

## General Instructions

Use these instructions to complete the Trust Change Certification, Indemnity, and Agreement form.

**Purpose of this form:** This form is required to correct or change the trust title, add trustees, remove trustees, or replace the authorized trustees or successor trustee for a Trust Company of America ("Trust Company") trust account.

**Important:** This form cannot be used to change the trust tax identification number, the trust type, or to a new trust. For these situations, complete the Trust Account Application to open a new trust account. *Note: A change in the trust agreement date generally requires a new trust agreement.*

You must **complete all required fields** to expedite processing and to avoid requests for additional information.

**Print or type all entries.** To type entries, a fillable PDF of this form can be found online at [www.trustamerica.com/advisor-forms](http://www.trustamerica.com/advisor-forms).

**Unknown information.** If information is requested and you do not know where to obtain the requested information, contact your investment advisor or client representative for direction.

## Section 1: Request Type

### A. Request Type

Check the appropriate boxes to indicate the type of action you want to take for the account. Then enter the Trust Company account number and the last 4 digits of the account's tax identification number.

### B. Additional Documentation Requirements

This section outlines specific additional documentation requirements to complete this form.

*Read carefully.* You must **provide all required documentation** to expedite processing and to avoid requests for additional information.

**Trustee Resignation.** Attach a copy of the trustee's letter of resignation.

**Trustee Removal.** Attach documentation as required in the Trust.

**Trustee Death.** Attach a copy of the trustee's death certificate.

**Corporate Trustee.** Attach a corporate resolution.

*Note: Trust Company of America reserves the right to request additional information as required to carry out any instructions including but not limited to transfer or liquidation of securities owned by the account.*

## Section 2: Current Account Registration

*Note: You must complete this section for all request types*

### A. Trust Type

Check the box corresponding to the type of trust.

### B. Current Trust Account Registration

Enter the existing trust type and title exactly as it appears on your statements.

**Trust Account Registration.** Enter the title of the trust. The title of the trust must include as part of the title:

- The full legal name of the trust
- The date of the trust agreement
- For a testamentary trust or a trust established by a will include the name of the decedent
- The date of the latest trust amendment or restatement, if any

## Section 3: Revised Account Registration

Enter the revised trust account title.

*Note: You must complete this section for all request types since the*

*account title will change if trustees are added or removed or if authorized and successor trustees are changed.*

## Section 4: Trustee Changes, if applicable

Check the appropriate box to indicate the type of action you want to take for the trustee and then enter the trustee's name.

**IMPORTANT:** If you are removing a trustee, provide the required documentation listed in Section 1B.

**Additional authorized trustees.** If there are more trustees authorized to act on behalf of the trust than spaces allow, complete, sign, and provide an Additional Information Application Addendum form and check the 'Additional add/remove authorized trustee information provided' box at the end of the section.

## Section 5: Authorized Trustees

Enter the information for the authorized trustees for this account.

**Important:** The information provided on this form supersedes and replaces all existing authorized trustee designations. You must provide a complete listing of authorized trustees, not just additions or deletions to the previous designations.

Trust Company is authorized to follow the individual and independent instructions of any of the authorized trustee(s) listed in this section to deliver funds, securities or any other assets in this account to any party. This is a representation that either (1) the trust agreement expressly provides that each trustee is authorized to act individually, independently and without the consent of the other trustees for all purposes related to the trust account with Trust Company, or (2) if the trust agreement does not contain such an express provision, the authorized trustee so acting has obtained the requisite consent of the other trustees in accordance with the requirements of the trust agreement.

**Authorized Trustee Name.** Enter the legal name of the trustees authorized to act individually and independently on behalf of the trust applying for the account.

**Residential street address.** A residential street address is required for each authorized trustee.

**Additional authorized trustees.** If there are more trustees authorized to act on behalf of the trust than spaces allow, complete, sign, and provide an Additional Information Application Addendum form and check the 'Additional authorized trustee information provided' box at the end of the section.

**Corporate Trustee.** If there is a corporate trustee for the account, check the 'Corporate trustee' box and provide a corporate resolution with this application.

## Section 6: Successor Trustee, if applicable

Enter the information for the successor trustee for this account.

**Important:** The information provided on this form supersedes and replaces the existing successor trustee designations.

## Section 7: Trust Certification, Indemnity, and Agreement

All trustees, including the authorized trustees and new trustees (if applicable), must sign and date the Trust Certification, Indemnity, and Agreement. If only one trustee is named, it is a representation that the named trustee is the sole trustee.

Return your completed form as instructed by your investment advisor or your client representative. Questions regarding this form should be directed to your investment advisor.

# TRUST CHANGE CERTIFICATION, INDEMNITY, AND AGREEMENT

## SECTION 1: Request Type

### A. REQUEST TYPE

Select all that apply:

- Trust title correction for existing trust only
- Add amendment or restatement date to trust title
- Add trustees
- Remove trustees
- Replace authorized trustees
- Replace successor trustee

Trust Company Account Number \_\_\_\_\_ Last 4-Digits of Tax ID # \_\_\_\_\_

### B. ADDITIONAL DOCUMENTATION REQUIREMENTS

**Trustee Resignation.** Attach a copy of the trustee's letter of resignation.

**Trustee Removal.** Attach documentation as required in the Trust.

**Trustee Death.** Attach a copy of the trustee's death certificate.

**Corporate Trustee.** Attach a corporate resolution.

## SECTION 2: Current Account Registration

**IMPORTANT:** This section must be completed for all request types with the account title exactly as it has appeared on your statements.

### A. TRUST TYPE

Select one:

- IRREVOCABLE TRUST
- REVOCABLE AND AMENDABLE TRUST
- TESTAMENTARY TRUST
- OTHER

If Other, List Trust Type \_\_\_\_\_

### B. CURRENT TRUST ACCOUNT REGISTRATION

Current Trust Account Registration \_\_\_\_\_

Current Trust Account Registration (continued) \_\_\_\_\_

Current Trust Account Registration (continued) \_\_\_\_\_

## SECTION 3: Revised Account Registration

**IMPORTANT:** This section must be completed for all request types.

Revised Trust Account Registration \_\_\_\_\_

Revised Trust Account Registration (continued) \_\_\_\_\_

Revised Trust Account Registration (continued) \_\_\_\_\_

*Note: The trust account registration must include the legal title of the trust, the date of the trust, the date of any amendments or restatements and the names of all trustees, adding and removing names as indicated in this form.*

\_\_\_\_\_  
Trust Company Account Number

## SECTION 4: Trustee Changes, if applicable

1. Select one:  Add  Resignation  Removal  Death

\_\_\_\_\_  
Trustee Name

2. Select one:  Add  Resignation  Removal  Death

\_\_\_\_\_  
Trustee Name

3. Select one:  Add  Resignation  Removal  Death

\_\_\_\_\_  
Trustee Name

4. Select one:  Add  Resignation  Removal  Death

\_\_\_\_\_  
Trustee Name

Additional add / remove authorized trustee information provided

## SECTION 5: Authorized Trustees

**IMPORTANT:** The information provided on this form will replace existing authorized trustees.

By signing the Trust Certification, Indemnity and Agreement, the trustees hereby certify that Trust Company is authorized to follow the instructions of the authorized trustee(s) listed below and to deliver funds, securities or any other assets in this account to any party or on any authorized trustee's instructions, because either (1) the Trust Agreement expressly provides that each trustee is authorized to act individually, independently and without the consent of the other trustees for all purposes related to the Trust Account with Trust Company, or (2) if the Trust Agreement does not contain such an express provision, the trustee so acting has obtained the requisite consent of the other trustees in accordance with the requirements of the Trust Agreement.

Trust Company, a financial institution as defined by the Bank Secrecy Act, uses the information provided below to verify your identity. We may submit the information to a third party service bureau, in which case the information will be compared against their database. We may request from you permission to obtain a credit report or any other means including requesting additional information from you or others. The responses from the above are confidential information and will not be shared with others unless required by law. Please refer to the instructions for completing this application to identify whose information should be provided below.

### 1. Authorized Trustee

\_\_\_\_\_  
Authorized Trustee Name

\_\_\_\_\_  
Residential Street Address

\_\_\_\_\_  
City State Zip+4

\_\_\_\_\_  
Social Security Number Date of Birth

**SECTION 5: Authorized Trustees, if applicable Continued**

**2. Authorized Trustee**

Authorized Trustee Name

Residential Street Address

City State Zip+4

Social Security Number Date of Birth

- Additional authorized trustee information provided
- Corporate Trustee. One or more authorized trustee(s) are a corporate trustee. A corporate resolution is provided.

**SECTION 6: Successor Trustee, if applicable**

**IMPORTANT:** The information provided on this form will replace the existing successor trustee.

In the event of the death of all the authorized trustees designated for the account, the person named below will act as successor trustee.

Successor Trustee Name

Residential Street Address

City State Zip+4

**SECTION 7: Trust Certification, Indemnity, and Agreement**

By signing this Trustee Change form, each Trustee signing below certifies that the information provided in this Trustee Change form is true and complete and that supporting documentation required in accordance with the Trust is on file with the Trust and that Trust Company of America ("Trust Company") is authorized to make the requested changes and maintain the Account in accordance with the account agreements applicable to this account.

Where applicable, plural references in this Certification and Agreement shall be deemed singular.

In consideration of Trust Company opening and/or maintaining an account for the Trust, the undersigned Trustees represent, warrant and certify that the representations made in the Certification are true, complete and accurate, that the Trust is in full force and effect, and that the Trust Agreement (as defined herein) has not been revoked, modified or amended in any manner which would cause the representations contained in the Certification to be inaccurate or incorrect.

If there is more than one Trustee, and no one Trustee has authority, acting individually and without notice to any other Trustee, to deal with Trust Company independently, Trust Company is authorized to follow the instructions of any of the Authorized Trustee(s) listed in Section 5 of this Certification, Indemnity and Agreement and to deliver funds, securities or other assets in this account to any Party or on any Authorized Trustee's instructions on the presumption that the Trustee so acting has obtained the requisite consent of the other Trustees in accordance with the Trust Agreement. It is the responsibility of the Authorized Trustee(s) to consult with all other Trustees before giving Trust Company any instructions regarding the account. Trust Company is not responsible for determining

Trust Company Account Number

**SECTION 7: Trust Certification, Indemnity, and Agreement Continued**

the purpose or propriety of any instructions received from any Authorized Trustee or for the disposition of payments or deliveries among Trustees. Any notice sent to one Trustee shall constitute notice to all Trustees.

Trust Company may rely on this Certification and upon the representations made herein unless and until it receives written notice of change. The undersigned Trustees agree to send prompt written notice to Trust Company of any change in Trustees, of any amendment or modification to the Trust Agreement which would cause the representation contained herein to be or become inaccurate or incorrect, or of the occurrence of any event which would affect the Trust's revocability, the Trustee's powers or any representation made in this Certification.

The undersigned Trustees have the power under the Trust and applicable law to enter into the transactions and issue the instructions that are made in this account. Such power may include, without limitation, the authority to buy, sell, exchange, convert, tender, redeem and withdraw assets (including delivery of securities to and from the account). Such power may include, without limitation, to delegate to others trading authority within the account, to retain the services of outside professionals such as Investment Advisors, Money Managers, counsel, and/or accountants and to pay the fees of such professionals from the assets of this Trust Company account.

The undersigned Trustees understand that all orders and transactions will be governed by the terms and conditions of all other account agreements applicable to this account.

In the event of the death, resignation, or replacement of the Trustee(s), the remaining Trustee(s) shall provide prompt written notice of the event to Trust Company. Additional paperwork, including a new Trust Certification shall be provided upon reasonable request from Trust Company.

The undersigned Trustees hereby jointly and severally indemnify Trust Company and each of its officers, directors, employees and agents from, and hold such persons harmless against, any claims, judgments, surcharges, settlement amounts, or other liabilities or costs of defense or settlement (including attorney's fees) arising out of or related to any actual or alleged improper or unsuitable actions taken at such Trustee's instructions in connection with the account established at Trust Company. This indemnification is made by the undersigned Trustees both in their capacities as trustees and in their individual capacities, and shall not be limited by the Trustees' provision to Trust Company independent documentation concerning the representations made herein.

The representations and obligations stated herein are binding on all Trustees and Successor Trustees and shall survive the termination of the Trust agreement and the Account Agreement relating to the Trust's account with Trust Company. This certification replaces any prior or existing certification provided by and for this organization.

The undersigned Trustees agree to supply additional information about the Trust upon reasonable request in order for Trust Company to carry out any instructions including but not limited to the transfer or liquidation of securities owned by the account.

We, the undersigned trustees, (and if applicable, grantors) represent and warrant that the signatures below are the genuine signatures of each of us and that we have the authority to execute this Certification and Agreement. If the trustee is a corporate trustee, the signatures below are the genuine signatures of the officer or the trustee duly authorized by the trustee to act on its behalf with respect to the trust. A Corporate Resolution is attached.

# TRUST CHANGE CERTIFICATION, INDEMNITY, AND AGREEMENT

## SECTION 7: Trust Certification, Indemnity, and Agreement Continued

All Trustees, including the authorized trustees and new trustees (if applicable), must be listed below and sign this Trust Certification, Indemnity and Agreement. If only one trustee is named, it shall be a representation that the named trustee is the sole trustee.

\_\_\_\_\_  
Trustee Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Trustee Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Trustee Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Trustee Signature Date

\_\_\_\_\_  
Print Name

**IMPORTANT:** Trusts should not present any supporting documentation with this Certification, including but not limited to the Trust Agreement. Trust Company employees will not be reviewing or relying on such documentation and will have no responsibility to maintain such documentation in the account records for the trust. If Trust Company determines to retain such documentation, they will have no responsibility for it.

## SECTION 8: Account Agreement

I hereby request that Trust Company, ("Custodian"), a trust company organized under the laws of the State of Colorado and having its principal place of business in Centennial, Colorado, open a custodial account in the name(s) listed as account owner ("Owner") on this Trust Company account application ("Application"). The Owner has selected an investment advisor ("Investment Advisor") as indicated on the Application to manage the assets in the account. The Investment Advisor is an agent of the Owner and is not an agent of the Custodian. The Owner selects the Custodian to furnish system and account services to the Owner on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Custodian agree with each other as follows:

1. A. Account Record Keeping – Custodian shall maintain the account on its computerized system, which provides within each account cash postings, investment activity, account assets, account contributions and account distribution records.
- B. Preparation of Statements and Reports – Custodian shall provide Owner and Investment Advisor with periodic statements of account activity and fee billings. Custodian shall provide such further statements and reports as reasonably requested by the Investment Advisor. Custodian provides account statements to assist the Owner and Investment Advisor in the monitoring of the account but the Custodian has no duty to supervise or monitor the account or the actions of the Owner or the Investment Advisor.

\_\_\_\_\_  
Trust Company Account Number

## SECTION 8: Account Agreement Continued

- C. Confirmations – Confirmations for securities transactions will be provided upon written request by the Owner or the Investment Advisor. Trust Company will provide this information for no additional cost.
- D. Safekeeping of Property – Custodian shall be responsible for the safekeeping of the assets in the account. Custodian shall not have any responsibility for assets contributed to the account until such assets are actually received by Custodian. Legal title to assets in Owner's account shall be held on behalf of Owner in the name of Custodian as nominee. Owner shall continue to be the beneficial owner of such assets, and as such may withdraw such assets from the account, vote any such assets constituting securities or delegate the authority to vote such securities to any other person and proceed directly as a security holder against the issuer of any security in Owner's account without being obligated to join Investment Advisor or Custodian as a condition precedent to initiating such proceeding. Custodian shall provide to Owner periodic reporting of securities transactions.
- E. Transactions – Owner grants the exclusive authority to the Investment Advisor to direct the investment activities of the account. Owner authorizes the Custodian to accept all investment instructions from the Investment Advisor and acknowledges that more than one party may be authorized to request purchases, redemptions and exchanges on the account. Owner acknowledges that if instructions to purchase, redeem or transfer shares are submitted by multiple parties authorized to provide such instructions on the same day or for the same shares, the Custodian is authorized to act on the instructions of either authorized party without having to call either party to confirm or clarify the instructions. Custodian is authorized to collect for the account all interest and other payments of income or principal pertaining to assets held in the account, and to hold, invest, disburse, or otherwise dispose of any and all assets of the account upon the direction of the Owner or the Investment Advisor. The Custodian shall not be responsible for money or other property paid or delivered to any other person upon direction of the Owner or Investment Advisor. All sales and all purchases of securities or other investments made for the account by the Custodian shall be made pursuant to the direction of the Investment Advisor and/or Owner. Custodian shall, unless otherwise instructed in writing by the Owner or the Investment Advisor, have the power to make all trades through broker/dealers it selects (including affiliates) and shall, in any case, have the power to perform any and all other acts that Custodian may deem necessary or appropriate in connection therewith (including paying commissions). Custodian may aggregate contemporaneous transaction orders, although Custodian's records will be kept on an account by account basis. Custodian shall have no responsibility for investment decisions and Custodian shall not be liable for any losses attributable to investments.
- F. Disbursements – Owner hereby authorizes Custodian to pay investment advisory fees from the account as and when billed by the Investment Advisor. Custodian may be paid from the account as specified in Paragraph 3 of this Section 8 or directly by the Investment Advisor for custodial services it is providing hereunder.
- G. Proxies – Custodian will facilitate all proxies and accompanying materials solicited by any entity, and all prospectuses issued by any company whose securities are held in the account. Shareholder communications to be mailed to the Owner within a reasonable period of time after the receipt of such Shareholder Communications by Custodian unless otherwise directed in writing either by the Owner or Investment Advisor. Either Owner or Investment Advisor will have the sole responsibility for voting and/or executing all Proxies. Custodian shall be under no duty to determine how, or if, Proxies are voted or to take any other action in connection with any Shareholder Communication. The Custodian will be under no obligation to forward or return any other corporate material

received unless required by law except to the extent outlined in this section.

**SECTION 8: Account Agreement Continued**

- H. Sweep Account – Uninvested cash, the investment of which has not been otherwise directed by the Owner or Investment Advisor, shall be invested in a “sweep account.” The sweep account will be a savings account, certificate of deposit, time deposit, or similar deposit vehicle of the Custodian (or an affiliate of the Custodian) which is insured by Federal Deposit Insurance for at least \$250,000 per depositor. **Investment Products: Not FDIC Insured – No Bank Guarantee – May Lose Value.**
- I. Availability of Funds – Deposits made by check may be held until the Custodian receives notification from the issuing Financial Institution that funds have cleared.
- J. Federal Deposit Insurance – Federal Deposit Insurance coverage for at least \$250,000 per depositor. **Investment Products: Not FDIC Insured – No Bank Guarantee – May Lose Value.**
2. In consideration for the services provided by the Custodian as described in the first paragraph, Owner agrees to pay Custodian fees and reimbursement for expenses for services rendered and any extraordinary expenses of Custodian, including legal fees incurred in the administration of the account(s). Owner authorizes Custodian to deduct fees from the account(s) or liquidate assets to pay for such fees. Custodian and Investment Advisor have entered into a separate arrangement which details the source of fee income to the Custodian. Owner hereby ratifies such fee arrangement, as it may be in effect from time to time. The Investment Advisor will provide to the Owner upon request a schedule of the fees Custodian charges for the services provided under this Agreement. Custodian reserves the right to modify the schedule of fees.
3. In addition to the payments under Paragraph 2 of this Section 8, Owner agrees that Custodian and/or its affiliates shall be entitled to receive (i) net interest income from the financial institutions into which “sweep account” deposits are made, (ii) 12b-1 fees, directed commissions, sub accounting fees and/or administrative fees from mutual funds in which assets of the account are invested and/or from other persons associated with such mutual funds, and (iii) securities broker/dealer commissions for executing trades of securities.
4. Owner will provide Custodian with any information Custodian may require in order to properly carry out its duties hereunder. Trade summaries, statements of account activity and fee billings and other reports shall be promptly reviewed by the person to whom sent and Custodian shall not be responsible for any discrepancies that are disclosed on such summaries, statements or reports unless the Custodian is notified within 10 days from the date mailed of the discrepancy by the person receiving such summary, statement or report. Notwithstanding anything herein to the contrary, it is understood and agreed that Custodian shall not be liable to Owner for any acts or omissions of Custodian so long as Custodian’s conduct did not constitute gross negligence or willful misconduct nor shall Custodian be liable for undertaking any acts or instructions from the Owner, or Investment Advisor or for failing to undertake any act due to the absence of such instructions. Owner agrees to indemnify and hold Custodian harmless from and against any liabilities and expenses (including, without limitation, reasonable attorney’s fees) arising out of or in connection with this Agreement (so long as Custodian’s acts did not constitute gross negligence or willful misconduct).
5. This Agreement may be terminated by either party by giving to the other party written notice of intention to terminate at least thirty days before the termination date specified in such notice or on such earlier date as may be mutually agreed upon. In the event of any such termination, Custodian will deliver to Owner or as directed by Owner, or to any person to whom delivery may be ordered by any court having jurisdiction, a final accounting and any assets which it may hold pursuant to this Agreement, after deducting there from the amount of any fees payable to Custodian under the terms of this Agreement (if no cash is available to pay fees due and Owner does not pay such fees within twenty days

**SECTION 8: Account Agreement Continued**

- after notice from Custodian, Custodian may sell assets for cash in order to pay fees due). Upon such termination, Custodian and Owner agree to cooperate with each other in the orderly transition of assets and account maintenance responsibilities.
6. Custodian shall not be obligated to commence or defend any legal action of Owner unless Custodian agrees thereto and Custodian is fully indemnified in connection therewith. Any associated legal fees will be the responsibility of the account owner.
7. All notices, instructions and other communications shall be in writing (or if verbal, followed promptly by written documentation) and shall be hand delivered or sent by first class mail, postage prepaid, or sent by facsimile, to the Custodian’s principal place of business. Any party may change its address for notices hereunder by giving notice of such change to the other
8. Custodian may conclusively rely on the authenticity of any notice, instructions, or other communication received by it from Owner or the Investment Advisor so long as Custodian, acting in good faith, believes the notice, instruction, or communication to be genuine. This Agreement shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.
9. It is mutually understood and agreed that this Agreement and all duties, obligations and rights created thereby shall be governed by the laws of the State of Colorado, applicable to contracts made and to be performed in that state.
10. Any controversy, claim or dispute arising out of or relating to this Agreement or any action taken pursuant to the Agreement or the performance, nonperformance, enforcement, operation or breach thereof shall be settled by arbitration in accordance with the rules then pertaining of the American Arbitration Association. Such arbitration proceedings shall take place in Denver, Colorado, and judgment upon award rendered may be entered in any court having jurisdiction thereof.
11. Any Investment Advisor advertisement appearing on Custodian’s written materials, including Investment Advisor logos, is solely for the purpose of identification and clarification, and does not denote any affiliation or partnership. Further, Owner acknowledges that the Investment Advisor has disclosed to the Owner Custodian’s fees and Investment Advisor’s fees of which fees may be used to pay Custodian Fees. In the event of termination of the Service Agreement between Custodian and your Investment Advisor, these fees will be charged to the Owner.
12. Custodian may modify or amend this Agreement upon 30 days’ prior written notice to the Owner, but no such modification or amendment will affect obligations incurred by the Owner or the Investment Advisor prior to the effective date of such modification or amendment.
13. If any provision contained in the Agreement conflicts with any IRS, FDIC, FINRA, or other regulatory agency rules and regulations, the applicable rules and regulations shall prevail.
14. Custodian may execute credit/debit transactions in the account via Automated Clearing House (ACH) credit/debit and origination of ACH transactions by owner will comply with the operating rules of the National Automated Clearing House Association (NACHA). Corporate account owners not subject to the Electronic Fund Transfer Act authorize the Custodian to execute credit/debit transactions in the account per the Uniform Commercial Code Article 4A as well as the operating rules of NACHA.
15. Owner acknowledges that this agreement and all transactions executed in the account shall be subject to all applicable federal and state laws and regulations, and the rules and regulations of the exchange, market or clearinghouse where such transactions are executed.

- End of Form -