BEFORE THE COMMISSIONER OF COMMERCE AND INSURANCE
FOR THE STATE OF TENNESSEE, AT NASHVILLE

TENNESSEE SECURITIES DIVISION,	)	
Petitioner,	)	
	)	
vs.	)	**Order No. 10-003**
	)	**(SI-2008-010)**
STIFEL, NICOLAUS & COMPANY, INCORPORATED,	)	
	)	
501 North Broadway	)	
St. Louis, MO 63102	)	
	)	
Respondent.	)	

CONSENT ORDER

The Tennessee Securities Division ("TSD") and Stifel, Nicolaus & Company, Incorporated ("Stifel") agree to the entry of this Consent Order in accordance with TENN. CODE ANN. § 48-2-116 of the Tennessee Securities Act of 1980, as amended, TENN. CODE ANN. §§ 48-2-101, *et seq.* ("Act"), which states that the Commissioner of the Tennessee Department of Commerce and Insurance ("Commissioner") may from time to time make such orders as are necessary to carry out the provisions of the Act.

Respondent, Stifel, hereby stipulates and agrees to the entry of this Consent Order, subject to the approval of the Commissioner, as follows:

RESPONDENT

1. WHEREAS, Stifel is a broker-dealer registered in Tennessee, with a Central Registration Depository ("CRD") number of 793, and with its home office at 501 North Broadway St. Louis, Missouri 63106; and

2. WHERE, a multistate task force led by the Enforcement Section of the Securities Division of the Missouri Secretary of State (the "Enforcement Section") conducted an investigation into Stifel's marketing and sale of auction rate securities ("ARS") to investors during the period January 1, 2006, through February 14, 2008; and

3. WHEREAS, Stifel has advised the Enforcement Section of its agreement to resolve the multistate task force investigation relating to its marketing and sale of ARS to investors; and

4. WHEREAS, Stifel elects to permanently waive any right to a hearing and appeal under TENN. CODE ANN. § 4-5-101 *et seq.,* with respect to this Consent Order (the "Order"); and

5. WHEREAS, Stifel agrees that Stifel is not the prevailing party in this action and Stifel elects to specifically forever release and hold harmless the TSD and its representatives and agents from any and all liability and claims arising out of, pertaining to, or relating to this matter; and

6. WHEREAS, Stifel agrees not to take any action or to make or permit to be made any public statement creating the impression that this Order is without a factual basis. Nothing in this paragraph affects Stifel's: (a) testimonial obligations; (b) right to take legal or factual positions in defense of litigation or in defense of other legal proceedings in which the TSD is not a party; or (c) right to make public statements that are factual;

7. NOW, THEREFORE, the Commissioner, as administrator of the Act (TENN. CODE ANN. §§ 48-2-101, *et seq.*), hereby enters this Order:

I.

FINDINGS OF FACT

8. Stifel admits the jurisdiction of the TSD, pursuant to the Act (TENN. CODE ANN. § 48-2-101 *et seq.*), neither admits nor denies the Findings of Fact and Conclusions of Law

contained in this Order, and consents to the entry of this Order by the TSD.

9. ARS are long-term debt or equity instruments that include auction preferred shares of closed-end funds, municipal auction rate bonds, and various asset-backed auction rate bonds, with variable interest rates that reset through a bidding process known as a Dutch auction.

10. At a Dutch auction, bidders generally state the number of ARS they wish to purchase and the minimum interest rate they are willing to accept. Bids are ranked, from lowest to highest, according to the minimum interest rate each bidder is willing to accept. The lowest interest rate required to sell all of the ARS at auction, known as the "clearing rate," becomes the rate paid to all holders of that particular security until the next auction. The process is then repeated, typically every seven, twenty-eight, or thirty-five days.

11. While ARS are all long-term instruments, one significant feature of ARS (which historically provided the potential for short-term liquidity) is the interest/dividend reset through periodic auctions. If an auction is successful (i.e., there are enough buyers for every ARS being offered for sale at the auction), investors are able to exit their positions at the auction. If, however, auctions "fail" (i.e., there are not enough buyers for every ARS being offered for sale), investors are required to hold all or some of their ARS until the next successful auction in order to liquidate their funds.

12. Beginning in February 2008, the ARS market experienced widespread failed auctions.

13. Stifel and its Tennessee registered securities agents ("Registered Agents") sold ARS to Tennessee residents.

14. Stifel's Registered Agents recommended ARS as safe and/or liquid investments, and compared ARS to cash alternatives, such as certificates of deposit or money market accounts.

15. Stifel did not formally train its Registered Agents regarding the risks and features of ARS.

16. A number of Registered Agents did not sufficiently understand, and therefore did not adequately communicate to retail purchasers, the risks and features of ARS.

Stifel's Failure to Supervise the Sale of ARS

17. Stifel failed to reasonably supervise its Registered Agents, which constitutes grounds to discipline Stifel under TENN. CODE ANN. § 48-2-112(a)(2)(J). Stifel failed to provide reasonable supervision by failing to provide pertinent information and comprehensive training to its Registered Agents and other sales and marketing staff regarding ARS and the mechanics of the auction process.

II.

CONCLUSIONS OF LAW

18. The State of Tennessee, Department of Commerce and Insurance, Securities Division ("TSD") has jurisdiction over this matter pursuant to the Act (TENN. CODE ANN. § 48-2-101 *et seq.*)

19. The TSD finds Stifel failed to reasonably supervise its Registered Agents in Tennessee, and that this conduct constitutes grounds to discipline Stifel under TENN. CODE ANN. § 48-2-112(a)(2)(J).

20. The TSD finds this Order and the following relief appropriate, in the public interest, and consistent with the purposes intended by the Act.

III.

ORDER

On the basis of the Findings of Fact, Conclusions of Law, and Stifel's consent to the entry of this Order,

IT IS HEREBY ORDERED:

1. This Order concludes the investigation by the TSD and any other action that the TSD could commence under applicable Tennessee law on behalf of Tennessee as it relates to Stifel, relating to the marketing and sale of ARS. The TSD shall refrain from initiating any action against Stifel based upon or related to the conduct set forth in this order. Specifically excluded from and not covered by this paragraph are any claims by the TSD arising from or relating to the Order provisions contained herein.

2. This Order is entered into solely for the purpose of resolving the multistate investigation and is not intended to be used for any other purpose.

3. Stifel will **CEASE AND DESIST** from violating the Act and will comply with the Act.

4. In accordance with the Consent Order entered against Stifel by the Missouri Office of the Secretary of State dated January 22, 2010, Case No. Ap-10-05 ("Missouri Order"), Stifel has or will retain, at its expense, an outside consultant ("Consultant"). The scope of Consultant's work is to conduct a review and make written recommendations concerning Stifel's supervisory and compliance policies and procedures relating to the product review of nonconventional investments and the training, marketing, and sale of nonconventional investments by Stifel and its Registered Agents throughout Stifel's retail branch office system. Stifel will receive a report prepared by the Consultant describing his or her recommendations and Stifel will provide to the Enforcement Section a copy of such report. Stifel shall authorize the Enforcement Section to share these written reports with the TSD pursuant to Missouri law, provided that such written reports are given confidential treatment and are treated as nonpublic, nondisclosable records to the extent possible under Tennessee law.

5. For a period of one (1) year following the conclusion of the Consultant's work, Stifel, and its affiliates may not employ or hire the Consultant in any capacity.

6. Stifel shall modify its Voluntary Offer to Repurchase Eligible Auction Rate Securities at Par dated April 9, 2009 (the "Voluntary Offer") for all Eligible Investors as described in Paragraph 7 below. For purpose of this Order, Eligible Investors shall be defined as investors who hold Eligible Accounts as that term is defined in the Voluntary Offer. Except as modified by this Order, all other terms and conditions of the Voluntary Offer shall remain in full force and effect and shall in no way be modified by this Order.

7. Stifel shall accelerate its repurchase of Eligible ARS from Eligible Investors who have accepted the Voluntary Offer as follows:

a. January 2010 Repurchase

Stifel will have repurchased at par up to the greater of twenty-five thousand dollars ($25,000) of the remaining Eligible ARS holdings or ten percent (10%) of the remaining Eligible ARS holdings plus any accrued and unpaid interest or dividend of such amount no later than January 15, 2010.

b. December 2010 Repurchase

Stifel will repurchase at par up to the greater of twenty-five thousand dollars ($25,000) of the remaining Eligible ARS holdings or ten percent (10%) of the remaining Eligible ARS holdings plus any accrued and unpaid interest or dividend of such amount no later than December 31, 2010.

c. 2010 Supplemental Repurchase

Stifel will repurchase at par all of the Eligible ARS that remain after the December 2010 Repurchase from Eligible Investors who, as of January 1, 2009, maintained in an Eligible Account, Eligible ARS in an amount of one hundred fifty thousand dollars ($150,000) or less. Such repurchase shall be completed no later than December 31, 2010.

d. 2011 Repurchase

Stifel will repurchase at par all of the remaining Eligible ARS holdings plus any accrued and unpaid interest. Such repurchase shall be completed no later than December 31, 2011. Stifel will make its Voluntary Offer as modified by this Order to those Eligible Investors who have not previously accepted the Voluntary Offer.

8. Subject to applicable regulatory requirements and limitations, Stifel will cooperate with its bank affiliate to use its best efforts to make no-net-cost loans to Eligible Investors, provided such investors have demonstrated need for liquidity.

9. In accordance with the Missouri Order, Stifel shall, within fifteen (15) days of the end of each calendar quarter following the execution of the Missouri Order, provide to the Missouri Commissioner of Securities a written report describing and updating, in detail, all repurchase/buyback, issuer redemption and investor arbitration claims related to Eligible ARS that occur or continue to occur. Where applicable and in describing repurchase, redemption and arbitration developments or occurrences, Stifel shall include investor or issuer names and state of residence and amounts of repurchases, redemptions, and/or arbitration claims/awards. Missouri shall be authorized to share these written reports with the TSD pursuant to Missouri law, provided that such written reports are given confidential treatment and are treated as nonpublic, nondisclosable records to the extent possible under Tennessee law.

10. Stifel shall pay fines and/or penalties totaling five hundred twenty-five thousand dollars ($525,000) to the states and other jurisdictions participating in this multistate task force as allocated by the North American Securities Administrators Association to resolve matters relating to Stifel's marketing and sale ARS in those states or other jurisdictions.

11. Within ten (10) calendar days following the entry of this Order, Stifel shall pay to

Tennessee the sum of three thousand eight hundred and eighty nine dollars and eighty cents ($3,889.80), which amount constitutes Tennessee's allocated share of the total settlement payment described in the preceding paragraph. The payment shall be made by check, made payable to the State of Tennessee, Securities Division and mailed to the following address:

State of Tennessee
Department of Commerce and Insurance, Securities Division
500 James Robertson Parkway
Davy Crockett Tower, 6th Floor, Suite 680
Nashville, TN 37243

12. If Stifel defaults in any of its obligations set forth in this Order, the TSD may vacate this Order, at its sole discretion, upon ten (10) days notice to Stifel and without opportunity for administrative hearing.

13. This Order is not intended to indicate that Stifel or any of its affiliates or current or former employees shall be subject to any disqualifications contained in the federal securities law, the rules and regulations there under, the rules and regulations of self-regulatory organizations or various states' securities laws, including any disqualifications from relying upon the registration exemptions or safe harbor provisions. In addition, this Order is not intended to form the basis for any such disqualifications.

14. This Order may not be read to indicate that Stifel or any of its affiliates or current or former employees engaged in fraud or violated any federal or state laws, the rules and regulations thereunder, or the rules and regulations of any self regulatory organization.

15. For any person or entity not a party to this Order, this Order does not limit or create any private rights or remedies against Stifel including, without limitation, the use of any e-mails or other documents of Stifel or of others for the marketing and sale of auction rate securities to investors, limit or create liability of Stifel, or limit or create defenses of Stifel to any claims.

16. This Order shall not disqualify Stifel or any of its affiliates or current or former employees from any business that they are otherwise qualified or licensed to perform under applicable state law, or form the basis for any such disqualification.

17. Nothing herein shall preclude Tennessee, its departments, agencies, boards, commissions, authorities, political subdivisions and corporations (collectively, "State Entities"), other than the TSD and only to the extent set forth in paragraph 1 above, and the officers, agents or employees of State Entities from asserting any claims, causes of action, or applications for compensatory, nominal and/or punitive damages, administrative, civil, criminal, or injunctive relief against Stifel in connection with the marketing and sale of auction rate securities at Stifel.

18. Stifel shall pay its own costs and attorneys' fees with respect to this matter.

Dated this 16th day of June, 2010.

BY ORDER OF:

Leslie A Newman

Leslie Newman
Commissioner
Tennessee Department of Commerce and Insurance
Securities Division

CONSENT TO ENTRY OF ADMINISTRATIVE ORDER BY STIFEL

Stifel hereby acknowledges that it has been served with a copy of this Administrative Consent Order ("Order"), has read the foregoing Order, is aware of its right to a hearing and appeal in this matter, and has waived the same.

Stifel admits the jurisdiction of the TSD; neither admits nor denies the Findings of Fact and Conclusions of Law contained in this Order; and consents to entry of this Order by the TSD as settlement of the issues contained in this Order.

Stifel states that no promise of any kind or nature whatsoever was made to it to induce it to enter into this Order and that it has entered into this Order voluntarily.

Scott B. McCuaig represents that he/she is President of Stifel, Nicolaus & Company, Incorporated, and that, as such, has been authorized by Stifel, Nicolaus & Company, Incorporated to enter into this Order for and on behalf of Stifel, Nicolaus & Company, Incorporated.

Stifel agrees that it shall not seek or accept, directly or indirectly, reimbursement or indemnification, including, but not limited to, payment made pursuant to any insurance policy, with regard to any administrative monetary penalty that Stifel shall pay pursuant to this Order. Stifel further agrees that it shall not claim, assert, or apply for a tax deduction or tax credit with regard to any state, federal, or local tax for any administrative monetary penalty that Stifel shall pay pursuant to this Order. Stifel understands and acknowledges that these provisions are not intended to imply that the TSD would agree that any other amounts Stifel shall pay pursuant to this Order may be reimbursed or indemnified (whether pursuant to an insurance policy or otherwise) under applicable law or may be the basis for any tax deduction or tax credit with regard to any state, federal, or local tax.

Dated this 24th day of May, 2010.

Stifel, Nicolaus & Company, Incorporated

By: Scott B. McCuaig

Title: President

STATE OF Missouri)
) ss.
~~County~~ City of St. Louis)

SUBSCRIBED AND SWORN TO before me by Scott B. McCuaig, this 24th day of May, 2010.

Karen L. Kehrer

Notary Public

My commission expires:

12-3-13

KAREN L. KEHRER
My Commission Expires: 12-3-2013
NOTARY PUBLIC
NOTARY SEAL
Commission # 09513638
ST. LOUIS CITY
STATE OF MISSOURI