

## STIFEL TRUST COMPANY, N.A. SAMPLE TRUST CLAUSES

Like the Financial Advisors of Stifel, Nicolaus & Company, Incorporated, Stifel Trust Company, N.A. (“Stifel Trust”) prides itself on delivering top notch, “white glove” service to personal trust clients. We stand ready to serve as trustee, co-trustee, agent, or custodian for clients who could benefit from the services of a professional trustee.

In all documents naming Stifel Trust as a fiduciary, the correct designation is: **Stifel Trust Company, N.A.**

These sample trust clauses are provided by Stifel Trust as a courtesy for use by attorneys drafting trusts and other documents in which Stifel Trust is named in a present or future fiduciary capacity. Please note that Stifel Trust typically does not review, execute or “accept” instruments until called upon to serve. Once the documents have been executed, we would ask for a photocopy to place in our files for future reference. If you have any questions about these provisions or about naming Stifel Trust in a client’s documents, please contact your Stifel Financial Advisor, or call Stifel Trust at (314) 342-4450.

### I. Clauses Stifel Trust REQUIRES:

#### Authority to Deal with Affiliates

*(NOTE: This clause must be included in irrevocable life insurance trusts if the client is purchasing insurance through his or her Stifel Financial Advisor, and is strongly recommended in all other cases.)*

It is hereby recognized that there is a common ownership between Stifel Trust Company, N.A. (“Stifel Trust”) and the other subsidiaries of Stifel Financial Corp., (these are hereby known as “Stifel Affiliates”). It is further recognized that Stifel Affiliates may provide to any trust created in this instrument services, including, but not limited to, the purchase of life insurance and annuity contracts, money management, and agency transactions, and if such services are provided, additional compensation may be earned by the Stifel Affiliates. Any time that Stifel Trust is serving in a fiduciary capacity, it is directed to use the services of any Stifel Affiliates for which services are deemed needed by Stifel Trust. It is further directed that fees for these services are to be paid to the Stifel Affiliates in addition to the fees paid to Stifel Trust.

#### Trustee’s Fees

Stifel Trust Company, N.A. (“Stifel Trust”) is authorized to charge fees for its services per its published schedule of fees in effect at the time services are rendered. These fees shall not be diminished by any other fees paid to any affiliates of Stifel Trust for services rendered.

## No Review of Prior Trustee's Actions

No successor trustee hereunder shall have any duty or responsibility to audit or review the actions or accounting of its predecessor trustees and each successor Trustee hereunder is expressly relieved from any and all liability or responsibility for the actions or failure of any such predecessor.

## II. Clauses Stifel Trust RECOMMENDS:

### Resignation of Trustee

A trustee may resign upon at least 30 days' notice to the Current Beneficiaries of the trust. "Current Beneficiaries" means a beneficiary who is currently eligible to receive distributions of trust income or principal, whether mandatory or discretionary. If the terms of this document do not provide for another method of naming a successor trustee, and there is then a vacancy in the office of trustee, the majority of the Current Beneficiaries may appoint the next trustee, who cannot be a Current Beneficiary or someone related to a Current Beneficiary. A legally disabled Current Beneficiary may be represented by that beneficiary's conservator or parent.

### Small Trust Termination

The trustee after giving notice to the current income beneficiaries and the beneficiaries who would be current income beneficiaries when the current income beneficiaries' interests terminate may terminate the trust if the trustee concludes that the value of the trust property is insufficient to justify the cost of administration. Upon termination of a trust under this provision, the trustee shall distribute the trust property in a manner consistent with the purposes of the trust.

***Trust and fiduciary services are provided by Stifel Trust Company, N.A. and Stifel Trust Company Delaware, N.A. (Stifel Trust Companies), wholly owned subsidiaries of Stifel Financial Corp. and affiliates of Stifel, Nicolaus & Company, Incorporated, Member SIPC & NYSE. Unless otherwise specified, products purchased from or held by Stifel Trust Companies are not insured by the FDIC or any other government agency, are not deposits or other obligations of Stifel Trust Companies, are not guaranteed by Stifel Trust Companies, and are subject to investment risks, including possible loss of the principal invested. Stifel Trust Companies do not provide legal or tax advice.***