or results of operations of Lighthouse.

Regulatory and Third-Party Approvals

Under the merger agreement, SunTrust and Lighthouse have agreed to use their reasonable best efforts to obtain all necessary actions or nonactions, waivers, consents and approvals from any governmental authority necessary to complete and make effective the merger and other transactions contemplated by the merger agreement. The required regulatory approvals include approvals of various federal and state agencies as described below. All other applications and notices have been filed, or are in the process of being filed.

Federal Bank Regulatory Approvals. The merger is subject to the prior approval of the Federal Reserve Board (the Federal Reserve) under Sections 4(c)(8) and 4(j) of the Bank Holding Company Act (the BHC Act), and related federal regulations. In reviewing an application for such approvals under the BHC Act, the Federal Reserve is required to consider whether approval of the application can reasonably be expected to produce benefits to the public (such as greater convenience, increased competition, and gains in efficiency) that outweigh possible adverse effects (such as undue concentration of resources, decreased or unfair competition, conflicts of interest and unsound banking practices). Consideration of these factors includes an evaluation of (1) the financial and managerial resources of SunTrust, including its subsidiaries, and of Lighthouse, and the effect of the proposed transaction on those resources; (2) management expertise; (3) internal-control and risk-management systems; (4) the capital of SunTrust; and (5) the convenience and needs of the communities to be served.

The application process includes publication and opportunity for comment by the public. The Federal Reserve may receive, and must consider, properly filed comments and protests from community groups and others regarding (among other issues) each institution's performance under the Community Reinvestment Act of 1977, as amended.

State Bank Regulatory Approvals. SunTrust or its subsidiaries have filed or will file applications or notices with the Georgia Department of Banking and Finance and the South Carolina State Board of Financial Institutions for approval of the merger. The standards that these state bank regulatory authorities are required to consider are similar to those described above with regard to the Federal Reserve.

Other Regulatory Approvals. In connection with or as a result of the merger, SunTrust or Lighthouse may be required, pursuant to other laws and regulations, either to notify or obtain the consent of other regulatory authorities and organizations to which such companies or subsidiaries of either or both companies may be subject.

If the approval of the merger by any of the authorities mentioned above is subject to compliance with certain conditions, there can be no assurance that the parties or their subsidiaries will be able to comply with such conditions or that compliance or non-compliance will not have adverse consequences for the combined company after consummation of the merger. The parties believe that the proposed merger is compatible with such regulatory requirements.

While SunTrust and Lighthouse believe that they will receive the requisite regulatory approvals for the merger, there can be no assurance regarding the timing of the approvals or the ability of the companies to obtain the approvals on satisfactory terms or the absence of litigation challenging such approvals or otherwise. There can likewise be no assurance that any state attorney general or other domestic regulatory authority will not attempt to challenge the merger on antitrust grounds or for other reasons, or, if such a challenge is made, as to the result thereof. The merger is conditioned upon the receipt of all consents, approvals and actions of governmental authorities and the filing of all other notices with such authorities in respect of the merger, the failure of which to be obtained or made would result in a material adverse effect on SunTrust's ability to conduct the business of Lighthouse in substantially the same manner as presently conducted. In addition, the merger is conditioned upon no condition or requirement having been imposed by one or more governmental entities in connection with any required approval of the merger that would so materially adversely affect the business or economic benefits to SunTrust of the merger as to render the merger unadvisable or unduly burdensome. See *The Merger Agreement - Conditions to the Completion of the Merger* on pages 53 through 55.

SunTrust is not aware of any regulatory approvals that would be required for completion of the transactions contemplated by the merger agreement other than as described above. Should any other approvals be required, it is presently contemplated that such approvals would be sought. There can be no assurance that any other approvals, if required, will be obtained.

Third-Party Approvals. Lighthouse is a party to a number of contracts and real property leases. Completion of the merger may require the consent of, or waiver from, the other parties to certain of such agreements. Pursuant to the merger agreement, Lighthouse and SunTrust have agreed to use their reasonable efforts to obtain all consents, approvals and waivers from third parties necessary in connection with the completion of the merger.

Dissenters' Rights

Holders of Lighthouse common stock are entitled to appraisal rights under Section 262 of the Delaware General Corporation Law (the DGCL). Under the DGCL, record holders of Lighthouse common stock who continuously hold such shares through the effective time of the merger, who follow the procedures set forth in Section 262 and who do not vote in favor of the merger agreement will be entitled to have their shares of Lighthouse common stock appraised by the Delaware Court of Chancery and to receive payment of the fair value of such shares, exclusive of any element of value arising from the accomplishment or expectation of the merger, together with a fair rate of interest, if any, as determined by the court. The holders are, in such circumstances, entitled to appraisal rights because they hold stock of constituent corporations to the merger, and may be required by the merger agreement to accept merger consideration in the form of cash consideration.

THIS DISCUSSION IS NOT A COMPLETE STATEMENT OF THE LAW PERTAINING TO APPRAISAL RIGHTS UNDER THE DGCL AND IS QUALIFIED IN FULL BY THE FULL TEXT OF SECTION 262 OF THE DGCL, WHICH IS REPRINTED IN ITS ENTIRETY AS ANNEX D TO THIS PROXY STATEMENT/ PROSPECTUS. ALL REFERENCES IN SECTION 262 AND IN THIS SUMMARY TO A STOCKHOLDER OR HOLDER ARE TO THE

RECORD HOLDER OF THE SHARES OF LIGHTHOUSE COMMON STOCK AS TO WHICH APPRAISAL RIGHTS ARE ASSERTED.

A PERSON HAVING A BENEFICIAL INTEREST IN SHARES OF LIGHTHOUSE COMMON STOCK HELD OF RECORD IN THE NAME OF ANOTHER PERSON, SUCH AS A BROKER OR NOMINEE, MUST ACT PROMPTLY TO CAUSE THE RECORD HOLDER TO FOLLOW THE STEPS SUMMARIZED BELOW PROPERLY AND IN A TIMELY MANNER TO PERFECT THE APPRAISAL RIGHTS PROVIDED UNDER SECTION 262.

Under Section 262, where a proposed merger is to be submitted for approval at a meeting of stockholders, as in the case of the Lighthouse special meeting, not less than 20 days prior to the Lighthouse special meeting, the corporation must notify each of its stockholders who was such on the record date for such meeting with respect to shares for which appraisal rights are available that appraisal rights are available and include in each such notice a copy of Section 262.

This proxy statement/ prospectus constitutes the required notice to the record holders of Lighthouse common stock, and a copy of Section 262 is attached to this proxy statement/ prospectus as Annex D. Any stockholder who wishes to exercise appraisal rights should review the following discussion and Annex D carefully, because failure to timely and properly comply with the procedures specified will result in the loss of appraisal rights under the DGCL.

A holder of shares of Lighthouse common stock wishing to exercise his or her appraisal rights (a) must deliver to the Secretary of Lighthouse, before the vote on the merger agreement at the Lighthouse special meeting, a written demand that reasonably informs Lighthouse of the identity of the record holder and the record holder's intention to demand appraisal of the record holder's Lighthouse common stock and (b) must not vote in favor of the merger agreement. A proxy or vote against the merger shall not constitute a demand. In addition, mere failure to execute and return a Form of Election to the exchange agent does not constitute a demand. ALL WRITTEN DEMANDS FOR APPRAISAL SHOULD BE DELIVERED TO LIGHTHOUSE AT LIGHTHOUSE FINANCIAL SERVICES, INC., 5 OFFICE PARK ROAD, HILTON HEAD ISLAND, SOUTH CAROLINA 29928, ATTENTION: SECRETARY.

A holder of shares of Lighthouse common stock wishing to exercise his or her appraisal rights must hold his or her shares of record on the date the written demand for appraisal is made and must hold his or her shares continuously through the effective time of the merger. Accordingly, a record holder of Lighthouse common stock who is the record holder of Lighthouse common stock on the date the written demand for appraisal is made, but who thereafter transfers such stock prior to the completion of the merger, will lose any right to appraisal in respect of such shares.

Only a holder of record of shares of Lighthouse common stock is entitled to assert appraisal rights for the shares of Lighthouse common stock registered in that holder's name. A demand for appraisal should be executed by or on behalf of the holder of record, fully and correctly, as such holder's name appears on such holder's stock certificates. If the shares of Lighthouse common stock are owned of record in a fiduciary capacity, such as by a trustee, guardian or custodian, execution of the demand should be made in that capacity, and if the shares of Lighthouse common stock are owned of record by more than one person as in a joint tenancy or tenancy in common, the demand should be executed by or on behalf of all joint owners. An authorized agent, including one or more joint owners, may execute a demand for appraisal on behalf of a holder of record; however, the agent must identify the record owner or owners and expressly disclose the fact that, in executing the demand, the agent is agent for such owner or owners. A record holder such as a broker who holds shares of Lighthouse common stock as nominee for several beneficial owners may exercise appraisal rights with respect to the shares of Lighthouse common stock held for one or more beneficial owners while not exercising such rights with respect to the shares of Lighthouse common stock held for other beneficial owners; in such case, the written demand should set forth the number of shares of Lighthouse common stock as to which appraisal is sought. When no number of shares of Lighthouse common stock is expressly mentioned the demand will be presumed to cover all shares of Lighthouse common stock held in the name of the record owner.

Stockholders who hold their shares of Lighthouse common stock in brokerage accounts or other nominee forms and who wish to exercise appraisal rights must take all necessary steps in order that a demand for appraisal is made by the record holder of those shares and are urged to consult with their brokers to determine the appropriate procedures for the making of a demand for appraisal by the record holder.

Within ten days after the effective time, SunTrust must send a notice of the effectiveness of the merger to each person who has properly asserted appraisal rights under Section 262 and has not voted in favor of or consented to the merger. Within 120 days after the effective time, but not thereafter, SunTrust, or any holder of shares of Lighthouse common stock who has complied with the procedures under Section 262 and who is entitled to appraisal rights under Section 262, may file a petition in the Delaware Court of Chancery demanding a determination of the value of the stock of all such stockholders. SunTrust is not under any obligation to file a petition seeking the appraisal of the shares of Lighthouse common stock. Accordingly, it is the obligation of the stockholders to initiate all necessary action to perfect their appraisal rights within the time prescribed in Section 262.

Within 120 days after the effective time, any stockholder who has complied with the requirements for exercise of appraisal rights will be entitled, upon written request, to receive from SunTrust a statement setting forth the aggregate number of shares of Lighthouse common stock not voted in favor of approval and adoption of the merger agreement and with respect to which demands for appraisal have been received and the aggregate number of holders of such shares of Lighthouse common stock. Such statements must be mailed within 10 days after a written request therefor has been received by SunTrust or within 10 days after expiration of the period for delivery of demands for appraisal under Section 262, whichever is later.

A holder of shares of Lighthouse common stock will fail to perfect, or effectively lose, his or her right to appraisal if, among other things, no petition for appraisal of shares of Lighthouse common stock is filed within 120 days after the effective time of the merger, or if the stockholder delivers to SunTrust a written withdrawal of his or her demand for appraisal.

If a petition for an appraisal is timely filed, after a hearing on such petition, the Delaware Court of Chancery will determine the stockholders entitled to appraisal rights and will appraise the fair value of their shares of Lighthouse common stock, exclusive of any element of value arising from the accomplishment or expectation of the merger, together with a fair rate of interest, if any, to be paid upon the amount determined to be the fair value. Stockholders considering seeking appraisal should be aware that the fair value of their shares of Lighthouse common stock as determined under Section 262 could be more than, the same as or less than the value of the merger consideration they would receive pursuant to the merger agreement if they did not seek appraisal of their shares of Lighthouse common stock and that investment banking opinions as to fairness from a financial point of view are not necessarily opinions as to fair value under Section 262. The Delaware Supreme Court has stated that proof of value by any techniques or methods which are generally considered acceptable in the financial community and otherwise admissible in court should be considered in appraisal proceedings.

The Delaware Court of Chancery will determine the amount of interest, if any, to be paid upon the amounts to be received by persons whose shares of Lighthouse common stock have been appraised. The costs of the action may be determined by the Delaware Court of Chancery and taxed upon the parties as the Delaware Court of Chancery deems equitable. The Delaware Court of Chancery may also order that all or a portion of the expenses incurred by any stockholder in connection with the appraisal proceeding, including, without limitation, reasonable attorneys' fees and the fees and expenses of experts utilized in the appraisal proceeding, be charged pro rata against the value of all of the shares of Lighthouse common stock entitled to appraisal.

If any holder of shares of Lighthouse common stock who demands appraisal of his shares under Section 262 fails to perfect, or effectively withdraws or loses, his right to appraisal, as provided in the DGCL, such holder of Lighthouse common stock will be deemed to have made a combination election in accordance with the merger agreement. See The Merger Agreement Election and Election Procedures. A holder may withdraw his demand for appraisal by delivering to SunTrust a written

withdrawal of his demand for appraisal and acceptance of the merger, except that any such attempt to withdraw made more than 60 days after the effective time will require the written approval of SunTrust. Failure to follow the steps required by Section 262 of the DGCL for perfecting appraisal rights may result in the loss of such rights (in which event a stockholder will be treated as a stockholder who has made a combination election in accordance with the merger agreement). In fact, any holder who fails to perfect appraisal rights will be deemed to have elected to receive a combination of cash for 45% of the holder's shares of Lighthouse common stock and SunTrust common stock for the remaining 55% of the holder's shares of Lighthouse common stock.

Any holder of shares of Lighthouse common stock who has duly demanded an appraisal in compliance with Section 262 will not, after the effective time, be entitled to vote the shares of Lighthouse common stock subject to such demand for any purpose or be entitled to the payment of dividends or other distributions on those shares (except dividends or other distributions payable to holders of record of shares of Lighthouse common stock as of a date prior to the effective time of the merger).

Interests of Certain Persons in the Merger

Certain members of Lighthouse's management and board of directors may be deemed to have interests in the merger that are in addition to their interests as stockholders of Lighthouse. The Lighthouse board was aware of these interests and considered them, among other matters, in approving the merger agreement.

In connection with the execution of the merger agreement, SunTrust entered into an employment and consulting agreement with Jerry T. Caldwell, the Chief Executive Officer of Lighthouse, pursuant to which Mr. Caldwell agreed to serve as Chief Executive Officer of the Hilton Head market for a period commencing on the completion of the merger and ending on December 4, 2004, in exchange for an annual salary of \$300,000, plus a bonus potential of an additional \$300,000 per year during the employment term. At the end of the employment term, Mr. Caldwell would continue to serve in a consulting capacity commencing on December 4, 2004 and ending five years from the date of the completion of the merger in exchange for consulting fees equal to \$300,000 per year. At the same time SunTrust and Mr. Caldwell entered into the employment and consulting agreement, the parties also entered into a waiver agreement whereby SunTrust agreed to pay to Mr. Caldwell at the time of the closing a lump sum equal to \$1,385,763 in satisfaction of any obligation of Lighthouse to make a change of control payment under Mr. Caldwell's current employment agreement with Lighthouse.

In addition, SunTrust also entered into an employment and consulting agreement with Terry R. Rohlfing, the President of Lighthouse, pursuant to which Mr. Rohlfing agreed to serve as President of the Hilton Head market for a period commencing on the completion of the merger and ending on December 4, 2003, in exchange for an annual salary equal to \$300,000, plus a bonus potential of an additional \$300,000 per year during the employment term. At the end of the employment term, Mr. Rohlfing would continue to serve in a consulting capacity commencing December 4, 2003 and ending five years from the date of the completion of the merger in exchange for consulting fees equal to \$300,000 per year. Mr. Rohlfing and SunTrust also entered into a waiver agreement whereby SunTrust agreed to pay to Mr. Rohlfing at the time of the closing a lump sum equal to \$1,387,234 in satisfaction of any obligation of Lighthouse to make a change of control payment under Mr. Rohlfing's current employment agreement with Lighthouse.

The merger agreement provides that for a period of 6 years following the effective time of the merger the surviving corporation will indemnify and hold harmless from liability for acts or omissions occurring at or prior to the effective time of the merger those current or former directors and officers of Lighthouse currently entitled to indemnification from Lighthouse as provided in the certificate of incorporation and by-laws of Lighthouse. The merger agreement also provides that for three years after the effective time of the merger, SunTrust or a SunTrust subsidiary will maintain Lighthouse's current liability insurance covering acts or omissions occurring prior to the effective time of the merger for those persons who were covered by Lighthouse's directors' and officers' liability insurance policy on terms and in amounts no less favorable

than those in effect on the date of the merger agreement. If, however, the amount of the annual premium necessary to procure this insurance coverage is in excess of 150% of the annual premium payments on Lighthouse's policy in effect as of the date of the merger agreement, SunTrust will use its reasonable efforts to maintain the most advantageous policies of directors' and officers' liability insurance obtainable for a premium equal to that amount.

In connection with the merger, certain directors and executive officers of Lighthouse will receive options to purchase shares of SunTrust common stock in exchange for their options to purchase shares of Lighthouse common stock.

Restrictions on Resales by Affiliates

The shares of SunTrust common stock to be issued to Lighthouse stockholders in the merger have been registered under the Securities Act. These shares may be traded freely and without restriction by those stockholders not deemed to be affiliates of Lighthouse as that term is defined under the Securities Act. An affiliate of a corporation, as defined by the rules promulgated under the Securities Act, is a person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, that corporation. Any subsequent transfer by an affiliate of Lighthouse must be one permitted by the resale provisions of Rule 145 promulgated under the Securities Act or Rule 144 promulgated under the Securities Act, in the case of such persons who become affiliates of SunTrust or as otherwise permitted under the Securities Act. These restrictions are expected to apply to the Lighthouse directors and certain executive officers of Lighthouse as well as to certain other related individuals or entities.

THE MERGER AGREEMENT

General

The SunTrust board and the Lighthouse board of directors have each unanimously approved the merger agreement, the merger and the other transactions contemplated by the merger agreement. This section of the proxy statement/ prospectus describes material provisions of the merger agreement. This description does not purport to be complete and is qualified in its entirety by reference to the merger agreement and the related plan of merger, copies of which are attached as Annex A-1 and Annex A-2, respectively, to this proxy statement/ prospectus. We urge you to read the merger agreement and the related plan of merger carefully and in their entirety.

Form of the Merger

If the holders of Lighthouse common stock adopt and approve the merger agreement and the merger and if all other conditions to the merger are satisfied or waived, Lighthouse will be merged into SunTrust Bank Holding Company, a wholly owned subsidiary of SunTrust. After the merger, SunTrust Bank Holding Company will be the surviving corporation and will continue its corporate existence under Florida law as a wholly owned subsidiary of SunTrust.

Timing of Closing

The closing of the merger will take place no later than thirty days after satisfaction or waiver of the conditions to the merger set forth in the merger agreement, unless another time or date is agreed to by SunTrust and Lighthouse. At the closing, certificates of merger will be filed with the offices of the Florida Secretary of State and the Secretary of State of Delaware, as required under the respective corporation laws of Florida and Delaware. The certificates of merger will establish the effective time of the merger.

Merger Consideration

Subject to the proration and election procedures set forth in the merger agreement, each holder of record of shares of Lighthouse common stock, except for treasury shares, shares held by SunTrust or any of the subsidiaries of SunTrust or Lighthouse (other than in a fiduciary capacity) and any dissenting shares, will be entitled to elect to receive either:

cash in an amount equal to \$42.7962, without interest, for each share of Lighthouse common stock;

for each share of Lighthouse common stock, the number of shares of SunTrust common stock equal to \$42.7962 divided by the average closing price per share of SunTrust common stock for the ten trading days ending on and including the third business day prior to the effective time of the merger; or

the cash consideration described above for 45% of the holder's shares of Lighthouse common stock and the stock consideration described above for 55% of the holder's shares of Lighthouse common stock.

The average closing sale price of a share of SunTrust common stock for the ten-day trading period ending March 3, 2003 was \$56.109, which would result in an exchange ratio of .7627.

No fractional shares of SunTrust common stock will be issued in connection with the merger. Instead, SunTrust will make a cash payment without interest to each Lighthouse stockholder who would otherwise receive a fractional share. The amount of such cash payment will be determined by multiplying the fraction of a share of SunTrust common stock otherwise issuable to such stockholder by the average closing price per share of SunTrust common stock for the ten trading days ending on the third business day prior to the effective time of the merger.

Election and Election Procedures

Concurrently with the mailing of this proxy statement/ prospectus, a form of election will be mailed to each holder of record of Lighthouse common stock on the record date for the stockholder meeting. To be effective, a form of election must be properly completed, signed and submitted to the exchange agent, accompanied by the certificates representing the shares of Lighthouse common stock as to which the election is being made, by the close of business on the last business day prior to the effective time of the merger. All elections will be irrevocable. If the merger is not completed for any reason, your stock certificates will be returned to you promptly following termination of the merger agreement.

SunTrust will have the discretion, which it may delegate in whole or in part to the exchange agent, to determine whether forms of election have been properly completed, signed and submitted and to disregard immaterial defects in forms of election. The decision of SunTrust or the exchange agent in such matters will be conclusive and binding. Neither SunTrust nor the exchange agent will be under any obligation to notify any person of any defect in a form of election.

As a holder of record of shares of Lighthouse common stock, you will be entitled pursuant to the form of election:

to elect to receive \$42.7962 per share in cash, without interest, in exchange for all shares of Lighthouse common stock held by you;

to elect to receive shares of SunTrust common stock in exchange for all shares of Lighthouse common stock held by you, with cash in lieu of a fractional share; or

to elect to receive cash consideration for 45% of your shares of Lighthouse common stock and stock consideration for 55% of your shares of Lighthouse common stock.

Holders of Lighthouse common stock who hold their shares as nominees, trustees or in other representative capacities may submit multiple forms of election, provided that the representative certifies that each form of election covers all the shares of Lighthouse common stock held by that representative for a particular beneficial owner.

If a Lighthouse stockholder does not submit a form of election to the exchange agent by the 5:00 p.m., Eastern time, on the last business day prior to the effective time of the merger or if SunTrust or the exchange agent determines that an election by a Lighthouse stockholder was not properly made, then that Lighthouse stockholder will be deemed to have elected to receive cash consideration for 45% of such stockholder's shares and stock consideration for the remaining 55% of such stockholder's shares.

Neither the Lighthouse board of directors nor its financial advisor makes any recommendation as to whether stockholders should elect to receive the cash consideration or the stock consideration in the merger, or a combination of the two. You must make your own decision with respect to such election, bearing in mind the tax consequences of the election you choose. See *The Merger - Material United States Federal Income Tax Consequences*. It is suggested that you return your form of election, together with your stock certificate(s), by the deadline, so that you may receive the merger consideration allocable to you promptly following completion of the exchange procedures that will take place after the merger is completed. See *Procedures for Exchanging Lighthouse Common Stock Certificates*.

Allocation Procedures

Under the merger agreement, the number of shares of Lighthouse common stock to be converted into the right to receive cash must not be less than 45% or more than 50% of the total number of shares of Lighthouse common stock outstanding immediately prior to the effective time of the merger except for treasury shares and shares held by SunTrust or any of the subsidiaries of SunTrust or Lighthouse (other than in a fiduciary capacity). If, after the results of the forms of election are calculated, the number of shares of Lighthouse common stock to be converted into cash exceeds this 50% threshold, the exchange agent will determine the number of cash election shares that must be reallocated as stock election shares.

in order not to exceed the 50% threshold. After the exchange agent makes this determination, all holders who have elected to receive solely cash in exchange for their Lighthouse common stock will, on a pro rata basis, have a portion of their cash election shares reallocated as stock election shares so that the total number of shares of Lighthouse common stock to be converted into the right to receive cash will not be greater than 50% of the outstanding shares of Lighthouse common stock immediately prior to the effective time of the merger.

Notwithstanding the foregoing, no reallocation will be effected for a holder who has made a cash election but, as a result of such reallocation, would receive fewer than 20 shares of SunTrust common stock in exchange for all of such holder's shares of Lighthouse common stock. In this event, the cash election shares of the remaining holders of shares of Lighthouse common stock will be reallocated on a pro rata basis so that the total number of shares of Lighthouse common stock to be converted into the right to receive cash will not be greater than 50% of the outstanding shares of Lighthouse common stock immediately prior to the effective time of the merger.

The number of shares of Lighthouse common stock to be converted into the right to receive shares of SunTrust common stock may be not less than 50% or more than 55% of the number of shares of Lighthouse common stock outstanding immediately prior to the effective time of the merger except for treasury shares and shares held by SunTrust or any of the subsidiaries of SunTrust or Lighthouse (other than in a fiduciary capacity). If, after the results of the forms of election are calculated, the number of shares of Lighthouse common stock to be converted into shares of SunTrust common stock exceeds this 55% threshold, the exchange agent will determine the number of stock election shares that must be reallocated as cash election shares in order not to exceed the 55% threshold. After the exchange agent makes this determination, all holders who have elected to receive solely SunTrust common stock in exchange for their Lighthouse common stock will, on a pro rata basis, have a portion of their stock election shares reallocated as cash election shares so that the total number of shares of Lighthouse common stock to be converted into the right to receive shares of SunTrust common stock will not be greater than 55% of the outstanding shares of Lighthouse common stock immediately prior to the effective time of the merger.

Holders who have elected to receive a combination of cash consideration with respect to 45% of their shares of Lighthouse common stock and stock consideration with respect to the remaining 55% of their shares of Lighthouse common stock will not be subject to the reallocation procedures described above.

After the reallocation procedure is completed, all cash election shares and 45% of the shares of Lighthouse Common Stock which are subject to combination elections will be converted into the right to receive the cash consideration, and all stock election shares and 55% of the shares of Lighthouse Common Stock that are subject to combination elections will be converted into the right to receive the stock consideration. Such certificates previously evidencing shares of Lighthouse Common Stock will, upon surrender, be exchanged for the cash consideration or for certificates evidencing the stock consideration, multiplied in each case by the number of shares previously evidenced by the canceled certificate. See *The Merger Procedures for Exchanging Lighthouse Common Stock Certificates*.

Each share of Lighthouse common stock held in the treasury of Lighthouse and each share of Lighthouse common stock owned by SunTrust or any subsidiary of SunTrust or Lighthouse, other than in a fiduciary capacity, immediately prior to the effective time of the merger will be canceled and extinguished without any conversion thereof and no payment will be made with respect thereto.

Procedures for Exchanging Lighthouse Common Stock Certificates

Lighthouse stockholders who surrender their stock certificates in connection with the completion of forms of election prior to the effective time of the merger will automatically receive the merger consideration allocated to them as the result of the merger promptly following completion of the allocation procedures.

Promptly after the effective time of the merger, the exchange agent will provide appropriate stock certificate transmittal materials to the holders of Lighthouse common stock who have not already surrendered their stock certificates in connection with the completion of forms of election prior to the effective time of the merger. The transmittal materials will contain instructions for use in effecting the surrender to the exchange agent of Lighthouse common stock certificates in exchange for the merger consideration. After the effective time of the merger, each holder of shares of Lighthouse common stock issued and outstanding immediately prior to the effective time, other than dissenting shares, who has not already surrendered stock certificates must surrender for cancellation the certificate or certificates representing such shares to the exchange agent, together with a letter of transmittal duly executed and completed, in accordance with the instructions contained in the transmittal materials and any other documents reasonably required by the exchange agent or SunTrust.

Until you surrender your certificate or certificates representing your shares of Lighthouse common stock:

SunTrust will not be obligated to deliver the merger consideration to you; and

if you receive shares of SunTrust common stock in exchange for your shares of Lighthouse common stock, no dividend or other distribution payable to you as a holder of record of SunTrust common stock as of any time subsequent to the effective time of the merger will be paid to you.

If you surrender your stock certificates after the effective time of the merger, promptly upon surrender of your Lighthouse common stock certificates and any other documents reasonably required by the exchange agent or SunTrust, SunTrust will deliver to you the merger consideration, consisting, as applicable, of SunTrust common stock certificates, together with all withheld dividends or other distributions, but without interest thereon, and any cash payments due, including any cash payment for a fractional share, without interest. After the effective time of the merger, each certificate representing your outstanding shares of Lighthouse common stock prior to the effective time of the merger will be deemed for all corporate purposes, other than the payment of dividends and other distributions to which you may be entitled as a Lighthouse stockholder, to evidence only your right to receive the merger consideration in exchange for each such share.

Six months after the effective time of the merger, any merger consideration held by the exchange agent that remains undistributed to the former stockholders of Lighthouse will be delivered to SunTrust upon demand, and any former Lighthouse stockholder who has not already complied with the surrender and exchange procedures may thereafter look only to SunTrust for payment of their claims for cash, SunTrust common stock or any dividends or distributions with respect to SunTrust common stock, all without any interest thereon.

None of SunTrust, any subsidiary thereof or the exchange agent will be liable to any former holder of Lighthouse common stock for any cash or shares of SunTrust common stock delivered to public officials pursuant to any applicable abandoned property, escheat or similar law.

If any merger consideration is to be issued or paid in the name of a person other than the person in whose name the Lighthouse common stock certificate being surrendered in exchange for the merger consideration is registered, it will be a condition of the payment and issuance of such merger consideration that the certificate so surrendered be properly endorsed or otherwise in proper form for transfer and that the person requesting the exchange pay or establish the prior payment or inapplicability of any transfer and other taxes required by reason of the payment of the merger consideration in the name of a person other than the registered holder of the Lighthouse common stock certificate.

Assumption of Lighthouse Stock Options

At the effective time of the merger, each option to purchase shares of Lighthouse common stock granted under Lighthouse's stock option plan that is outstanding and unexercised immediately prior to the effective time will be converted automatically into an option to purchase shares of SunTrust common

stock, and SunTrust will assume each Lighthouse stock option in accordance with the terms of the Lighthouse stock option plan as in effect on the date of the merger agreement, except that from and after the effective time of the merger:

SunTrust and the Compensation and Governance Committee of the board of directors of SunTrust will be substituted for Lighthouse and the Stock Option Committee of the Lighthouse board of directors with respect to the administration of the stock option plan;

each Lighthouse stock option assumed by SunTrust will be exercisable solely for shares of SunTrust common stock;

the number of shares of SunTrust common stock subject to such Lighthouse stock option will be determined by multiplying the number of shares of Lighthouse common stock subject to such stock option immediately prior to the effective time by the ratio of \$42.7962 divided by the average closing price per share of SunTrust common stock for the ten trading days ending on the day that is three business days prior to the effective time of the merger and rounding down to the nearest share; and

the per share exercise price under each such Lighthouse stock option will be adjusted by dividing the per share exercise price under each such Lighthouse stock option by the ratio of \$42.7962 divided by the average closing price per share of SunTrust common stock for the ten trading days ending on the day that is three business days prior to the effective time of the merger and rounding up to the nearest cent.

Any restriction on the exercise of any such Lighthouse stock option will continue in full force and effect, and the term and other provisions of such Lighthouse stock option will otherwise remain unchanged. However, each Lighthouse stock option assumed by SunTrust will, in accordance with its terms, be subject to further adjustment as appropriate to reflect any stock split, division or subdivision of shares, stock dividend, recapitalization or other similar transaction subsequent to the effective time of the merger.

Each holder of Lighthouse stock options who is a party to a stock option agreement relating to such stock options must surrender that agreement to SunTrust and deliver to SunTrust a cancellation agreement canceling such holder's Lighthouse stock options in consideration and exchange for the right to receive converted or substitute options to purchase SunTrust common stock. Within a reasonable time after such surrender of the stock option agreement and delivery of the cancellation agreement, SunTrust will deliver to each such holder one or more option agreements with respect to the number of shares of SunTrust common stock that each such holder is entitled to purchase.

SunTrust may, at its election, substitute as of the effective time of the merger options under the SunTrust Banks, Inc. 2000 Stock Plan or any other duly adopted comparable plan for all or a part of the Lighthouse stock options.

Each grant of a converted or substitute option to any individual who after the merger will be a director or officer of SunTrust will, as a condition to such conversion or substitution, be approved in accordance with the provisions of Rule 16b-3 under the Exchange Act. Each Lighthouse stock option that is an incentive stock option will be adjusted as required by Section 424 of the Internal Revenue Code, and the regulations promulgated thereunder, so as to continue as an incentive stock option and so as not to constitute a modification, extension, or renewal of the option within the meaning of Section 424(h) of the Internal Revenue Code.

SunTrust has reserved and will continue to reserve adequate shares of SunTrust common stock for delivery upon exercise of any converted or substitute options. As soon as practicable after the effective

time of the merger, if it has not already done so, SunTrust will file with the SEC a registration statement on Form S-3 or Form S-8, as the case may be, or any successor or other appropriate forms, with respect to the shares of SunTrust common stock subject to converted or substitute options and will use its reasonable efforts to maintain the effectiveness of such registration statement, and maintain the current status of the prospectus or prospectuses contained therein, for so long as such converted or substitute options remain outstanding.

Eligibility to receive stock option grants following the effective time of the merger with respect to SunTrust common stock will be determined by SunTrust in accordance with its plans and procedures as in effect from time to time, and subject to any contractual obligations.

Representations and Warranties

The merger agreement contains representations and warranties by Lighthouse relating to a number of matters, including the following:

the capital structure of Lighthouse;

organization, standing and authority of Lighthouse and its subsidiaries;

ownership of Lighthouse subsidiaries;

Lighthouse's authority to execute and deliver the merger agreement and perform its obligations thereunder and the effectiveness of the merger agreement;

regulatory filings, financial statements and truth of statements by Lighthouse;

organizational documents and minute books of Lighthouse;

absence of certain changes or events with respect to Lighthouse;

absence of undisclosed liabilities with respect to Lighthouse;

assets, leases and investments of Lighthouse;

environmental matters;

loans and allowance for loan losses;

tax matters;

employees, compensation and Lighthouse employee benefit plans;

labor and other employment matters;

certain contracts;

legal proceedings and regulatory approvals

compliance with law and filings;

brokers, finders and other expenses;

repurchase agreements and derivatives;

deposit accounts;

related party transactions;

information contained in this proxy statement/ prospectus;

tax and regulatory matters;

state takeover laws and absence of rights agreement;

matters relating to Carswell of Carolina, Inc.;

matters relating to Lighthouse Investment Advisors, Inc.;

internal controls;

intellectual property;

fairness opinion;

books, records and documentation;

community reinvestment compliance;

insurance policies;

no existing discussions with other potential acquirors; and

certain business practices.

The merger agreement also contains representations and warranties by SunTrust relating to a number of matters, including the following:

capital structure of SunTrust;

organization, standing and authority of SunTrust;

SunTrust's authority to execute and deliver the merger agreement and perform its obligations thereunder and the effectiveness of the merger agreement;

securities documents filed by SunTrust and truth of statements made by SunTrust;

information contained in this proxy statement/ prospectus;

tax and regulatory matters;

legal proceedings and regulatory approvals;

financial statements;

absence of certain changes or events;

state takeover laws; and

community reinvestment compliance.

Certain Covenants and Agreements

No Solicitation. Lighthouse has agreed that, until the earlier of the effective time of the merger or the date of termination of the merger agreement, neither Lighthouse nor any of its subsidiaries or any of the officers, directors, agents, representatives or affiliates of it or its subsidiaries, including any investment banker, attorney or accountant retained by it or any of its Subsidiaries, will do any of the following:

solicit, initiate, encourage, induce or facilitate the making, submission or announcement of any takeover proposal or any inquiries or the making of any proposal which may lead to a takeover proposal;

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furnish any information to any person in connection with or in response to a takeover proposal or an inquiry or indication interest that could lead to a takeover proposal;

participate in any discussions or negotiations regarding any takeover proposal;

enter into any contract regarding any takeover proposal; or

approve, endorse or recommend, or otherwise make or authorize any statement, recommendation or solicitation in support of, any takeover proposal.

The merger agreement defines a takeover proposal as any inquiry, proposal, indication of interest or offer from any person relating to any direct or indirect acquisition, purchase, lease, license, exchange or other transfer of a business or assets that constitute 20% or more of the net revenues, net income or assets of Lighthouse and its subsidiaries, taken as a whole, or 20% or more of any class of securities of Lighthouse, or any merger, consolidation, share exchange, tender offer, exchange offer, business combination, recapitalization, liquidation, dissolution or similar transaction involving Lighthouse or any of its subsidiaries, other than the transactions contemplated by the merger agreement.

However, Lighthouse will be permitted to furnish information, participate in discussions and negotiations and withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in a manner adverse to SunTrust, its approval of the merger agreement or the merger or the recommendation that Lighthouse's stockholders vote to adopt and approve the merger agreement and the merger if and only to the extent that:

the Lighthouse special meeting shall not have occurred;

the board of directors of Lighthouse determines in good faith, after having taken into account the written advice of outside counsel, that it is necessary to do so in order to comply with its fiduciary duties to Lighthouse's stockholders under applicable Delaware law;

Lighthouse's board of directors concludes in good faith, after having taken into account the written advice of its financial advisor or another independent investment banker of nationally recognized standing, that a takeover proposal constitutes a superior proposal;

the takeover proposal was not solicited by it and did not otherwise result from a breach of Lighthouse's obligations under the no solicitation provision contained in the merger agreement; and

Lighthouse provides prior written notice to SunTrust of its decision to take such action at least five business days prior to taking such action.

At least five business days prior to withdrawing, modifying or qualifying, or proposing publicly to withdraw, modify or qualify, in a manner adverse to SunTrust, its approval of the merger agreement or the merger or the recommendation that Lighthouse's stockholders vote to adopt and approve the merger agreement and the merger, the following events must have occurred:

Lighthouse's board of directors must have provided SunTrust with written notice advising SunTrust that Lighthouse's board of directors is prepared to conclude that a takeover proposal constitutes a superior proposal;

during such five business day period, Lighthouse and its advisors must have negotiated in good faith with SunTrust to make adjustments in the terms and conditions of the merger agreement such that the takeover proposal would no longer constitute a superior proposal; and

after fully considering any such adjustment, Lighthouse's Board of Directors must nonetheless have concluded in good faith that a takeover proposal constitutes a superior proposal.

The merger agreement defines a superior proposal as any bona fide unsolicited proposal made by a third party:

to acquire, directly or indirectly, for consideration consisting of cash and/or securities, 100% of the combined voting power of the shares of Lighthouse's capital stock then outstanding or 100% of the net revenues, net income or assets of Lighthouse and its subsidiaries, taken as a whole; and

which is otherwise on terms that the board of directors of Lighthouse determines in its good faith judgment, after consultation with a nationally recognized investment banking firm and outside counsel, taking into account, among other things, all legal, financial, regulatory and other aspects of the proposal and the person making the proposal, that the proposal, if consummated, would result in a transaction that is more favorable to Lighthouse's stockholders than the merger and is reasonably capable of being completed, including to the extent required, financing which is then

committed or which, in the good faith judgment of the board of directors of Lighthouse, is reasonably capable of being obtained by such third party.

Lighthouse also agreed that it, its subsidiaries and their representatives would immediately cease and cause to be terminated any activities, discussions or negotiations existing as of the date of the merger agreement with any parties with respect to any takeover proposal. Lighthouse will immediately advise SunTrust orally and in writing of any request for information relating to a takeover proposal, or of any takeover proposal, the material terms and conditions of such request or takeover proposal and the identity of the person making such request or takeover proposal, and will promptly provide a copy of any written request or takeover proposal to SunTrust. Lighthouse will keep SunTrust promptly informed of the status and details, including amendments or proposed amendments, of any such request or takeover proposal.

Special Meeting. The merger agreement requires Lighthouse to call a meeting of its stockholders and to submit the merger agreement and the merger to its stockholders for approval. Notwithstanding any withdrawal, modification or qualification by the Lighthouse board of directors of its recommendation that Lighthouse's stockholders vote to adopt and approve the merger agreement and the merger, unless otherwise directed in writing by SunTrust, the merger agreement and the merger will be submitted for a vote to the stockholders of Lighthouse at the special meeting. At the time of execution of the merger agreement, each member of the board of directors of Lighthouse had executed agreements with SunTrust obligating such person to vote all shares over which they have voting control in favor of the merger.

Reservation of Shares. SunTrust has agreed to reserve for issuance such number of shares of SunTrust common stock as shall be necessary to pay the relevant portion of the merger consideration and not to take any action that would cause the aggregate number of authorized shares of SunTrust common stock available for issuance under the merger agreement to be insufficient to effect the merger. If at any time the aggregate number of shares of SunTrust common stock reserved for issuance under the merger agreement is not sufficient to effect the merger, SunTrust shall take all appropriate action as may be required to increase the number of shares of SunTrust Common Stock reserved for such purpose.

Further Assurances. Each of SunTrust and Lighthouse has agreed to use, and to cause each of their respective subsidiaries to use, its reasonable efforts in good faith to take or cause to be taken all action necessary or desirable on its part to fulfill the conditions to closing set forth in the merger agreement. Neither SunTrust nor Lighthouse will take, or cause, or to the best of its ability permit to be taken, any action that would substantially delay or impair the prospects of completing the merger pursuant to the merger agreement. In connection with any filing or submission required or action to be taken by SunTrust to consummate the merger, neither SunTrust nor any of its subsidiaries is required to become subject to any requirement or condition that it divest or hold separate any assets or businesses or any similar transaction or restriction. Neither SunTrust nor any of its subsidiaries is required to divest or hold separate or otherwise take or refrain from taking or commit to take or refrain from taking any action that limits its freedom of action with respect to, or its ability to retain, any of the businesses, product lines or assets of SunTrust or any of its subsidiaries.

Access to Information. The merger agreement requires that, until completion of the merger, each of Lighthouse and SunTrust must keep the other advised of all material developments relevant to its business and the businesses of its subsidiaries, and each shall provide to the other, upon request, reasonable details of any such development. Upon reasonable notice, Lighthouse shall afford to representatives of SunTrust access, during normal business hours during the period prior to the effective time of the merger, to all of the properties, books, contracts, commitments and records of Lighthouse and the Lighthouse subsidiaries and, during such period, shall make available all information concerning their businesses as may be reasonably requested. Each of Lighthouse and SunTrust agrees that it will, and will cause each of its directors, officers, attorneys and advisors to, maintain the confidentiality of all confidential information obtained from the other party. In the event of a termination of the merger agreement, each party will return to the other party upon request all confidential information previously furnished in connection with the transactions contemplated by the merger agreement.

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Conduct of Business Pending Merger. Lighthouse has agreed that, until the effective time of the merger and except with the prior written consent of SunTrust, it will not, and will cause each of its subsidiaries not to:

carry on its business other than in the usual, regular and ordinary course in substantially the same manner as previously conducted, or establish or acquire any new subsidiary or engage in any new type of activity or expand into any new line of business or geographic territory;

fail to use reasonable efforts to preserve intact its business organization or fail to use reasonable efforts to keep available the services of its current officers and employees;

fail to use reasonable efforts to preserve its current relationships with customers, suppliers and other persons with whom it has business relations;

declare, set aside, make or pay any dividend or other distribution in respect of its capital stock;

issue any shares of its capital stock (including treasury shares), except pursuant to the Lighthouse stock option plans with respect to the options outstanding on the date of the merger agreement;

issue, grant or authorize any warrants, options, convertible securities or other arrangements or commitments which obligate any person to issue or dispose of any capital stock or other ownership interests, stock appreciation rights, performance units, or other stock equivalents or similar stock-based rights or effect any recapitalization, reclassification, stock dividend, stock split or like change in capitalization;

amend its certificate of incorporation, bylaws or other organizational documents;

impose or permit imposition of any lien on any share of stock held by it in any Lighthouse subsidiary, or permit any such lien to exist;

waive or release any material right or cancel or compromise any debt or claim, in each case other than in the ordinary course of business;

merge with any other entity or permit any other entity to merge into it, or consolidate with any other entity; acquire control over any other entity; or liquidate, sell or otherwise dispose of any assets or acquire any assets other than in the ordinary course of its business consistent with past practices;

fail to comply in any material respect with any laws or governmental actions applicable to it and to the conduct of its business;

increase the rate of compensation of any of its directors, officers or employees (excluding increases in compensation resulting from the exercise of compensatory stock options outstanding as of the date of the merger agreement), or pay or agree to pay any bonus to, or provide any new employee benefit or incentive to, any of its directors, officers or employees, except for increases, payments, contributions and bonuses in the ordinary course of business the amounts of which were already agreed upon with SunTrust;

enter into or modify (except as may be required by applicable law) any pension, retirement, stock option, profit sharing, deferred compensation, consulting, bonus, group insurance or other employee benefit, incentive or welfare contract, plan or arrangement, or any trust agreement related thereto, in respect of any of its directors, officers or other employees, other than renewal of any of the benefits, contracts, plans, or arrangements in the ordinary course of business consistent with past practice;

enter into any material contract not made in the ordinary course of business, any contract relating to the borrowing of money by Lighthouse or a Lighthouse subsidiary or guarantee by Lighthouse or a Lighthouse subsidiary of any obligation, except for Federal Home Loan Bank, or FHLB, advances entered into in the ordinary course of business consistent with past practice (and in the case of any FHLB advances with a term of six months or longer, only after consultation with SunTrust), any

contract relating to the employment or severance of a consultant or the employment, severance, election or retention in office of any present or former director, officer or employee (except with respect to the election of directors by stockholders or the reappointment of officers in the normal course), any contract or transaction with an officer, director or employee of Lighthouse or any contract with a labor union;

change its lending, investment or asset liability management policies in any material respect, except as may be required by applicable law, and except that after the adoption and approval of the merger agreement and the merger by its stockholders and after receipt of the requisite regulatory approvals for the transactions contemplated by the merger agreement and the merger, Lighthouse shall cooperate in good faith with SunTrust to adopt policies, practices and procedures consistent with those utilized by SunTrust, effective on or before the closing date;

change its methods of accounting in effect at September 30, 2002, except as required by changes in GAAP concurred in by SunTrust, or change any of its methods of reporting income and deductions for federal income tax purposes from those employed in the preparation of its federal income tax returns for the fiscal year ended September 30, 2001, except as required by changes in law;

except as disclosed, incur any commitments for capital expenditures or obligation to make capital expenditures in excess of \$25,000 for any one expenditure or \$100,000 in the aggregate;

incur any indebtedness other than deposits from customers, advances from the FHLB or Federal Reserve Bank and reverse repurchase arrangements in the ordinary course of business;

take any action which would or could reasonably be expected to cause the merger not to constitute a reorganization under Section 368 of the Internal Revenue Code as determined by SunTrust, result in any inaccuracy of a representation or warranty contained in the merger agreement which would allow for a termination of the merger agreement, or cause any of the conditions precedent to the transactions contemplated by the merger agreement to fail to be satisfied;

dispose of any material assets other than in the ordinary course of business;

fail to cause the fees, costs and expenses incurred or to be incurred by Lighthouse and the Lighthouse subsidiaries in connection with the merger agreement and the transactions contemplated thereby, including, without limitation, the fees, costs and expenses of financial advisors, accountants and lawyers, to be reasonable; or

agree to do any of the foregoing.

Employee Matters and Non-Compete. Prior to the effective time of the merger, Lighthouse shall cause its 401(k) plan to be terminated in accordance with applicable law and regulations. Each employee of Lighthouse or its subsidiaries who continues in the employment of SunTrust or of any subsidiary of SunTrust for a designated time period will be eligible to participate in SunTrust's 401(k) plan, subject to the eligibility requirements of, and SunTrust's right to amend or terminate, such 401(k) plan.

Each employee of Lighthouse or a Lighthouse subsidiary who becomes an employee of SunTrust or a SunTrust subsidiary immediately following the effective time of the merger shall be eligible to participate in group hospitalization, medical, dental, life, disability and other welfare benefit plans and programs available to employees of SunTrust and its subsidiaries as of a date to be determined by SunTrust for each such plan or program, subject to such employee's being employed by SunTrust or a SunTrust subsidiary as of such date and to complying with eligibility requirements of the respective plans and programs. Until such date as former Lighthouse employees are eligible to participate in a given SunTrust plan or program, SunTrust or a SunTrust subsidiary will continue the comparable Lighthouse plan or program in effect.

With respect to health care coverages, participation in SunTrust's plans may be subject to availability of HMO options. In any case in which HMO coverage is not available, substitute coverage will be provided which may not be fully comparable to the HMO coverage. With respect to any welfare benefit

plan or program of Lighthouse that provides benefits of the same type or class as a corresponding plan or program maintained by SunTrust or a SunTrust subsidiary as determined by SunTrust or such subsidiary in its sole discretion, SunTrust or such SunTrust subsidiary may continue such Lighthouse plan or program in effect for the benefit of the former Lighthouse employees employed by SunTrust so long as they remain eligible to participate and until they become eligible to become participants in the corresponding SunTrust plan or program.

Service with Lighthouse or a Lighthouse subsidiary will be deemed to be service with SunTrust or a SunTrust subsidiary for the purpose of determining eligibility to participate in SunTrust welfare plans and programs, but not for the purpose of computing benefits, if any, determined in whole or in part with reference to service. However, service with Lighthouse or a Lighthouse subsidiary shall not be deemed to be service with SunTrust or a SunTrust subsidiary for purposes of SunTrust's retiree health plan or retiree life plan.

Each Lighthouse employee who becomes an employee of SunTrust or a SunTrust subsidiary shall be eligible to participate in SunTrust's retirement plan (which is a defined benefit pension plan), subject to the former Lighthouse employee's being employed by SunTrust and to the eligibility requirements of the SunTrust retirement plan. Service with Lighthouse or a Lighthouse subsidiary shall be deemed to be service with SunTrust or a SunTrust subsidiary for purposes of determining eligibility to participate and vesting in the SunTrust retirement plan, but shall not be deemed to be service with SunTrust or a SunTrust subsidiary for purposes of benefit accrual in the SunTrust retirement plan.

In connection with the merger agreement, certain executive officers of Lighthouse have entered into non-competition agreements with SunTrust whereby the executives have agreed, for a period of five years after the effective time of the merger or, if applicable, until any earlier termination of the merger agreement, that they will not, absent consent from SunTrust:

provide any management services or business advice to any person or entity with respect to any activities or efforts that compete with Lighthouse's business in Beaufort, Charleston, Colleton, Greenville, Hampton and Jasper counties in South Carolina; or

invest in or make a loan to, other than with respect to certain types of passive investments below a designated threshold, any person or entity which competes with Lighthouse's business in Beaufort, Charleston, Colleton, Greenville, Hampton and Jasper counties in South Carolina.

Directors' and Officers' Insurance and Indemnification. SunTrust or a SunTrust subsidiary will provide and keep in force for a period of three years after the effective time of the merger directors' and officers' liability insurance providing coverage to directors and officers of Lighthouse for acts or omissions occurring prior to the effective time as may be permitted by applicable law. Such insurance shall provide at least the same coverage and amounts as contained in Lighthouse's policy on the date of the merger agreement in the form disclosed by Lighthouse to SunTrust prior to the date of the merger agreement. However, in no event will the annual premium on such policy exceed 150% of the annual premium payments on Lighthouse's policy in effect as of the date of the merger agreement. If the amount of the premiums necessary to maintain or procure such insurance coverage exceeds that amount, SunTrust will use its reasonable efforts to maintain the most advantageous policies of directors' and officers' liability insurance obtainable for a premium equal to that amount.

In addition, to the extent permitted by applicable law, all rights to indemnification by Lighthouse in favor of those persons who are current or former directors and officers of Lighthouse for their acts and omissions occurring prior to the effective time of the merger, as provided in Lighthouse's organizational documents as in effect as of the date of the merger agreement, shall survive the merger and shall be observed by the surviving corporation for a period of six years from the effective time of the merger.

Exchange Listing. Prior to the effective time of the merger, SunTrust will use its reasonable efforts to list (subject to official notice of issuance) on the NYSE the shares of SunTrust common stock to be issued to the holders of Lighthouse common stock pursuant to the merger. SunTrust will give all notices

and make all filings with the NYSE required in connection with the transactions contemplated by the merger agreement.

Third Party Consents. By the effective time of the merger, Lighthouse and its subsidiaries will have obtained all necessary third party consents required by any contracts to the completion of the transactions contemplated by the merger agreement to avoid default under such contract or payment of additional fees in connection with the transactions contemplated by the merger agreement. In addition, Carswell of Carolina, Inc. will have used its best efforts to obtain all necessary consents from all appropriate insurance companies as may be required by certain insurance contracts to avoid a default under or grounds for termination of such contracts.

Conditions to the Completion of the Merger

The respective obligations of SunTrust and Lighthouse to complete the merger are subject to the satisfaction or waiver of the following conditions:

the adoption and approval of the merger agreement and the merger by the Lighthouse stockholders;

the registration statement, of which this document is a part, shall have become effective under the Securities Act, no stop order shall have been issued and no proceedings shall be pending or, to the knowledge of SunTrust, threatened by the SEC, to suspend the effectiveness of the registration statement;

receipt of all governmental consents and approvals required to complete the merger, the passing of all notice periods and waiting periods with respect to such approvals and the effectiveness of all such approvals;

none of SunTrust, Lighthouse or any of their respective subsidiaries shall be subject to any order, decree or injunction of a court or agency of competent jurisdiction which enjoins or prohibits completion of the transactions contemplated by the merger agreement, and there shall not be any law enacted or deemed applicable to the merger that makes completion of the merger illegal; and

the receipt by Lighthouse and SunTrust of an opinion of King & Spalding LLP, SunTrust's outside counsel, to the effect that the merger will be treated for United States federal income tax purposes as a reorganization within the meaning of Section 368 of the Internal Revenue Code and that the stockholders of Lighthouse will not recognize any gain or loss to the extent that such stockholders exchange shares of Lighthouse common stock for shares of SunTrust common stock.

In addition, Lighthouse's obligation to complete the merger is subject to the satisfaction or waiver of the following additional conditions:

the representations and warranties of SunTrust shall be true and correct in all material respects;

SunTrust shall have performed, in all material respects, all obligations and complied in all material respects with all covenants required by the merger agreement;

SunTrust shall have delivered to Lighthouse a certificate, dated the closing date and signed by its Chairman or President or an Executive Vice President, to the effect that certain conditions set forth in the merger agreement, to the extent applicable to SunTrust, have been satisfied;

the shares of SunTrust common stock issuable pursuant to the merger shall have been approved for listing on the NYSE, subject to official notice of issuance; and

there shall have been no developments in the business of SunTrust since September 30, 2002 which have had, or which would be reasonably likely to have, a material adverse effect with respect to SunTrust.

In addition, SunTrust's obligation to complete the merger is subject to the satisfaction or waiver of the following additional conditions:

the representations and warranties of Lighthouse regarding certain matters, including capital structure, organization, standing and authority of Lighthouse and its subsidiaries, authorization and effectiveness of the merger agreement, tax and regulatory matters and state takeover law, shall be true and correct, and other representations and warranties set forth in the merger agreement, shall be true and correct in all material respects;

no regulatory approval shall have imposed any condition or requirement which, in the reasonable opinion of the executive committee of the board of directors of SunTrust, would so materially adversely affect the business or economic benefits to SunTrust of the transactions contemplated by the merger agreement as to render completion of such transactions inadvisable or unduly burdensome;

Lighthouse shall have performed, in all material respects, all obligations and complied in all material respects with all covenants required by the merger agreement;

Lighthouse shall have delivered to SunTrust a certificate, dated the closing date and signed by its Chairman or President, to the effect that certain conditions set forth in the merger agreement, to the extent applicable to Lighthouse, have been satisfied, and that there are no actions, suits, claims, governmental investigations or procedures instituted, pending or, to the best of such officer's knowledge, threatened that may reasonably be expected to have a material adverse effect on Lighthouse or that present a claim to restrain or prohibit the transactions contemplated by the merger agreement;

SunTrust shall have received an opinion of Vorys, Sater, Seymour and Pease LLP, Lighthouse's outside counsel, in the form set forth in the merger agreement;

SunTrust shall have received written agreements from certain affiliates as specified in the merger agreement to the extent necessary, in the reasonable judgment of SunTrust, to promote compliance with Rule 145 promulgated by the SEC;

Jerry T. Caldwell and Terry L. Rohlfs shall have continued in the employment of Lighthouse until the closing, and each of them shall have executed and delivered to SunTrust the employment and consulting agreement and waiver, release and cancellation agreement substantially in the form set forth in the merger agreement;

William C. Thomas and John B. Vann shall each have executed and delivered a management agreement amendment in substantially the form as set forth in the merger agreement;

the members of the board of directors of Lighthouse shall have executed and delivered noncompetition agreements in the form set forth in the merger agreement;

there shall have been no developments in the business of Lighthouse or its subsidiaries since September 30, 2002 which have had, or which would be reasonably likely to have, a material adverse effect with respect to Lighthouse;

all material third party consents required to be obtained in connection with the merger and the transactions contemplated by the merger agreement shall have been obtained and shall be in full force and effect;

SunTrust shall have received a letter from Grant Thornton LLP, Lighthouse's accountants, dated as of the closing date, addressed to SunTrust and reasonably satisfactory in form and substance to SunTrust, updating the letter referred to in the merger agreement;

there shall not be pending or threatened any legal proceeding in which a governmental authority is or is threatened to become a party or is otherwise involved, and neither SunTrust nor Lighthouse shall have received any communication from any governmental authority in which such

governmental authority indicates the possibility of commencing any legal proceeding or taking any other action: (1) challenging or seeking to restrain or prohibit the completion of the merger or any of the other transactions contemplated by the merger agreement; (2) relating to the merger and seeking to obtain from SunTrust, Lighthouse or any of their subsidiaries any damages or other relief that may be material to SunTrust or Lighthouse; (3) seeking to prohibit or limit in any material respect SunTrust's ability to vote, receive dividends with respect to or otherwise exercise ownership rights with respect to the stock of the surviving corporation; (4) that could materially and adversely affect the right of SunTrust or SunTrust Bank Holding Company to own the assets or operate the business of Lighthouse; or (5) seeking to compel SunTrust, Lighthouse or any of their subsidiaries to dispose of, hold separate or license any material asset or right as a result of the merger or any of the other transactions contemplated by the merger agreement; and

Lighthouse must have stockholders equity of not less than \$29,500,000.

Termination of the Merger Agreement

The merger agreement may be terminated and the merger may be abandoned at any time prior to the effective time of the merger:

by the mutual consent in writing of SunTrust and Lighthouse;

by either SunTrust or Lighthouse:

in the event of (1) a material breach by the other party of any covenant or agreement contained in the merger agreement, or (2) an inaccuracy of any representation or warranty of the other party contained in the merger agreement, which inaccuracy would provide the nonbreaching party the ability to refuse to consummate the merger under the applicable standard as set forth in the merger agreement; and, in either case, if such breach or inaccuracy has not been cured by the earlier of thirty days following written notice of such breach to the party committing such breach or the effective time of the merger;

in writing, if any of the conditions precedent to the obligations of the other party to consummate the merger cannot be satisfied or fulfilled prior to the closing, and the party giving the notice is not in material breach of any of its representations, warranties, covenants or undertakings as set forth in the merger agreement;

in writing, if any of the applications for prior approval referred to in the merger agreement are denied, and the time period for appeals and requests for reconsideration has run;

if the required vote of the Lighthouse stockholders to approve the merger was not obtained at the Lighthouse special meeting duly convened therefor or at any adjournment or postponement of the special meeting;

any time following September 30, 2003, in writing, if the effective time of the merger has not occurred by the close of business on such date, and the party giving the notice is not in material breach of any of its representations, warranties, covenants or undertakings as set forth in the merger agreement; or

by SunTrust if Lighthouse's board of directors:

withdraws, modifies or qualifies, or proposes publicly to withdraw, modify or qualify, the approval of the merger agreement, the merger or the recommendation in this proxy statement/ prospectus that Lighthouse's stockholders vote to adopt and approve the merger agreement and the merger;

takes any action inconsistent with its approval or recommendation, in any case whether or not permitted by the terms of the merger agreement;

approves or recommends a third party takeover proposal or fails to recommend against a third party takeover proposal; or

fails to convene the special meeting.

Termination Fee

Under the merger agreement, Lighthouse is obligated to pay to SunTrust \$3 million plus SunTrust's actual out-of-pocket expenses incurred in connection with the merger in the following circumstances:

SunTrust terminates the merger agreement because the board of directors of Lighthouse has withdrawn, modified or qualified, or proposed publicly to withdraw, modify or qualify, in a manner adverse to SunTrust, the approval of the merger agreement, the merger, or the recommendation in this proxy statement/ prospectus to the Lighthouse stockholders to adopt and approve the merger agreement and the merger, or taken any action or made any statement inconsistent with such approval or recommendation, in any case either in accordance with or in violation of the terms of the merger agreement;

either party elects to terminate the merger agreement because the stockholders of Lighthouse did not approve the merger at a duly convened meeting or at any adjournment or postponement thereof and a takeover proposal has been disclosed, announced, submitted or made; or

within 12 months after termination of the merger agreement, Lighthouse enters into any acquisition agreement with any person or entity, other than SunTrust, unless the termination was pursuant to mutual agreement of the parties, was by Lighthouse due to a material breach of the merger agreement by SunTrust, or was by either SunTrust or Lighthouse because of the failure to obtain necessary regulatory approvals solely due to SunTrust.

Lighthouse is required to pay to SunTrust a termination fee equal to \$2,000,000, plus SunTrust's actual out-of-pocket expenses incurred in connection with the merger, if either party terminates the merger agreement due to a failure to obtain regulatory approval, other than a failure solely due to SunTrust, and Lighthouse enters into an acquisition agreement with another person or entity within six months of such termination.

Certain Adjustments

If prior to the effective time of the merger, the outstanding shares of SunTrust common stock or Lighthouse common stock are changed into a different number of shares by reason of any reclassification, recapitalization or combination, stock split, reverse stock split, stock dividend or rights issued in respect of such stock, or any similar event occurs, the merger consideration will be adjusted accordingly to provide to the Lighthouse common stockholders merger consideration with the same economic value as contemplated by the merger agreement prior to such event.

**COMPARISON OF RIGHTS OF STOCKHOLDERS
OF LIGHTHOUSE AND SUNTRUST**

This section of the proxy statement/prospectus describes material differences between the current rights of the holders of Lighthouse common stock and rights those shareholders will have as SunTrust shareholders following the merger. The following discussion is intended only to highlight material differences between the rights of corporate shareholders under Delaware law and Georgia law generally and specifically with respect to Lighthouse stockholders and the holders of SunTrust common stock pursuant to the respective charters and bylaws of Lighthouse and SunTrust. The discussion does not constitute a complete comparison of the differences between the rights of such holders or the provisions of the DGCL, the Georgia Business Corporation Code (the GBCC), SunTrust's articles of incorporation, SunTrust's bylaws, Lighthouse's certificate of incorporation and Lighthouse's bylaws.

The rights of the holders of Lighthouse common stock are governed by Delaware law, Lighthouse's certificate of incorporation and Lighthouse's bylaws. Upon completion of the merger, the rights of the holders of Lighthouse common stock who become SunTrust shareholders as a result of the merger will be governed by Georgia law, and by SunTrust's articles of incorporation and SunTrust's bylaws.

	Lighthouse (Delaware)	SunTrust (Georgia)
Description of common stock	Lighthouse is authorized to issue 5,000,000 shares of common stock, par value \$1 per share. Holders of Lighthouse common stock are entitled to one vote per share.	SunTrust is authorized to issue 750,000,000 shares of common stock, par value \$1.00 per share. Holders of SunTrust common stock are entitled to one vote per share.
Description of preferred stock	Lighthouse is authorized to issue 2,000,000 shares of preferred stock, par value \$1.00 per share. Lighthouse's certificate of incorporation authorizes the board of directors to fix or change, to the fullest extent permitted by the DGCL, the division of such shares into series or classes and the designation and authorized number of shares of each class or series, the dividend rate, the dates of payment of dividends and the dates from which they are cumulative, liquidation prices, redemption rights and prices, sinking fund requirements, conversion rights, restrictions on the issuance of shares of any class or series, subject to the rights provided by law, and any other rights, preferences and limitations that are not inconsistent with the foregoing. Currently, no shares of Lighthouse preferred stock are outstanding.	SunTrust's articles of incorporation authorize the board of directors to issue 50,000,000 shares of preferred stock, no par value. Subject to the GBCC, SunTrust's articles of incorporation authorize the board of directors at any time and from time to time to provide for the issuance of shares of the preferred stock in one or more series, with such voting powers, full or limited, but not to exceed one vote per share, or without voting powers, and with such designations, preferences and relative, participating, optional or other special rights, qualifications, limitations or restrictions, as shall be fixed and determined in the resolution or resolutions providing for the issuance of the preferred stock adopted by the board of directors. Currently, no shares of SunTrust's preferred stock are outstanding.
Special meeting of shareholders	Under the DGCL a special meeting of stockholders may be called by the board of directors or any other person authorized to do so in the certificate of incorporation or the bylaws. Lighthouse's bylaws allow the board of directors, the chairman or the president to call a special meeting of stockholders and require the chairman or the president to call a special meeting at the request in writing of a majority of the board of directors, or at the request in writing of a majority of the shares of stock entitled to vote at the special meeting.	Under the GBCC, a special meeting of shareholders may be called by the board of directors or any other person authorized to do so in the articles of incorporation or the bylaws. In addition, the GBCC provides that a special meeting of shareholders may also be called by the holders of at least 25% of all votes entitled to be cast on any issue proposed to be considered at a special meeting or such greater or lesser percentages as the articles of incorporation or the bylaws provide. SunTrust's bylaws allow the chairman, the president or the board of directors to call a special meeting, and provide that a special meeting shall be called by the board of directors upon written demand of the holders of more than 50% of the outstanding common stock.

	Lighthouse (Delaware)	SunTrust (Georgia)
Action by written consent in lieu of a shareholders meeting	<p>Unless prohibited by the terms of a corporation's certificate of incorporation, the DGCL provides that stockholders may take action by written consent in lieu of voting of a stockholders meeting if signed by the holders of outstanding stock having not less than the minimum number of votes that would have been required to approve such action. Lighthouse's bylaws contain the identical provisions and Lighthouse's certificate of incorporation does not provide otherwise.</p>	<p>The GBCC permits shareholders to act without a meeting only by unanimous written consent of the shareholders entitled to vote on the action, unless otherwise provided by the articles of incorporation. SunTrust's articles of incorporation do not provide otherwise.</p>
Advance notice provisions for shareholder proposals at annual or special meetings	<p>Lighthouse's bylaws provide that written notice of an annual or special meeting shall be given not less than 10 nor more than 60 days before the meeting, stating the date, time and purpose of the meeting.</p>	<p>SunTrust's bylaws provide that to be properly brought before a meeting of the shareholders, a business and proposal must be:</p> <ul style="list-style-type: none"> specified in the notice of the meeting; otherwise properly brought before the meeting by or at the direction of the board of directors; or brought by shareholders who comply with the advance notice requirements set forth in the Bylaws. The advance notice requirements in the SunTrust Bylaws provide that for shareholder business or a shareholder proposal to be brought before a meeting, the shareholder must give notice of the business or proposal in writing to the corporate secretary not less than 90 and not more than one hundred 120 days prior to the meeting, provided that if less than one hundred days notice or prior public disclosure of the date for the meeting is given, then the shareholder notice must be delivered no later than the close of business on the 10th day following the earlier of the day on which the notice of the date of the meeting was mailed and the day on which the public disclosure of the date of the meeting was made. <p>In addition, the notice to the corporate secretary must include:</p> <ul style="list-style-type: none"> a brief description of, and reasons for, the proposal; the name and address of the person submitting the proposal; their class and number of shares beneficially owned by the person submitting the proposal; and any financial or other material interest of the person submitting the proposal might have in the proposal.
Nomination of Directors	<p>The Lighthouse bylaws provide that a nominee for election as a director may be proposed only by either:</p> <ul style="list-style-type: none"> the board of directors; or any stockholder entitled to vote for the election of directors. <p>The stockholder nomination must be submitted in writing to the chairman or the president of the corporation.</p> <p>In the case of a nominee proposed for election at an annual meeting, the stockholder's written notice must</p>	<p>The SunTrust bylaws provide that nominations of directors may be made</p> <ul style="list-style-type: none"> at a shareholders meeting; at the direction of the board of directors; by any nominating committee or any person appointed by the board of directors or by any shareholder of the corporation entitled to vote for the election of directors. <p>Nominations must also be submitted in writing to the corporate secretary and must specify the class to which the nominee is nominated.</p>

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be received by the chairman or the president on or
before the later of:

March 1 immediately preceding the annual meeting;
or

To be timely, the shareholder's written notice must be
delivered to the corporation's executive offices in
writing not less than 90 and not more than 120 days
prior to the meeting, regardless of any

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Lighthouse (Delaware)

SunTrust (Georgia)

the 60th day prior to the first anniversary of the preceding annual meeting; provided that if the annual meeting in any year is not to be held either:

after March 31; or

on or before the 31st day following the anniversary of the annual meeting from the preceding year; then, the stockholder's written notice must be received by the chairman or the president with 30 days prior to the date of the meeting.

In the case of a nominee proposed for election at a special meeting, the stockholder's written notice must be received by the president or the chairman no later than the close of business on the 7th day following the day notice of the special meeting was mailed to stockholders.

The stockholder's written notice must include the following information for each nominee:

name, age and business and residence addresses; principal occupation or employment; and number of shares beneficially owned and/or of record.

Number of directors

Lighthouse's bylaws provide that the number of directors shall be fixed by a majority of the directors. Currently, the Bylaws the number of directors is fixed at 6.

Classified board of directors

Lighthouse's board of directors is divided into three classes with two directors in each class. One class of two members is elected annually. Each class of directors is elected until a successor is elected and qualified or until the director's resignation, removal from office, death or incapacity.

Classification of directors makes it more difficult for stockholders to change the composition of the board of directors.

Election of directors

Since Lighthouse has a classified board of directors, at least two annual meetings of stockholders will generally be required to change a majority of the board of directors. If Lighthouse was confronted by a stockholder attempting to force a proxy contest, a tender or exchange offer or other extraordinary corporate transaction, the extended time period required to replace a majority of the board of directors would allow the board sufficient time to review the proposal, provide the board with an opportunity to review available alternatives to the proposal and act in what it believes to be the best

postponements or adjournments; provided that if less than 100 days notice or prior public disclosure of the date for the meeting is given, then the shareholder's written notice must be delivered no later than the close of business on the 10th day following the earlier of:

the day on which the notice of the date of the meeting was mailed; or

the day on which the public disclosure of the date of the meeting was made.

The shareholder's written notice must include the following information for each nominee:

name, age and business and residence addresses; principal occupation or employment; number of shares beneficially owned; signed consent of the nominee to serve, if elected; and any other information required under Regulation 14A of the Securities Exchange Act of 1934, as amended.

In addition, the shareholder's written notice must include the following information with respect to the shareholder:

name, age and residence addresses; and number of shares beneficially owned.

The SunTrust bylaws provide that the number of the board of directors shall be fixed by the board of directors. In addition, the SunTrust bylaws provide that in the absence of the board setting the number, the number shall be 15. Presently, SunTrust's board of directors consists of 15 members.

The GBCC provides that a corporation's board of directors may be divided into various classes with staggered terms of office. SunTrust's board of directors is divided into three classes, as nearly equal in size as possible, with one class being elected annually. SunTrust's directors are elected to a term of three years.

Classification of directors makes it more difficult for shareholders to change the composition of the board of directors.

Since SunTrust has a classified board of directors, at least two annual meetings of shareholders will generally be required to change a majority of the board of directors. If SunTrust was confronted by a holder attempting to force a proxy contest, a tender or exchange offer or other extraordinary corporate transaction, the extended time period required to replace a majority of the board of directors is designed to allow the board sufficient time to review the proposal, provide the board with an opportunity to review available alternatives to the proposal and act in what it believes to be in the best interests of shareholders. These factors

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interests of stockholders. These factors may have the effect of deterring such proposals or make them less likely to succeed. Under the DGCL, the certificate of incorporation

may have the effect of deterring such proposals or making them less likely to succeed.

Under the GBCC shareholders do not have

**Lighthouse
(Delaware)**

**SunTrust
(Georgia)**

may provide for cumulative voting rights in the election of directors. Lighthouse's certificate of incorporation expressly prohibits cumulative voting rights in the election of directors.

cumulative voting rights for the election of directors unless the articles of incorporation so provide. SunTrust's articles of incorporation do not provide for cumulative voting rights.

Removal of directors

The DGCL provides that classified directors of a corporation may only be removed for cause by the holders of a majority of the shares entitled to vote on their election, unless the certificate of incorporation otherwise provides. Lighthouse's certificate of incorporation does not provide otherwise.

The GBCC provides that classified directors of a corporation may be removed only for cause by a majority of the votes entitled to be cast on their election, unless the articles of incorporation or a bylaw adopted by the shareholders provides otherwise. However, if a director is elected by a particular voting group of directors, that director may only be removed by the requisite vote of that voting group.

SunTrust's bylaws provide that any director or the entire SunTrust board of directors may be removed, with or without cause, by the affirmative vote of the holders of 75% of the outstanding shares of SunTrust common stock, including the affirmative vote of at least 75% of the outstanding shares of SunTrust common stock not beneficially owned by a 10% or greater shareholder.

Board of director vacancies

Under the DGCL, unless the certificate of incorporation or bylaws provide otherwise, the board of directors may fill any vacancy on the board, including newly created directorships resulting from an increase in the number of directors.

The GBCC provides that vacancies on the board of directors may be filled by the shareholders or directors, unless the articles of incorporation or a bylaw approved by the shareholders provides otherwise.

Lighthouse's bylaws provide that vacancies on the board of directors may be filled by a majority of directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the end of the term to which they are appointed and until their successors are duly elected and qualified, or until their earlier death, resignation or removal

SunTrust's bylaws provide that a vacancy shall be filled by the board of directors. Any director so elected shall hold office until the next annual meeting of the shareholders.

Indemnification

Lighthouse's bylaws provide that Lighthouse shall indemnify any person who was or is a party or is threatened to be made a party to any type of proceeding, including an action by or in the right of the corporation, because he or she is or was an officer, director, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or entity, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with the proceeding:

if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; and

in the case of a criminal proceeding, he or she had no reasonable cause to believe that his or her conduct was unlawful.

SunTrust's bylaws provide that SunTrust shall indemnify an individual who is made a party to a proceeding because he or she is or was a director, officer or employee if he or she conducted himself or herself in good faith and, in the case of conduct in his or her official capacity, he or she reasonably believed his or her conduct was in the best interest of the corporation, or in all other cases, he or she reasonably believed his or her conduct was at least not opposed to the best interests of the corporation, and in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of a proceeding by judgment, order, settlement or conviction, or upon plea of nolo contendere or its equivalent is not determinative that a person met the appropriate standard of conduct.

SunTrust's bylaws further provide that the corporation shall not indemnify a person in connection with:

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Lighthouse s bylaws provide that to the extent a present or former officer or director of the corporation has been successful on the merits or

a proceeding by or in right of the corporation, except for reasonable expenses if it is determined

**Lighthouse
(Delaware)**

otherwise in defense of any action or proceeding referred to in the preceding paragraph, the corporation shall promptly indemnify him or her against expenses actually and reasonably incurred by him or her in connection with the proceeding.

Lighthouse's bylaws provide that prior to indemnifying an individual, a determination must be made that such person has met the applicable standard of conduct. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, by:

- a majority vote of a quorum consisting of directors who are not parties to such action, suit or proceeding;

- independent legal counsel in a written opinion if there are no such directors, or if such directors so direct;

- the stockholders; or

- the Delaware Chancery court or (if Lighthouse is a party to the action) in the court in which the action is brought. Lighthouse's bylaws provide that a corporation may advance expenses, including attorney's fees, to a director or officer as long as any director or officer receiving an advance promises in writing to repay the amounts advanced if it is ultimately determined that such director or officer is not entitled to be indemnified.

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(Georgia)**

that the person has met the standard of conduct set forth in the preceding paragraph; or

- for conduct if the person is judged liable for improperly receiving a personal benefit, whether or not involving action in his or official capacity.

SunTrust's bylaws provide that upon receipt of a claim for indemnification by an employee, officer or director, the corporation must make a determination that indemnification is permissible under the circumstances. The determination shall be made by:

- if there are two or more disinterested directors, a majority vote of the disinterested directors or a majority of the members of a committee of two or more disinterested directors;

- special legal counsel selected either by the board of directors as provided in the previous clause or, if there are fewer than two disinterested directors, then by all directors; or

- the shareholders, excluding any shares under the control of a director who does not qualify as disinterested

Pursuant to the SunTrust bylaws, the authorization of indemnification is made in the same manner as the determination set forth above, provided that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, then the authorization shall be made by the entire board of directors.

The SunTrust bylaws permit the corporation to advance expenses to directors and officers as long as the director, officer, employee or agent receiving an advance:

- furnishes the corporation a written affirmation of his good faith belief that he has met the applicable standards of conduct; and

- undertakes to repay the amounts advanced if it is ultimately determined that such director or officer was not entitled to be indemnified.

The SunTrust bylaws permit an employee, officer or director who is a party to a proceeding because he or she is an employee, officer or director to apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. The court shall order indemnification if (1) the person is entitled to indemnification under the SunTrust bylaws; or (2) in view of all the relevant circumstances, it is fair and reasonable to indemnify or advance expenses, even if (x) the person has not met the standard of conduct or (y) the person was judged liable in a proceeding by or in right of the corporation or for receiving an improper benefit, but in the case of clause (y) only for reasonable expenses, unless the shareholders approve otherwise.

Finally, the SunTrust bylaws provide that the shareholders may vote, by majority of all the votes cast excluding the votes of any shares under the control of an interested director, to indemnify a

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(Georgia)**

**Limitations on liability
of directors**

Lighthouse's certificate of incorporation eliminates personal liability of a director of Lighthouse or its stockholders for monetary damages for breach of fiduciary duty as director, other than with respect to:

- breaches of the director's duty of loyalty to the corporation or its stockholders;
- acts or omissions not in good faith involving intentional misconduct or knowing violations of law;
- the payment of unlawful dividends or unlawful stock repurchases or redemptions; or
- any transaction in which the director received an improper personal benefit.

**Business combination
restrictions**

Lighthouse is not subject to the Delaware business combination statute because it does not have a class of voting stock held of record by more than 2,000 stockholders.

person made party to a proceeding, including a proceeding by or in right of the corporation, without regard to any other limits in the SunTrust bylaws except for:

- any appropriation in violation of duty with respect to any business opportunity of the corporation;
- intentional misconduct or knowing violations of law;
- unlawful distributions; or
- any transaction in which the person received an unlawful benefit.

SunTrust's articles of incorporation eliminate a director's personal liability for monetary damages to SunTrust or any of its shareholders, for any action taken as a director, except that such liability is not eliminated for:

- any appropriation, in violation of such director's duties, of any business opportunity of SunTrust;
- acts or omissions which involve intentional misconduct or a knowing violation of law;
- unlawful distributions; or
- any transaction from which the director received an improper personal benefit.

SunTrust's articles of incorporation provide that if at any time Georgia law is amended to further eliminate or limit the liability of a director, then the liability of each director of SunTrust shall be limited to the fullest extent permitted thereby.

The SunTrust bylaws provide that any business combination requires the affirmative vote of the holders of at least 75% of the then outstanding common stock of the corporation, including the affirmative vote of the holders of at least 75% of the then outstanding common stock not beneficially owned by the interested shareholder. Business combination is defined to include the following:

- a merger or consolidation of the company or any subsidiary with an interested shareholder (defined generally as a person beneficially owning 10% or more of the outstanding common stock of the corporation) or an affiliate of an interested shareholder;
- a sale or other disposition with or to any interested shareholder of assets having a fair market value in excess of \$1,000,000;
- the issuance by the corporation of securities to any interested shareholder or an affiliate of an interested shareholder in exchange for cash or other consideration in excess of \$1,000,000;
- the adoption of any plan for liquidation or dissolution proposed by an interested shareholder; or
- any reclassification of securities or subsidiary merger which increases the equity ownership of any interested shareholder

The restrictions are not applicable if the business

combination has been approved by three-fourths (3/4) of all the directors of the Company or if the transaction meets all of the fair price criteria set

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(Georgia)**

forth in the SunTrust articles of incorporation intended to assure that all shareholders receive a fair price and equivalent consideration for their shares regardless of when they sell to the acquiring party.

The fair price requirements are designed to deter unfriendly acquisitions that do not satisfy the specified fair price requirements.

The GBCC authorizes Georgia corporations to adopt a provision which prohibits business combinations with interested shareholders occurring within five years of the date a person first becomes an interested shareholder. For purposes of this statute, business combinations are defined to include mergers, sales of 10% or more of the corporation's net assets, and certain issuances of securities, all involving the corporation and any interested shareholder. With limited exceptions, the Georgia business combination statute requires approval of a subject transaction in one of three ways:

prior to such person becoming an interested shareholder, the corporation's board of directors must have approved the business combination or the transaction which resulted in the shareholder becoming an interested shareholder;

the interested shareholder must acquire at least 90% of the outstanding voting stock of the corporation (other than shares owned by officers, directors of SunTrust and its affiliates and associates) in the same transaction in which such person becomes an interested shareholder;

or subsequent to becoming an interested shareholder, such person acquires additional shares resulting in ownership of at least 90% of the Voting Stock, other than shares owned by officers, directors of SunTrust and its affiliates and associates, and obtains the approval of the business combination by the holders of a majority of the shares entitled to vote thereon, exclusive of the shares held beneficially by the interested shareholder and its affiliates and shares owned by officers, directors and their affiliates and associates.

For purposes of both the fair price provisions of the SunTrust bylaws and the business combination statute, an interested shareholder is defined as a person or entity that is the beneficial owner of 10% or more of the voting power of the corporation's voting stock, or a person or entity that is an affiliate of the corporation and, at any time within the two-year period immediately prior to the date in question, was the beneficial owner of 10% or more of the voting power of the corporation's voting stock. SunTrust has elected in its articles of incorporation to be governed by the business combination statute.

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**Vote on extraordinary
corporate**

The DGCL provides that, unless a corporation's certificate of incorporation requires a greater vote of the stockholders or the Delaware business

Under the GBCC, a sale or other disposition of all or substantially all of the corporation's assets, a merger of the corporation with and into another

	Lighthouse (Delaware)	SunTrust (Georgia)
transactions	<p>combination statute discussed above applies then (a) a sale, lease or substantially all of the corporation's assets, (b) a merger or consolidation of the corporation with another corporation or (c) a dissolution of the corporation, requires the affirmative vote of the board of directors, except in certain limited circumstances, plus, with certain exceptions, the affirmative vote of a majority of the outstanding stock entitled to vote thereon.</p> <p>In addition, Lighthouse's certificate of incorporation provides that, unless expressly otherwise provided by statute, if the directors, by the affirmative vote of not less than a majority of the whole authorized number of directors, shall recommend against the approval of any of the following transactions, then the affirmative vote of the holders of at least 75% of the voting stock of the corporation entitled to vote shall be required to adopt:</p> <ul style="list-style-type: none"> an amendment to the certificate of incorporation; a new or amended bylaw provision; a proposal to change the number of directors by the stockholders; an agreement of merger or consolidation for the proposed merger of the corporation with or into another corporation; a proposed sale of all or substantially all of the assets of the corporation; or a proposed dissolution of the corporation. 	<p>corporation, a share exchange involving one or more classes or series of the corporation's shares or a dissolution of the corporation must be approved by the board of directors (except in certain limited circumstances) plus, with certain exceptions, the affirmative vote of the holders of a majority of all shares of stock entitled to vote thereon.</p> <p>In addition, the SunTrust articles of incorporation provide that the affirmative vote of at least 75% of the outstanding common stock, including 75% of the outstanding common stock not beneficially owned by an interested shareholder, is required to amend or adopt any provision inconsistent with the fair price provisions of the SunTrust articles of incorporation or the section of Article II (Directors) of the SunTrust bylaws.</p>
Par value, dividends and repurchases of shares	<p>The DGCL permits a corporation to declare and pay dividends out of surplus or, if there is no surplus, out of the net profits for the fiscal year in which the dividend is declared and/or for the preceding fiscal year as long as the amount of capital of the corporation following the declaration and payment of the dividend is not less than the aggregate amount of the capital represented by the issued and outstanding stock of all classes having a preference upon the distribution of assets. Under the DGCL, a corporation may purchase or, if so provided in the corporation's certificate of incorporation, redeem shares of any class of its capital stock, but subject generally to there being no impairment of capital of the corporation and provided that immediately following any such redemption, the corporation generally must have outstanding shares of one or more classes or series of capital stock which have full voting rights.</p>	<p>Under the GBCC, a corporation may make distributions to its shareholders subject to any restrictions imposed in the corporation's articles of incorporation, except that no distribution may be made if as a result the corporation would not be able to pay its debts as they become due in the usual course of business or its total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the corporation were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution or shareholders whose preferential rights are superior to those receiving the distribution.</p> <p>Under the GBCC, a corporation may acquire its own shares of capital stock and shares so acquired will constitute authorized but unissued shares, unless the articles of incorporation provide that such shares become treasury shares or prohibit the reissuance of reacquired shares. If such reissuance is prohibited, the number of authorized shares will be reduced by the number of shares reacquired.</p>
Dissenters or appraisal rights	<p>The DGCL provides stockholders of a Delaware corporation appraisal rights in connection with mergers and consolidations generally, provided the stockholder complies with certain procedural</p>	<p>The GBCC provides that shareholders who comply with certain procedural requirements of the GBCC are entitled to dissent from and obtain payment of the fair value of their shares in the event of mergers, share</p>

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requirements of the DGCL. However, this right to demand appraisal does not apply to stockholder if:
they are stockholders of the surviving corporation and a vote of the stockholders of such corporation is not necessary to authorize the merger or

exchanges, sales or exchanges of all or substantially all of the corporation's assets, amendments to the articles of incorporation that materially and adversely affects certain rights in respect of a dissenter's shares and certain other

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consolidation; or

the shares held by the stockholders are of a class or series listed on a national securities exchange, designated as a national market system security on an interdealer quotation system by the National Association of Securities Dealers or are held of record by more than 2,000 stockholders, in each case on the record date set to determine the stockholders entitled to vote on the merger or consolidation.

Notwithstanding the above, appraisal rights are available for the shares of any class or series of stock of a Delaware corporation if the holders thereof are required by the terms of an agreement of merger or consolidation to accept for their stock anything except:

- shares of stock of the corporation surviving or resulting from the merger or consolidation;
- shares of stock of any other corporation which at the effective date of the merger or consolidation will be listed on a national securities exchange, designated as a national market system security on an interdealer quotation system by the National Association of Securities Dealers or held of record by more than 2,000 stockholders;
- cash in lieu of fractional shares of the corporations described in either of the above; or
- any combination of the shares of stock and cash in lieu of fractional shares described in any of the three above.

A Delaware corporation may provide in its certificate of incorporation that appraisal rights shall be available for the shares of any class or series of its stock as the result of an amendment to its certificate of incorporation, any merger or consolidation to which the corporation is a party, or the sale of all or substantially all of the assets of the corporation.

Lighthouse has not made such an election in its certificate of incorporation.

Amendments to charter

Under the DGCL, unless a greater vote is required by the certificate of incorporation, an amendment to the certificate of incorporation generally may be approved by a majority of the outstanding shares entitled to vote upon the proposed amendment following the adoption of a resolution by the board of directors supporting the advisability of such amendment.

actions taken pursuant to a shareholder vote to the extent provided for under the GBCC, the articles of incorporation, bylaws or a resolution of the board of directors. However, unless the corporation's articles of incorporation provide otherwise, appraisal rights are not available:

- to holders of shares of any class of shares not entitled to vote on the transaction;
- in a sale of all or substantially all of the property of the corporation pursuant to court order;
- in a sale of all or substantially all of the corporation's assets for cash,
- where all or substantially all of the net proceeds of such sale will be distributed to the shareholders within one year; or
- to holders of shares which at the record date were either listed on a national securities exchange or held of record by more than 2,000 shareholders, unless: (1) in the case of a plan of merger or share exchange, the holders of shares of the class or series are required under the plan of merger or share exchange to accept for their shares anything except shares of the surviving corporation or a publicly held corporation which at the effective date of the merger or share exchange are either listed on a national securities exchange or held of record by more than 2,000 shareholders, except for scrip or cash payments in lieu of fractional shares; or (2) the articles of incorporation or a resolution of the board of directors approving the transaction provides otherwise. Appraisal rights under the GBCC differ from appraisal rights under the DGCL in that, under the GBCC, shareholders have appraisal rights for more types of transactions than under the DGCL, and unlike the appraisal rights provisions under the DGCL, under the GBCC the board of directors may voluntarily extend appraisal rights to shareholders. In addition, the GBCC provides that, if a shareholder is entitled to exercise appraisal rights, those rights constitute the shareholder's exclusive remedy in the absence of fraud or failure to comply with certain procedural requirements.

The GBCC provides that certain relatively technical amendments to a corporation's articles of incorporation may be adopted by the directors without shareholder action. Generally, the GBCC requires a majority vote of the outstanding shares of each voting group entitled to vote to amend the articles of incorporation, unless the GBCC, the articles of incorporation, or a bylaw adopted by the shareholders requires a greater number of affirmative votes. SunTrust's articles of incorporation provide that the affirmative vote of at least 75% of the outstanding common stock, including 75% of the outstanding common stock not beneficially owned by an interested shareholder, is required to amend or adopt any provision inconsistent with the fair price provisions

	Lighthouse (Delaware)	SunTrust (Georgia)
Amendments to Bylaws	<p>Under the DGCL, the power to amend the bylaws of a corporation is vested in the stockholders, but a corporation in its certificate of incorporation may also confer such power upon the board of directors. Under Lighthouse's certificate of incorporation, the board of directors is expressly authorized to make, amend or repeal Lighthouse's bylaws by the affirmative vote of at least a majority of the directors then in office.</p>	<p>Under the GBCC, shareholder action is generally not necessary to amend the bylaws, unless the articles of incorporation provide otherwise or the shareholders in amending or repealing a particular bylaw provide expressly that the board of directors may not amend or repeal that bylaw. The shareholders do, however, have the right to amend, repeal or adopt bylaws, except for bylaws that restrict the power of the board to manage the business. Under SunTrust's bylaws, the board of directors has the power to alter, amend or repeal the bylaws or adopt new bylaws, but any bylaws adopted by the board of directors may be altered, amended or repealed, and new bylaws adopted, by the shareholders. However, SunTrust's articles of incorporation provide that, notwithstanding any provision of SunTrust's bylaws the affirmative vote of at least 75% of the outstanding common stock, including 75% of the outstanding common stock not beneficially owned by an interested shareholder, or the vote of 75% or more of the directors is required to amend Article II (Directors) of the SunTrust bylaws.</p>

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS
OF LIGHTHOUSE FINANCIAL SERVICES, INC.**

This discussion and analysis reflects Lighthouse's consolidated financial statements and other relevant statistical data and is intended to enhance your understanding of our financial condition and results of operations. Our consolidated financial statements for the three-month periods ended December 31, 2002 and 2001, and the years ended September 30, 2002, 2001 and 2000 have been prepared by applying accounting policies relevant to the business of Lighthouse and its subsidiaries. Application of certain accounting policies requires management to make estimates and assumptions about the effect of matters that are inherently uncertain. These estimates and assumptions affect the reported amounts of certain assets, liabilities, revenues and expenses. Different amounts could be reported under different conditions, or if different assumptions were used in the application of certain accounting policies. In this respect, the accounting policy considered by us to be critical relates to the determination of the allowance for loan losses. This accounting policy is discussed in "Business of Lighthouse Financial Services, Inc. Allowance for Loan Losses".

General

Lighthouse conducts no business other than owning all of the common stock of LCB and other wholly owned subsidiaries. Consequently, its net earnings depend primarily on the net earnings of LCB and these other subsidiaries. The net earnings of LCB are derived primarily from net interest income, which is the difference between interest income earned on investments in loans, mortgage-backed securities and other investment securities, and its cost of funds, consisting of interest paid on deposits and borrowings. LCB's net earnings also are affected by its provision for loan losses, as well as by the amount of other income, including income from fees and service charges and net gains and losses on sales of loans and investments, and operating expenses, such as employee compensation and benefits, deposit insurance premiums, occupancy and equipment costs, and income taxes. In addition, net earnings are affected significantly by general economic and competitive conditions, particularly changes in market interest rates, government policies and actions of regulatory authorities, which events are beyond Lighthouse management's control.

Average Balance, Yield, Rate and Volume Data

The following table sets forth certain information relating to Lighthouse's average balance sheet information and reflects the average yield on interest-earning assets and the average cost of interest-bearing liabilities for the years indicated. Such yields and costs are derived by dividing income or expense by the average monthly balance of interest-earning assets or interest-bearing liabilities, respectively, for the years presented. Average balances are derived from month-end balances, which include nonaccruing loans in the loan portfolio, net of the allowance for loan losses. Lighthouse's management does not believe that the use of month-end balances instead of daily balances has caused any material differences in the information presented.

Three months ended December 31,

	2002			2001		
	Average outstanding balance	Interest earned/paid	Yield/rate	Average outstanding balance	Interest earned/paid	Yield/rate
(Dollars in thousands)						
Interest-earning assets:						
Loans receivable(1)	\$523,279	\$7,910	6.05%	\$417,035	\$7,735	7.42%
Mortgage-backed securities and other	51,994	510	3.92	56,570	723	5.11
Investment securities(2)	10,119	121	4.78	3,574	40	4.48
Total interest-earning assets	585,392	8,541	5.84	477,179	8,498	7.12
Non-interest-earning assets	7,006			3,917		
Total assets	\$592,398			\$481,096		
Interest-bearing liabilities:						
Deposits	\$412,484	\$2,873	2.79%	\$331,983	\$3,536	4.26%
FHLB advances and other borrowings	137,596	1,324	3.85	113,591	1,278	4.50
Total interest-bearing liabilities	550,080	4,197	3.05	445,574	4,814	4.32
Non-interest-bearing liabilities	11,968			12,976		
Total liabilities	562,048			458,550		
Stockholders' equity	30,350			22,546		
Total liabilities and stockholders' equity	\$592,398			\$481,096		
Net interest income/interest rate spread		\$4,344	2.79%		\$3,684	2.80%
Net interest margin (net interest income as a percent of average interest-earning assets)			2.97%			3.09%
Average interest-earning assets to interest-bearing liabilities			106.42%			107.09%

(1) Includes loans held for sale and nonaccrual loans.

(2) Includes interest-earning deposits in other financial institutions.

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Year ended September 30,

	2002			2001			2000		
	Average outstanding balance	Interest earned/paid	Yield/rate	Average outstanding balance	Interest earned/paid	Yield/rate	Average outstanding balance	Interest earned/paid	Yield/rate
(Dollars in thousands)									
Interest-earning assets									
Loans receivable(1)	\$ 429,218	\$ 29,440	6.86%	\$ 392,010	\$ 32,840	8.38%	\$ 345,162	\$ 27,868	8.07%
Mortgage-backed securities and other	47,764	2,199	4.60	21,291	1,063	4.99	17,593	1,145	6.51
Investment securities(2)	4,424	179	4.05	13,570	904	6.66	23,683	1,427	6.03
Total interest-earning assets	481,406	31,818	6.61	426,871	34,807	8.15	386,438	30,440	7.88
Non-interest-earning assets	9,854			10,523			4,748		
Total assets	\$ 491,260			\$ 437,394			\$ 391,186		
Interest-bearing liabilities:									
Deposits	\$ 346,296	12,302	3.55	\$ 311,961	17,445	5.59	\$ 271,661	15,509	5.71
FHLB advances and other borrowings	107,333	4,842	4.51	91,319	5,501	6.02	96,394	6,101	6.33
Total interest-bearing liabilities	453,629	17,144	3.78	403,280	22,946	5.69	368,055	21,610	5.87
Non-interest-bearing liabilities	12,678			14,223			5,373		
Total liabilities	466,307			417,503			373,428		
Stockholders equity	24,953			19,891			17,758		
Total liabilities and stockholders equity	\$ 491,260			\$ 437,394			\$ 391,186		
Net interest income/interest rate spread		\$ 14,674	2.83%		\$ 11,861	2.46%		\$ 8,830	2.01%
Net interest margin (net interest income as a percent of average interest-earning assets)			3.05%			2.78%			2.28%
Average interest-earning assets to interest-bearing liabilities			106.12%			105.85%			104.99%

(1) Includes loans held for sale and nonaccrual loans

(2) Includes interest-earning deposits in other financial institutions.

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Rate/Volume Table

The table below describes the extent to which changes in interest rates and changes in volume of interest-earning assets and interest-bearing liabilities have affected Lighthouse's interest income and expense during the periods indicated. For each category of interest-earning assets and interest-bearing liabilities, information is provided on changes attributable to (1) changes in volume (change in volume multiplied by prior year rate), (2) changes in rate (change in rate multiplied by prior year volume) and (3) total changes in rate and volume. The combined effects of changes in both volume and rate, which cannot be separately identified, have been allocated proportionately to the change due to volume and the change due to rate.

	Year ended September 30,								
	Three months ended December 31, 2002 vs. 2001			2002 vs. 2001			2001 vs. 2000		
	Increase (Decrease) Due To			Increase (Decrease) Due To			Increase (Decrease) Due To		
	Volume	Rate	Total	Volume	Rate	Total	Volume	Rate	Total
Interest income attributable to:									
Loans receivable(1)	\$ 1,758	\$(1,583)	\$ 175	\$ 2,926	\$(6,326)	\$(3,400)	\$ 3,875	\$ 1,097	\$ 4,972
Mortgage-backed securities and other	(52)	(161)	(213)	1,225	(89)	1,136	214	(296)	(82)
Investment securities(2)	78	3	81	(458)	(267)	(725)	(765)	242	(523)
Total interest income	1,784	(1,741)	43	3,693	(6,682)	(2,989)	3,324	1,043	4,367
Interest expense attributable to:									
Deposits	734	(1,397)	(663)	1,757	(6,900)	(5,143)	2,267	(331)	1,936
Borrowings	266	(220)	46	864	(1,523)	(659)	(311)	(289)	(600)
Total interest expense	1,000	(1,617)	(617)	2,621	(8,423)	(5,802)	1,956	(620)	1,336
Increase (decrease) in net interest income	\$ 784	\$ (124)	\$ 660	\$ 1,072	\$ 1,741	\$ 2,813	\$ 1,368	\$ 1,663	\$ 3,031

(1) Includes loans held for sale.

(2) Includes interest-bearing deposits.

Discussion of Changes in Financial Condition

Lighthouse's consolidated assets totaled \$624.1 million at December 31, 2002, an increase of \$46.7 million over September 30, 2002, levels. The increase was primarily funded by a \$31.0 million increase in deposits, a \$13.2 million increase in borrowings and a \$2.4 million increase in stockholders' equity.

Cash and interest-bearing deposits decreased during the three months ended December 31, 2002, by \$277,000, or 1.4%. Mortgage-backed securities and other interest-earning assets totaled \$24.1 million, a decrease of \$17.1 million, or 41.5%. During the three months ended December 31, 2002, sales of mortgage-backed securities totaled \$20.0 million. Investment securities totaled \$10.4 million, a decrease of \$32,000, or 0.3%, from the September 30, 2002 levels.

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Loans receivable, including loans held for sale, totaled \$548.3 million at December 31, 2002, an increase of \$62.9 million, or 13.0%. During the 2002 three-month period, management continued its strategy of deploying savings growth into the loan portfolio.

Deposits increased by \$31.0 million, or 8.2%, to a total of \$408.6 million at December 31, 2002. Advances from the FHLB and other borrowings totaled \$175.0 million at December 31, 2002, an increase of \$13.2 million, or 8.2%.

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Lighthouse's consolidated assets totaled \$577.4 million at September 30, 2002, an increase of \$121.1 million, or 26.5%, over September 30, 2001 levels. The growth in assets was funded primarily by a \$56.2 million, or 17.5%, increase in deposits, a \$57.6 million, or 55.3%, increase in FHLB advances and other borrowings and a \$7.2 million increase in stockholders' equity.

Cash and interest-bearing deposits increased during fiscal 2002 by \$3.4 million, or 20.1%, to \$20.5 million at September 30, 2002. Investment securities totaled \$10.4 million at September 30, 2002, an increase of \$2.6 million, or 33.7%, from 2001 levels. This increase resulted primarily from purchases of investment securities totaling \$11.8 million, respectively, which were partially offset by maturities of \$9.4 million.

Mortgage-backed securities increased by \$17.6 million, or 74.3% to \$41.3 million at September 30, 2002. This increase resulted primarily from purchases of mortgage-backed securities totaling \$17.0 million, and a securitization of loans into mortgage-backed securities totaling \$66.7 million, which were partially offset by sales of mortgage-backed securities of \$63.8 million and repayments totaling \$3.8 million. Management opted to securitize current loan origination volume into mortgage-backed securities in order to enhance liquidity and manage interest rate risk.

Loans receivable, including loans held for sale, increased by \$93.3 million, or 23.8%, during fiscal 2002 to a total of \$485.4 million. The increase was due to \$616.6 million in new loan disbursements, which was partially offset by loans sold of \$316.0 million and principal repayments of \$199.3 million. Loan disbursements increased by \$124.8 million, or 25.4%, over fiscal 2001. Lighthouse experienced increased loan origination volume compared to the previous year primarily as a result of refinancing activity resulting from the overall decline in interest rates in the economy. As set forth above, Lighthouse has continued its strategy of maximizing earnings by selling fixed-rate loans in the current interest rate environment.

At September 30, 2002, the allowance for loan losses of Lighthouse totaled \$4.2 million, an increase of \$539,000, or 14.8%, over the level maintained at September 30, 2001. At September 30, 2002, the allowance represented approximately .86% of the total loan portfolio and 94.8% of total non-performing loans (loans which are ninety days or more delinquent and nonaccrual loans). As of December 31, 2002 and September 30, 2002, the ratio of total non-performing loans to total loans amounted to 1.78% and .91%, compared to .92% at September 30, 2001. Nonperforming loans amounted to \$9.8 million, \$4.4 million and \$3.6 million at December 31, 2002, September 30, 2002, and September 30, 2001, respectively. It is the opinion of management that nonperforming loans are adequately collateralized and no unreserved losses are anticipated on such loans. Although management believes that its allowance for loan losses at December 31, 2002, was adequate based on the available facts and circumstances, there can be no assurance that additions to such allowance will not be necessary in future periods, which could adversely affect Lighthouse's results of operations.

Deposits totaled \$377.6 million at September 30, 2002, an increase of \$56.2 million, or 17.5%, over 2001 levels. Deposits increased, primarily due to consumers seeking safer savings investments as an alternative to the volatile capital markets during the year, as well as management's continuing efforts to grow the deposit base through use of an aggressive marketing strategy.

Advances from the FHLB and other borrowings totaled \$161.8 million at September 30, 2002, an increase of \$57.6 million, or 55.3%, over the amount outstanding at September 30, 2001. The proceeds from such borrowings were utilized to accelerate additional new loan originations.

Stockholders' equity totaled \$29.2 million at September 30, 2002, an increase of \$7.2 million, or 32.9%, over the September 30, 2001, total. The increase resulted primarily from period net earnings of \$6.4 million, coupled with an increase in the unrealized gain on investment securities of \$698,000.

Comparison of Results of Operations for the Three-Month Periods Ended December 31, 2002 and 2001

General. Net earnings for the three-month period ended December 31, 2002 totaled \$2.4 million, a \$1.2 million, or 104.9%, increase over the \$1.2 million in net earnings reported for the three months ended December 31, 2001. The increase in earnings was comprised of a \$660,000, or 17.9%, increase in net

interest income and a \$2.0 million increase in other income which were partially offset by an \$859,000, or 23.2%, increase in general, administrative and other expense and an increase in income taxes totaling \$692,000.

Net Interest Income. Total interest income amounted to \$8.5 million for each of the three-month periods ended December 31, 2002 and 2001. While the amount of total interest income remained stable between periods, the average outstanding balance of interest-earning assets increased by \$108.2 million while the weighted-average yield decreased from 7.12% for the three months ended December 31, 2001, to 5.84% for the three months ended December 31, 2002.

Interest income on loans totaled \$7.9 million, an increase of \$175,000, or 2.3%, over the amount recorded for the three months ended December 31, 2001. The increase is primarily attributable to a \$106.2 million, or 25.5%, increase in the average outstanding balance to \$523.3 million, partially offset by a decrease in the yield of 137 basis points from 7.42% for the three months ended December 31, 2001, to 6.06% for the three months ended December 31, 2002. Interest income on mortgage-backed and other interest-earning assets totaled \$510,000, a decrease of \$213,000, or 29.5%. Such decline resulted from a \$4.6 million decline in the weighted average balance and a 119 basis point reduction in the weighted average rate. Interest income on investments totaled \$121,000, an increase of \$81,000, or 202.5%, over the levels reported for the three months ended December 31, 2001. The increase in interest income on investments is primarily attributable to a \$6.5 million, or 183.1% increase in the average balance outstanding to \$10.1 million for the three months ended December 31, 2002 million coupled with an increase in the yield to 4.78% at December 31, 2002, from 4.48% at December 31, 2001.

Interest expense on deposits totaled \$2.9 million, a decrease of \$663,000, or 18.8%, due primarily to a 147 basis point decrease in the rate to 2.79% for the three months ended December 31, 2002, which was partially offset by an increase in the average outstanding balance to \$412.5 million for the three months ended December 31, 2002, from \$332.0 million for the comparable 2001 period. Interest expense on FHLB advances and other borrowings amounted to \$1.3 million for each of the three-month periods ending December 31, 2002, and 2001. Interest expense on borrowings remained unchanged period to period due to a 65 basis point decrease in the weighted-average rate offsetting the effects of a \$24.0 million, or 21.1%, increase in the weighted-average outstanding balance of borrowings for the three months ended December 31, 2002.

As a result of the foregoing changes in interest income and interest expense, net interest income increased by \$660,000, or 17.9%, to \$4.3 million for the three-month period ended December 31, 2002, compared to \$3.7 million for the comparable 2001 period. The interest rate spread decreased by one basis point to 2.79% for the three months ended December 31, 2002 from 2.80% for the three months ended December 31, 2001. The net interest margin amounted to 2.97% for the three months ended December 31, 2002, compared to 3.09% for the three months ended December 31, 2001.

Provision for Losses on Loans. As a result of an analysis of historical experience, the volume and type of lending conducted by Lighthouse Community Bank, Lighthouse's principal subsidiary (LCB or the Bank), the status of loan delinquencies, and general economic conditions, particularly as such conditions relate to LCB's loan portfolio, management recorded a \$194,000 provision for losses on loans for the three-month period ended December 31, 2002, compared to a provision of \$262,000 recorded for the same period in 2001.

While management believes that the allowance for loan losses at December 31, 2002 was sufficient to cover losses inherent in LCB's loan portfolio at that time, no assurance can be given that the level of the allowance will be sufficient to cover future loan losses or that future adjustments to the allowance will not be necessary if economic and/or other conditions differ substantially from the economic and other conditions considered by management in evaluating the adequacy of the allowance.

Other Income. Other income totaled \$4.3 million for the three months ended December 31, 2002, compared to \$2.2 million for the three months ended December 31, 2001, an increase of \$2.0 million, or 91.8%. The increase in other income can primarily be attributed to growth in mortgage banking income, as

the significant volume of loans sold continued to reflect the beneficial effects of historic 40-year lows in mortgage interest rates.

General, Administrative and Other Expense. General, administrative and other expense totaled \$4.6 million for the three months ended December 31, 2002, compared to \$3.7 million for the three months ended December 31, 2001, an increase of \$859,000, or 23.2%. The increase in general, administrative and other expense can primarily be attributed to pro rata increases in all expense categories, generally reflecting the growth in Lighthouse's scale of operations period to period.

Income Tax Expense. The provision for income taxes totaled \$1.5 million for the three months ended December 31, 2002, an increase of \$692,000, or 89.0%, compared to the same period in fiscal 2001. The increase in the tax provision is due primarily to the 98.5% increase in earnings before income taxes as the tax rates were 38.1% and 40.0% for the three months ended December 31, 2002 and 2001, respectively.

Comparison of Results of Operations for the Fiscal Years Ended September 30, 2002 and 2001

General. Net earnings for the fiscal year ended September 30, 2002, totaled \$6.4 million, a \$2.9 million, or 80.3%, increase over the \$3.6 million in net earnings reported for fiscal 2001. The increase in earnings was comprised of a \$2.8 million, or 23.7%, increase in net interest income, a \$1.9 million increase in other income, and a \$1.0 million decrease in the provision for losses on loans, which were partially offset by a \$1.2 million increase in general, administrative and other expense and a \$1.6 million increase in the provision for income taxes.

Net Interest Income. Total interest income amounted to \$31.8 million for fiscal 2002, a decrease of \$3.0 million, or 8.6%, from fiscal 2001. The decrease resulted primarily from a 154 basis point decrease in the weighted-average yield on interest-earning assets, to 6.61% in fiscal 2002, which was partially offset by a \$54.5 million, or 12.8%, increase in average interest-earning assets outstanding year to year. Interest income on loans totaled \$29.4 million in fiscal 2002, a decrease of \$3.4 million, or 10.4%, from fiscal 2001. This decrease resulted primarily from a decrease in the weighted-average loan yield from 8.38% in fiscal 2001 to 6.86% in fiscal 2002, which was partially offset by an increase in the weighted-average loan balance outstanding of \$37.2 million, or 9.5%. Interest income on mortgage-backed securities and other income totaled \$2.2 million in fiscal 2002, an increase of \$1.1 million or 106.9%. The increase resulted primarily from a \$26.5 million, or 124.3%, increase in the average outstanding balance, which was partially offset by a decrease in the yield from 4.99% in fiscal 2001 to 4.60% in fiscal 2002. Interest income on investment securities totaled \$179,000, a \$725,000, or 80.2%, decrease from fiscal 2001, due primarily to a decrease in weighted-average yield from 6.66% in fiscal 2001 to 4.05% in fiscal 2002, coupled with a decrease in the weighted-average balance of \$9.1 million, or 67.4%, year to year.

Interest expense on deposits totaled \$12.3 million for fiscal 2002, a decrease of \$5.1 million, or 29.5%, from fiscal 2001. The decrease resulted primarily from a decrease in the average cost of deposits from 5.59% in fiscal 2001 to 3.55% in fiscal 2002, which was partially offset by an increase in the average balance outstanding of \$34.3 million, or 11.0%. Interest expense on borrowings totaled \$4.8 million for fiscal 2002, a decrease of \$659,000, or 12.0%, from fiscal 2001, due primarily to a decrease of 151 basis points in the average cost of borrowings to 4.51% in fiscal 2002, which was partially offset by an increase in the average balance outstanding of \$16.0 million, or 17.5%, year to year.

The decrease in the yields on interest-earning assets and the costs of interest-bearing liabilities were generally reflective of the overall decline in interest rates in the economy during the year.

As a result of the foregoing changes in interest income and interest expense, net interest income increased by \$2.8 million, or 23.7%, to \$14.7 million for fiscal 2002, compared to \$11.9 million for fiscal 2001. The interest rate spread increased by 37 basis points, from 2.46% for fiscal 2001 to 2.83% for fiscal 2002. The net interest margin amounted to 3.05% for fiscal 2002, compared to 2.78% for fiscal 2001.

Provision for Losses on Loans. LCB charges earnings with a provision for losses on loans to bring the total allowance for loan losses to a level considered appropriate by management based on historical experience, the volume and type of lending conducted, the status of delinquencies, and general economic

conditions, particularly as such conditions relate to LCB's loan portfolio and market area. As a result of such analysis, management recorded a \$688,000 provision for losses on loans during the fiscal year ended September 30, 2002, compared to a provision of \$1.6 million recorded in the fiscal 2001 period.

Other Income. Other income totaled \$11.2 million for the fiscal year ended September 30, 2002, an increase of \$1.9 million, or 19.9%, compared to fiscal 2001, due primarily to a \$1.2 million, or 27.0%, increase in insurance commission income, coupled with a \$500,000 increase in gain on sale of investments and mortgage-backed securities and a \$588,000 increase in other income. The increase in other income is due primarily to increased service charges on deposit accounts, coupled with increased fee income from the trust operations.

Insurance commission income represented approximately 50% of Lighthouse's total other income in fiscal 2002 and 2001. Specifically, the Carswell Agency generated gross commission income of \$5.7 million in fiscal 2002 and \$4.5 million in fiscal 2001. Since Carswell was acquired in fiscal 1999, insurance commission income has grown from \$3.2 million to the 2002 fiscal year total of \$5.7 million, representing an increase of 78.1%.

General, Administrative and Other Expense. General, administrative and other expense totaled \$14.8 million for the fiscal year ended September 30, 2002, an increase of \$1.2 million, or 8.6%, compared to fiscal 2001. The increase was attributable to a \$1.3 million, or 17.7%, increase in employee compensation and benefits, a \$243,000, or 24.0%, increase in occupancy expense and an \$114,000, or 18.4%, increase in data processing expense. These increases were partially offset by a decrease in other expense of \$595,000, or 16.8%. The increase in employee compensation and benefits was due primarily to normal merit increases and an increase in costs related to the incentive bonus plans. The increase in occupancy expense was due primarily to a new financial center which opened in fiscal 2002. The decline in other operating expense in fiscal 2002 generally reflects the absence of \$587,000 in FHLB prepayment penalties recorded in fiscal 2001.

Income Tax Expense. The provision for income taxes totaled \$4.0 million for fiscal 2002, an increase of \$1.6 million, or 66.9%, compared to fiscal 2001. This increase resulted primarily from the increase in net earnings before taxes of \$4.5 million, or 74.9%. Lighthouse's effective tax rates were 38.4% and 40.3% for the fiscal years ended September 30, 2002 and 2001, respectively.

Lighthouse's federal and state tax returns through fiscal 1999 have been closed without audit.

Comparison of Results of Operations for the Fiscal Years Ended September 30, 2001, and 2000

General. Net earnings for the fiscal year ended September 30, 2001, totaled \$3.6 million, a \$1.2 million, or 51.1%, increase over the \$2.4 million in net earnings reported for fiscal 2000. The increase in earnings was comprised of a \$3.0 million increase in net interest income and a \$2.1 million increase in noninterest income, which were partially offset by a \$2.5 million increase in general, administrative and other expenses, a \$646,000 increase in the provision for losses on loans and a \$775,000 increase in the provision for federal income taxes.

Net Interest Income. Total interest income amounted to \$34.8 million for fiscal 2001, an increase of \$4.4 million, or 14.3%, from fiscal 2000. The increase resulted primarily from a \$40.4 million, or 10.5%, increase in average interest-earning assets year to year and a 27 basis point increase in the weighted-average yield, to 8.15% in fiscal 2001. Interest income on loans totaled \$32.8 million in fiscal 2001, an increase of \$5.0 million, or 17.8%, from fiscal 2000. This increase resulted primarily from a \$46.8 million, or 13.6%, increase in the average balance outstanding and an increase in yield from 8.07% in 2000 to 8.38% in fiscal 2001. Interest income on mortgage-backed securities and other interest-earning assets totaled \$1.1 million for each of the years ended September 30, 2001 and 2000. Interest income on investment securities totaled \$904,000, a \$523,000, or 36.7%, decrease from fiscal 2000, due primarily to a \$10.1 million decrease in the average balance outstanding, which was partially offset by an increase in yield from 6.03% in 2000 to 6.66% in fiscal 2001.

Interest expense on deposits totaled \$17.4 million for fiscal 2001, an increase of \$1.9 million, or 12.5%, over fiscal 2000. The increase resulted primarily from growth in the average balance outstanding of \$40.3 million, or 14.8%, partially offset by a decrease in the average cost of deposits from 5.71% in fiscal 2000 to 5.59% in fiscal 2001. Interest expense on borrowings totaled \$5.5 million for fiscal 2001, a decrease of \$600,000, or 9.8%, from fiscal 2000, due primarily to a \$5.1 million, or 5.3%, decrease in the average balance outstanding and a decrease of 31 basis points in the average cost of borrowings, to 6.02% in fiscal 2001.

As a result of the foregoing changes in interest income and interest expense, net interest income increased by \$3.0 million, or 34.3%, to \$11.9 million for fiscal 2001, compared to \$8.8 million for fiscal 2000. The interest rate spread increased by 45 basis points, from 2.01% for fiscal 2000 to 2.46% for fiscal 2001. The net interest margin amounted to 2.78% for fiscal 2001, compared to 2.28% for fiscal 2000.

Provision for Losses on Loans. As a result of an analysis of historical experience, the volume and type of lending, the status of delinquencies, and general economic conditions, particularly as such conditions relate to LCB's loan portfolio, management recorded a \$1.6 million provision for losses on loans for the fiscal year ended September 30, 2001, compared to a provision of \$996,000 recorded in the 2000 fiscal period.

Other Income. Other income totaled \$9.3 million for the fiscal year ended September 30, 2001, an increase of \$2.1 million, or 29.5%, compared to fiscal 2000, primarily due to a \$971,000, or 35.1%, increase in mortgage banking income, coupled with a \$691,000 increase in gain on sale of investment and mortgage-backed securities and a \$769,000 increase in insurance commission income. The increase in mortgage banking income can be attributed primarily to a \$57.8 million, or 24.8%, increase in loan sales volume year to year.

General, Administrative and Other Expense. General, administrative and other expense totaled \$13.6 million for the fiscal year ended September 30, 2001, an increase of \$2.5 million, or 22.9%, compared to fiscal 2000. The increase consisted of increases in employee compensation and benefits of \$1.2 million, or 19.0%, other operating expense of \$1.1 million, or 47.6%, including Federal Home Loan Bank prepayment penalties totaling \$587,000, an increase in depreciation and amortization of \$119,000 or 12.0% and occupancy and equipment expense of \$84,000, or 10.1%. The increase in employee compensation and benefits was primarily due to increased costs related to the incentive bonus plan as a result of earnings growth. Management incurred the prepayment penalties to pay off \$7.0 million in Federal Home Loan Bank advances in order to better position LCB's interest rate sensitivity at a lower overall long-term cost of borrowing.

Income Taxes. The provision for income taxes was \$2.4 million for fiscal 2001, an increase of \$775,000, or 47.9%, compared to fiscal 2000. This increase resulted primarily from the increase in net earnings before taxes of \$2.0 million, or 49.8%. Lighthouse's effective tax rates were 40.3% and 40.8% for the fiscal years ended September 30, 2001, and 2000, respectively.

Asset/ Liability Management

Lighthouse's net earnings are affected by the amounts of net interest income, which is the difference between its interest income on interest-earning assets, such as loans, investment securities and mortgage-backed securities, and its interest expense paid on interest-bearing liabilities, consisting of deposits and borrowings. Asset yields and liability costs do not change simultaneously because market interest rates, asset yields and liability costs do not change simultaneously. Due to maturity, repricing and timing differences between interest-earning assets and interest-bearing liabilities, Lighthouse's earnings will be affected differently under various interest rate scenarios. Management believes that the steps which LCB has taken in asset/ liability management may reduce the overall vulnerability of Lighthouse's interest rate risk. Lighthouse's principal financial objective is to enhance long-term profitability while reducing exposure to adverse changes in interest rates. To accomplish this objective, LCB has formulated an asset and liability management policy, the principal elements of which are (1) to emphasize the origination of adjustable-rate mortgage loans for its portfolio, (2) to maintain an investment portfolio with a relatively

short term to maturity, (3) to meet the consumer preference for fixed-rate loans in periods of low interest rates by selling a significant amount of these loans in the secondary market, and (4) to lengthen the maturities of liabilities to the extent practicable by marketing longer term certificates of deposit or utilizing long-term advances from the FHLB.

The management and Board of Directors of LCB attempt to manage Lighthouse's exposure to interest rate risk (the sensitivity of an institution's earnings and net asset values to changes in interest rates) in a manner to maintain the market value of portfolio equity within the limits established by the Board of Directors, assuming a permanent and instantaneous parallel shift in interest rates. As a part of its effort to monitor its interest rate risk, LCB utilizes the net portfolio value (NPV) methodology to assess its exposure to interest rate risk. Generally, NPV is the discounted present value of the difference between incoming cash flows on interest-earning and other assets and outgoing cash flows on interest-bearing liabilities. The application of the methodology attempts to quantify interest rate risk as the change in the NPV which would result from a theoretical change in market interest rates. Both an increase and a decrease in market interest rates are considered.

The following table expresses an analysis of interest rate risk as measured by the change in the NPV for instantaneous and sustained parallel shifts of 100-300 basis points in market interest rates. Although the management of LCB utilizes quarterly rate sensitivity analyses prepared by both the OTS and a third party, the following only represents the September 30, 2002 results prepared by the third party.

Change in interest rates (Basis Points)	Board limit Change in NPV	September 30, 2002 Change in NPV	September 30, 2001 Change in NPV
+300	(70)%	34.4%	10.6%
+200	(50)	23.9	7.4
+100	(25)	14.9	10.0
	0	0	0
-100	(25)	(16.5)	(12.7)
-200	(50)	(32.5)	(26.6)
-300	(70)	(51.1)	(37.6)

As illustrated in the table, LCB is considered to be asset sensitive, meaning that an increase in interest rates will result in a positive growth in NPV and resulting net interest income. Such difference in sensitivity occurs principally because, as rates rise, borrowers do not prepay fixed-rate loans as quickly as they do when interest rates are declining. Thus, in a rising interest rate environment, the amount of interest LCB would receive on its adjustable rate loans would increase and new loans would be made at higher rates.

As with any method of measuring interest rate risk, certain shortcomings are inherent in the NPV approach. For example, although certain assets and liabilities may have similar maturities or periods of repricing, they may react in different degrees to changes in market interest rates. Also, the interest rates on certain types of assets and liabilities may fluctuate in advance of changes in market interest rates, while interest rates on other types may lag behind changes in market rates. Further, in the event of a change in interest rates, expected rates of prepayment on loans and mortgage-backed securities, and early withdrawal levels from certificates of deposit, would likely deviate significantly from those assumed in making the risk calculations.

Liquidity and Capital Resources

LCB, like other financial institutions, is required under applicable federal regulations to maintain sufficient funds to meet deposit withdrawals, loan commitments and expenses. Control of LCB's cash flow requires the anticipation of deposit flows and loan payments. LCB's primary sources of funds are deposits, borrowings, principal and interest repayments on loans and proceeds from the sale of mortgage loans.

At December 31, 2002, LCB had \$183.1 million of certificates of deposit maturing within one year. It has been LCB's historic experience that such certificates of deposit will be renewed at LCB's market rates of interest. It is management's belief that maturing certificates of deposit over the next year will similarly be renewed at market rates of interest without a material adverse effect on results of operations.

In the event that certificates of deposit cannot be renewed at prevailing market rates, LCB can obtain additional advances from the FHLB of Atlanta. At December 31, 2002, LCB had \$156.9 million of outstanding FHLB advances. LCB has also utilized brokered deposits as a supplement to its deposits, particularly when such funds are attractively priced in relation to other sources of funds. As of December 31, 2002, LCB had \$142.9 million in brokered deposits.

Lighthouse's liquidity, represented by cash and cash-equivalents, is a function of its operating, investing and financing activities. Lighthouse believes that LCB's liquidity posture at December 31, 2002, is more than adequate to meet outstanding loan commitments and other cash requirements.

LCB is subject to minimum capital standards promulgated by the OTS. Such capital standards generally require the maintenance of regulatory capital sufficient to meet each of the following three requirements: the tangible capital requirement, the core capital requirement and the risk-based capital requirement. At December 31, 2002, LCB's tangible capital of \$40.8 million, or 6.52% of adjusted total assets, exceeded the 1.5% requirement by \$31.4 million; its core capital of \$40.8 million, or 6.52% of adjusted total assets, exceeded the minimum 4.0% requirement by \$15.8 million; and its risk-based capital of \$45.1 million, or 11.64% of risk-weighted assets, exceeded the 8% requirement by \$14.1 million.

Impact of Inflation and Changing Prices

Lighthouse's consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America, which require the measurement of financial position and operating results in terms of historical dollars without considering the change in the relative purchasing power of money over time and due to inflation. The impact of inflation is reflected in the increased cost of Lighthouse's operations. Unlike most industrial companies, nearly all the assets and liabilities of Lighthouse are monetary. As a result, interest rates have a greater impact on Lighthouse's performance than the effects of inflation generally. Interest rates do not necessarily move in the same direction or to the same extent as changes in the price of goods and services.

Effects of Recent Accounting Pronouncements

In August 2001, the FASB issued SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*. SFAS No. 144 carries over the recognition and measurement provisions in SFAS No. 121. Accordingly, an entity must recognize an impairment loss if the carrying value of a long-lived asset or asset group (a) is not recoverable and (b) exceeds its fair value. Similar to SFAS No. 121, SFAS No. 144 requires an entity to test an asset or asset group for impairment whenever events or changes in circumstances indicate that its carrying amount may not be recoverable. SFAS No. 144 differs from SFAS No. 121 in that it provides guidance on estimating future cash flows to test recoverability. An entity may use either a probability-weighted approach or best-estimate approach in developing estimates of cash flows to test recoverability. SFAS No. 144 is effective for financial statements issued for fiscal years beginning after December 15, 2001, and interim periods within those fiscal years. Management adopted SFAS No. 144 effective October 1, 2002, without material effect on Lighthouse's financial condition or results of operations.

In June 2002, the FASB issued SFAS No. 146, *Accounting for Costs Associated with Exit or Disposal Activities*. SFAS No. 146 provides financial accounting and reporting guidance for costs associated with exit or disposal activities, including one-time termination benefits, contract termination costs other than for a capital lease, and costs to consolidate facilities or relocate employees. SFAS No. 146 is effective for exit or disposal activities initiated after December 31, 2002. SFAS No. 146 is not expected to have a material effect on Lighthouse's financial condition or results of operations.

In October 2002, the FASB issued SFAS No. 147, *Accounting for Certain Financial Institutions: An Amendment of FASB Statements No. 72 and 144 and FASB Interpretation No. 9*, which removes acquisitions of financial institutions from the scope of SFAS No. 72, *Accounting for Certain Acquisitions of Banking and Thrift Institutions*, except for transactions between mutual enterprises. Accordingly, the excess of the fair value of liabilities assumed over the fair value of tangible and intangible assets acquired in a business combination should be recognized and accounted for as goodwill in accordance with SFAS No. 141, *Business Combinations*, and SFAS No. 142, *Goodwill and Other Intangible Assets*.

SFAS No. 147 also requires that the acquisition of a less-than-whole financial institution, such as a branch, be accounted for as a business combination if the transferred assets and activities constitute a business. Otherwise, the acquisition should be accounted for as the acquisition of net assets.

SFAS No. 147 also amends the scope of SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*, to include long-term customer relationship assets of financial institutions (including mutual enterprises) such as depositor- and borrower-relationship intangible assets and credit cardholder intangible assets.

The provisions of SFAS No. 147 related to unidentifiable intangible assets and the acquisition of a less-than-whole financial institution are effective for acquisitions for which the date of acquisition is on or after October 1, 2002. The provisions related to impairment of long-term customer relationship assets are effective October 1, 2002. Transition provisions for previously recognized unidentifiable intangible assets are effective on October 1, 2002, with earlier application permitted.

SFAS No. 147 is not expected to have a material effect on Lighthouse's financial condition or results of operations.

In December 2002, the FASB issued SFAS No. 148, *Accounting for Stock-Based Compensation Transition and Disclosure*. SFAS No. 148 amends SFAS No. 123, *Accounting for Stock-Based Compensation*, to provide alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation and the effect of the method used on reported results. SFAS No. 148 is effective for fiscal years beginning after December 15, 2002. The interim disclosure provisions are effective for financial reports containing financial statements for interim periods beginning after December 15, 2002. SFAS No. 148 is not expected to have a material effect on Lighthouse's financial position, results of operations or cash flows.

BUSINESS OF LIGHTHOUSE FINANCIAL SERVICES, INC.

Overview

Lighthouse was incorporated in Delaware in 1994 and commenced operations as a unitary thrift holding company in 1996 under the name Carolina Bancshares, Inc. Lighthouse's name was changed from Carolina Bancshares, Inc. to Lighthouse Financial Services, Inc. in March 1998. Lighthouse offers a broad array of the financial service products through its wholly owned subsidiaries.

Lighthouse's principal subsidiary, Lighthouse Community Bank, was incorporated in 1996 under the name Carolina Community Bank. The Bank's name was changed in March 1998 to Lighthouse Community Bank. LCB is subject to regulation, examination, and supervision by the OTS and the FDIC.

LCB is engaged in the financial services business with an emphasis on mortgage banking and retail banking services. Mortgage banking operations consist of the origination, purchase, sale and servicing of residential single-family, first mortgage loans located primarily in the state of South Carolina, and the retention of servicing rights associated with such loans. Loan funds are obtained primarily from savings deposits, which are insured up to applicable limits by the FDIC, loan repayments, and advances from the FHLB of Atlanta. Interest earned on loans is the primary source of revenue of Lighthouse. In addition to originating loans, Lighthouse invests in U.S. Government and agency obligations, corporate bonds, mortgage-backed securities, and interest-bearing deposits in other financial institutions.

LCB sells a significant amount of the mortgage loans it originates to commercial banks, savings banks and other institutional purchasers, including the FHLMC. LCB retains ownership of its remaining loan production and servicing rights to mortgage loans sold are generally retained.

LCB presently has five branch offices serving the southern Beaufort County community and is currently the largest independent financial institution serving its primary market area.

LCB was granted trust powers in 2001, which enabled LCB to offer trust services, including complete and comprehensive planning services, such as investment management, financial planning, asset allocation, and estate and trust planning.

Lighthouse Investment Advisors, Inc., or LIA, a wholly owned subsidiary of Lighthouse, was formed in May 1997. LIA provides investment management, portfolio management, and financial planning services to high net worth individuals on a fee-only basis.

Sunbelt Commercial Capital, Inc. was originally incorporated in February 1998. It is a wholly-owned subsidiary of LCB specializing in Small Business Administration, or SBA, loans.

In January 1999 Lighthouse acquired Carswell of Carolina, Inc., or Carswell, Hilton Head Island's oldest and largest insurance agency and brokerage. Carswell was formed in 1958, and acts as agent and broker to provide a full range of insurance products, including personal and commercial property and casualty insurance and personal and commercial group, life and health insurance benefits.

Lending Activities

General. Lighthouse's principal lending activity involves the origination of conventional fixed-rate and variable-rate mortgage loans for the acquisition or construction of one- to four-family residences located in Lighthouse's primary market area of southern Beaufort County, South Carolina. Lighthouse also originates loans partially guaranteed by the Small Business Administration, as well as loans secured by nonresidential real estate, such as retail office and other business facilities. In addition to residential and nonresidential real estate lending, Lighthouse originates commercial and consumer loans, including passbook, automobile, home improvement and home equity line of credit loans.

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Loan Portfolio Composition. The following table sets forth certain information concerning the composition of Lighthouse's loan portfolio at the dates indicated:

	At December 31, 2002		At September 30, 2002		At September 30, 2001		At September 30, 2000	
	Amount	Percent of total loans	Amount	Percent of total loans	Amount	Percent of total loans	Amount	Percent of total loans
(Dollars in thousands)								
Real estate loans:								
One- to four-family(1)	\$ 247,352	45.6%	\$ 229,233	45.9%	\$ 179,974	42.9%	\$ 174,033	44.7%
Residential construction	202,838	37.4	173,797	34.8	155,707	37.1	126,466	32.5
Nonresidential and land	71,008	13.1	73,833	14.8	69,061	16.4	76,499	19.6
Nonresidential construction	7,724	1.4	8,804	1.8	2,892	.7	1,732	.5
Commercial loans	7,202	1.3	7,303	1.5	7,038	1.7	6,016	1.5
Consumer and other loans(2)	6,897	1.2	6,088	1.2	5,085	1.2	4,786	1.2
Total	543,021	100.0%	499,058	100.0%	419,757	100.0%	389,532	100.0%
Add (Deduct):								
Loans in process	(83,103)		(70,978)		(57,928)		(58,495)	
Deferred loan origination costs	249		285		7		17	
Allowance for loan losses	(4,296)		(4,185)		(3,646)		(2,004)	
Total loans	\$ 455,871		\$ 424,180		\$ 358,190		\$ 329,050	

(1) Includes first and second mortgage loans and home equity lines of credit. Excludes loans held for sale totaling \$92.4 million, \$61.2 million, \$33.9 million and \$18.3 million at December 31, 2002 and September 30, 2002, 2001 and 2000, respectively.

(2) Includes lines of credit that are available to businesses and that are secured by assets other than real estate.

Loan Maturity. The following table sets forth certain information, as of December 31, 2002, regarding the dollar amount of loans maturing in Lighthouse's portfolio based on their contractual terms to maturity, before giving effect to net items. Demand loans, loans having no stated schedule of repayments or without stated maturity and overdrafts are reported as due in one year or less.

Total	Due in one year or less	Due after one year to five years after December 31, 2002	Due over five years after December 31, 2002	Total
(In thousands)				
Real estate loans:				
One- to four-family(1)	\$ 48,440	\$ 65,151	\$ 133,761	\$ 247,352
Residential construction	64,578	5,790	132,470	202,838
Nonresidential and land	30,781	21,638	18,589	71,008
Nonresidential construction(2)	6,770		954	7,724
Commercial loans	4,243			