

Dear Fidelity Personal Trust Company, FSB:

I/We enclose a fully executed copy of the Trustee Amendment for your records. I/We would also like to provide you with the information listed below.

**1. Choose one:**

I/We have already submitted my/our Trust instrument and all amendments to Fidelity Personal Trust Company, FSB.

OR

I/We also enclose my/our Trust instrument and all amendments.

**2. For your records, my/our current name, address, and telephone number are as follows:**

Name:

Address:

Telephone Number:

**3. I/We also have the following accounts with Fidelity Investments:**

Account numbers:

Assuming you do not have any comments concerning the enclosed, I/we will expect to receive a letter acknowledging our submission within the next few weeks.

Sincerely,

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Name

# Fidelity Personal Trust Company, FSB

## Trustee Checklist

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Below are step-by-step instructions for completing the Trustee Amendment on pages 1 to 9.

You are advised to have your attorney assist you with executing the Trustee Amendment. Please make a copy of the completed Trustee Amendment for your records.

- On the first page of the Trustee Amendment**, please fill in the name and date of your original Trust agreement, as well as the name(s) of the Current Trustee(s) of your Trust, where appropriate.
- Under Section A of Part I**, you must indicate whether you wish FPTC to serve as a Current Trustee or as a Future Successor Trustee by checking the appropriate box.
- Under Section B of Part I**, you have the option of naming one or more individual Co-Trustee(s) to serve with FPTC and any then remaining Current Trustees.
- Under Part II are the Additional Administrative Provisions**, which will apply while FPTC is serving as Trustee. In part, these administrative provisions allow an entity affiliated with FPTC to serve in a variety of capacities, such as investment manager, advisor, custodian, or transfer agent, and to receive compensation for such services.
- Under Part III is the Signature of Grantor section**. Please date the Trustee Amendment, and have each Grantor (if there is more than one) sign in the presence of two disinterested witnesses, who also must sign the document. Certain states may require Trusts to be executed according to specific requirements. Consult your attorney regarding your own situation.
- Under Part IV is the Notarization Section**. Residents of all states except Florida and California should complete Section A of Part IV. Florida residents should complete Section B and California residents should complete Section C. Please note that certain states may require the document to be notarized in state-specific ways. Consult your attorney regarding your own situation.
- If FPTC will be acting as Trustee immediately, please send us (i) your original Trust document, (ii) the signed original of this Trustee Amendment, as well as (iii) any other amendments to FPTC for safekeeping. If FPTC will be acting as a Trustee at some point in the future, please send us a copy of (i) your original Trust Agreement, (ii) this Trustee Amendment, and (iii) any additional amendments for our records.

The Grantor is responsible for delivering a copy of the Trustee Amendment to the Current Trustee(s) of the Trust.

**The following Trustee Amendment is an instrument with significant implications for your Trust, and should be reviewed by your attorney. You are advised against executing this Trustee Amendment without consulting your attorney. FPTC will not revise the Trustee Amendment. Any desired changes to the Trustee Amendment must be prepared by your attorney and should be forwarded to FPTC for approval before execution.**

**The following Special Provisions have been prepared to assist you when you name Fidelity Personal Trust Company, FSB, as a current or future Trustee with sole responsibility for the supervision and character of all investments held in the Trust.**

# Fidelity Personal Trust Company, FSB Trustee Amendment

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There may be significant estate tax or estate planning issues arising from your use of this document, and the law prohibits Fidelity Personal Trust Company, FSB (“FPTC”), from providing tax or legal advice with respect to such use. This document should not be viewed as a substitute for proper estate planning, and you are advised against executing the instrument without consulting your attorney. This instrument may not be revised by you without the consent of FPTC, and any desired amendment must be prepared by your attorney and forwarded to FPTC for approval.

This document is not intended to be, and should not be construed as, (i) a recommendation, (ii) legal or tax advice, or (iii) a legal opinion. Fidelity does not provide legal or tax advice. Laws of a particular state or laws that may be applicable to a particular situation may impact the applicability, accuracy, or completeness of this document. Federal and state laws and regulations are complex and are subject to change. Always consult an attorney or tax professional regarding your specific legal or tax situation.

Fidelity makes no warranties with regard to the document provided or results obtained by its use. Fidelity disclaims any liability arising out of your use of, or any tax position taken in reliance on, this document or its contents.

## **Execution Instructions**

**You are required to sign this document in the presence of two disinterested witnesses and a notary public, who must also sign. A “disinterested witness” is an adult who has no interest under the Trust Agreement. For example, a spouse or child should generally not act as a witness.**

## **Notarization Instructions**

**Certain states may require Trusts to be executed according to specific requirements. Residents of those states may be required to have the document witnessed and notarized in state-specific ways. Consult your attorney regarding your own situation.**

**Improper execution may result in this Trustee Amendment being invalidated.**

WHEREAS, the undersigned, as Grantor(s) (hereinafter the “Grantor”), established a revocable Trust by an instrument titled \_\_\_\_\_; and

WHEREAS, said instrument was executed on \_\_\_\_\_, and may have been amended from time to time (the “Trust”); and

WHEREAS, the name(s) of the currently serving Trustee(s) is/are \_\_\_\_\_;

and

WHEREAS, the Grantor reserved the power in the Trust to alter, amend, and/or revoke its provisions; and

WHEREAS, the Grantor wishes to (i) designate Fidelity Personal Trust Company, FSB (“FPTC”) as a Current or Successor Trustee, and (ii) add certain provisions governing the administration of the Trust;



NOW THEREFORE, the Grantor hereby amends the Trust as follows:

**I. APPOINTMENT OF TRUSTEE**

**A. Please check one of the following:**

**1. Appointment of FPTC as Current Trustee**

The Grantor hereby designates Fidelity Personal Trust Company, FSB (“FPTC”), to serve as current Trustee in the following capacity *(please check one box)*:

- Current Sole Trustee
- Current Co-Trustee with the currently serving Trustee(s)
- Current Co-Trustee with the following individual(s): \_\_\_\_\_  
\_\_\_\_\_

OR

**2. Appointment of Successor Trustee**

- The Grantor hereby designates Fidelity Personal Trust Company, FSB (“FPTC”), to serve as Successor Trustee, and such designation shall supersede the appointment of any other Successor Trustee named in the Trust.
- The appointment of FPTC as Successor Trustee shall become effective upon *(please check one box and fill in appropriate information)*:
  - the death, resignation, incapacity, or removal of all of the currently serving Trustees
  - the death, resignation, incapacity, or removal of the following named Trustee(s):  
\_\_\_\_\_,  
and FPTC shall serve as Co-Trustee with the then currently serving Trustee(s)

**B. Optional Appointment of Individual Co-Trustee(s)**

Please complete below if you wish to appoint one or more individual Co-Trustee(s) to serve with FPTC and any then remaining Current Trustee(s) after a particular event has occurred.

- The Grantor hereby designates \_\_\_\_\_ to serve as Co-Trustee(s) with FPTC and any then currently serving Trustee(s).
- The Grantor hereby designates FPTC as a Co-Trustee to serve with the individual(s) named in Article \_\_\_\_, Section \_\_\_\_ pursuant to the terms of said Section.
- The appointment of such Co-Trustee(s) shall become effective upon *(please check one box and fill in the appropriate information)*:
  - FPTC accepting its appointment as Trustee
  - the death or incapacity of the Grantor (or both Grantors if there is more than one)
  - the death or incapacity of \_\_\_\_\_

## II. ADDITIONAL ADMINISTRATIVE PROVISIONS

The Grantor hereby adds the following provisions to the Trust:

### **SPECIAL PROVISIONS FOR FIDELITY PERSONAL TRUST COMPANY, FSB**

Notwithstanding anything to the contrary elsewhere in this instrument and in addition to all other powers granted by law or provided in the Trust, during any period in which Fidelity Personal Trust Company, FSB, or any other Corporate Trustee (hereinafter collectively referred to as “FPTC”), acts as a Trustee under this Trust, FPTC shall have the following powers and exercise the same in its sole and absolute discretion without court order or approval:

**A. Entities.** FPTC may engage and pay any person, corporation, or other entity that may or may not be affiliated with FPTC (“Entity”) (i) to provide services to any Trust hereunder, including acting as investment manager or advisor, custodian, transfer agent, registrar, sponsor, underwriter, and/or distributor, and to pay for any such services from the Trust property, and (ii) to invest in shares of one or more open-ended investment companies (so-called mutual funds or money market funds), or exchange-traded funds for which an Entity may render such services and for which FPTC and/or the Entity may receive compensation, even if said Entity is affiliated with FPTC.

**B. Compensation.** FPTC shall receive compensation for services rendered in accordance with its published fee schedule in effect at the time such compensation becomes payable, without reduction for any other compensation paid to FPTC, an affiliate of FPTC, or any person, Trustee, or entity, unless otherwise noted on its fee schedule; and any entity affiliated with FPTC may receive compensation without reduction for any other compensation paid to FPTC, another affiliate of FPTC, any person, Trustee, or entity.

**C. Investment Responsibility.** FPTC shall have sole responsibility for the supervision and character of the investments held in any Trust of which it is acting as Trustee, and for all decisions as to the retention, disposition, distribution, investment, reinvestment, or other administration of such Trust assets.

**D. Resignation, Appointment, and Removal of Trustees.** FPTC may resign at any time without court approval by written notice to another Trustee, if any, and, if none, to the then competent income beneficiaries. Unless otherwise provided in the Trust, in the event of a vacancy in the office of Trustee or Special Trustee, a Successor Trustee shall be appointed by the then competent income beneficiaries, if any, or, if none, by FPTC, and each person or entity so appointed shall become Trustee upon written acceptance of said office. Each additional or Successor Trustee shall have the same powers, authority, and discretion given to the Trustees originally named. No bond shall ever be required of FPTC or, if a bond is required by law, then no surety shall be required thereon. The Special Trustee, if any, may be removed by written instrument signed by the then competent income beneficiaries, if any, or, if none, by FPTC, and delivered or mailed to such Special Trustee.

**E. Delegation of Authority.** A Trustee (including a Special Trustee) may delegate any part or all of such Trustee’s powers to another Trustee, or any person, to the extent specified in an instrument signed by the delegating Trustee and delivered or mailed to the delegatee, provided, however, that this provision shall not authorize any Trustee or person to participate by delegation in the exercise of a power that the Trustee or person would otherwise be prohibited from holding.

**F. Incapacity.** During such time as the Grantor is living and unless otherwise provided in the Trust, if FPTC is notified in writing by a licensed physician who is not related to the Grantor that the Grantor is not capable of managing his or her affairs, FPTC may pay to or on behalf of the Grantor for the Grantor’s benefit or to or on behalf of the Grantor’s spouse and/or dependent issue, if any, as much income or principal of the Trust

(and in such proportions among such persons) as FPTC deems advisable for the health, education, maintenance or support of the Grantor, the Grantor's spouse and/or the Grantor's dependent issue. Any net income not so paid shall be added from time to time to principal. A representation by a physician that such physician is not related to the Grantor shall be conclusive evidence of a lack of a relationship.

FPTC shall be entitled to rely conclusively upon, and shall incur no liability to any person for any action or non-action taken in good faith in reliance upon, any instructions or directions of an authorized agent ("Agent"). "Agent" means the person or persons authorized by the Grantor in any written document, including but not limited to a Durable Power of Attorney. FPTC shall have no duty to question the authority of any such Agent.

**G. Liability.** Neither FPTC nor any of its directors, officers, employees, or affiliates shall be liable to the Grantor, the Grantor's successors or assigns, or any other current or future beneficiary of this Trust for any good faith acts or omissions, including any liability or expense incurred as a result of a violation of any environmental law or regulation with respect to any real property owned by the Trust. FPTC shall have no duty or responsibility to inquire into the actions or accounts of any Predecessor Trustee, nor shall it have any liability for the actions or omissions of its predecessor.

**H. Tangible Personal Property.** Unless FPTC has physical custody of any tangible personal property held in Trust, FPTC's sole responsibility with regard to tangible personal property shall be limited to holding bare legal title to such property. FPTC shall have no responsibility or liability whatsoever for the management, care, and/or protection of such property.

**I. Accounting.** The Trustee shall provide periodic accounts to the then competent income beneficiaries and/or principal beneficiaries and to the parent or guardian of any then incompetent income beneficiary and/or principal beneficiaries (collectively referred to as "income beneficiaries"). FPTC shall also provide periodic accounts to the qualified beneficiaries as may be required under the applicable administrative law and/or FPTC's policies and procedures. FPTC shall have the right to be released and indemnified by all interested parties prior to resigning, being removed or upon the Trust's termination either by written agreement or judicial settlement. If a judicial settlement is required or requested, FPTC shall have the right, at the expense of the Trust, to prepare an accounting in accordance with applicable court requirements and rules and to apply at any time to a court of competent jurisdiction for judicial settlement of any account of the Trustee whether or not previously settled as herein provided or for the determination of any question of construction or for instructions. Unless otherwise prohibited by law, each of the then income beneficiaries will be deemed to have acquiesced to any such account and shall constitute a full and complete discharge to the Trustee from further accountability or liability as to all matters and transactions stated therein or shown thereby unless FPTC has received a written objection within 90 days (or the maximum number of days permitted by law if such period is greater) after the mailing of such account.

**J. Special Asset Trust.** Unless otherwise assented to by written instrument, FPTC will not accept any asset that does not meet its current standards for acceptance. Any property owned by the Trust but not accepted by FPTC shall be held and administered under the terms of the Trust by a Special Trustee, who may receive compensation for its services, in a Separate Trust referred to as the "Special Asset Trust" followed by the name of the Trust. The provisions relating to the appointment and removal of Trustees in the Trust shall govern the appointment and removal of the Special Trustee. FPTC and the Special Trustee may, in their sole discretion, pay, loan, or advance funds to the other, and neither shall have a duty to inquire into the use of any such

transferred funds nor to oversee their application. The Special Trustee shall from time to time transfer acceptable assets of the Special Asset Trust to FPTC, which are not necessary for the proper administration of the Special Asset Trust, including rent, royalties, interest, dividends, and other income.

**K. Residential Real Property.** During such time as the trust is revocable and the Grantor is living, FPTC's sole responsibility with regard to any residential real property held in Trust shall be to hold bare legal title to such property. Notwithstanding the foregoing, if (i) the Grantor requests by written instrument that FPTC shall assume responsibility with respect to such property, (ii) FPTC has actual notice or knowledge of the Grantor's incompetence, (iii) the Grantor has died, or (iv) the trust is irrevocable, FPTC shall assume responsibility by written instrument for the management, care, and protection of any such property, including the payment of all expenses to maintain or sell the property, such as mortgage payments, utilities, real estate taxes and assessments, insurance (casualty and liability), repairs, association fees, brokerage fees, lawyers' fees, and all other similar costs, and take any action that FPTC deems necessary to prevent or respond to any violation or potential violation of any environmental law or regulation applicable to such property, including employing agents, consultants, and legal counsel to assist with such action. FPTC shall have no liability for any loss or depreciation in the value of any such real estate. Unless stated otherwise in this instrument, FPTC, in its absolute and uncontrolled discretion, may permit any one or more of the beneficiaries to possess, use, and enjoy any such residential real estate, the unequal treatment of one or more of the beneficiaries being hereby expressly authorized. Neither FPTC nor any of its directors, officers, employees, or affiliates shall be liable to the Grantor, the Grantor's successors or assigns, or any other current or future beneficiary of this Trust for any liability or expense incurred as a result of a violation of any environmental law or regulation with respect to any real property owned by the Trust.

**L. Governing Law and Situs.** Unless otherwise provided in the Trust, the Trust shall be determined and construed in accordance with the laws of the Trust's place of execution if the Grantor is living, or, if the Grantor is deceased, in accordance with the laws of the Grantor's domicile at death. Unless otherwise prohibited by law, FPTC, acting from time to time and without court approval, may transfer the situs of any trust to any jurisdiction within the United States and such jurisdiction shall thereafter govern the administration of the Trust.

**M. De Minimis Termination.** Notwithstanding anything to the contrary elsewhere in this instrument, FPTC may, in its sole discretion, terminate any Trust or Separate Trust estate if the principal of such Trust or Separate Trust estate is less than \$200,000 (or the minimum dollar amount required by law if such amount is greater), and/or if FPTC deems the continued administration of such Trust to be inadvisable.

**N. Capital and Surplus.** Notwithstanding any provision to the contrary in this instrument, if the Trust instrument requires a Current or Successor Corporate Trustee to meet a specific capital and surplus requirement, then that requirement shall be ten million dollars.

Except as amended by the foregoing provisions of this Trustee Amendment, the Grantor confirms the Trust in all respects.

**O. Income and Principal Allocation.** Notwithstanding any provision to the contrary elsewhere in this instrument, FPTC shall have the power and authority, in its sole and absolute discretion, to determine what shall be fairly and equitably charged or credited to income and what shall be fairly and equitably charged or credited to principal and to adopt and follow from time to time such accounting practices as it deems fair, reasonable, and practicable, keeping in mind the purposes of the Trust. The decision of FPTC with respect to any such allocation shall be conclusive and binding on all persons interested in the Trust.

**III. SIGNATURE OF GRANTOR**

Please refer to the Execution Instructions on page 1 of this Trustee Amendment before signing below.

IN WITNESS WHEREOF, the Grantor signs, seals, publishes, and declares this instrument to be an amendment to the Grantor's Trust in the presence of the persons witnessing it at the Grantor's request, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of first Grantor

\_\_\_\_\_  
Signature of second Grantor (if any)

The foregoing was signed, sealed, published, and declared by \_\_\_\_\_  
Print name of first Grantor

and \_\_\_\_\_ to be an amendment to the Grantor's Trust, in our presence and  
Print name of second Grantor

we, at the Grantor's request and in the Grantor's presence, and in the presence of each other, hereunto subscribe our names as witnesses on the date last above mentioned.

\_\_\_\_\_  
Signature of first witness

Print name of witness \_\_\_\_\_

Residing at \_\_\_\_\_

\_\_\_\_\_  
Signature of second witness

Print name of witness \_\_\_\_\_

Residing at \_\_\_\_\_

**IV. NOTARIZATION**

Please complete one of the following notarization sections. Florida residents, please complete Section B. California residents, please complete Section C. Residents of all other states, please complete Section A.

**A. Non-Florida and Non-California residents. Please complete the following notarization section.**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
Insert name and title of the notary

personally appeared \_\_\_\_\_, personally known to me  
Insert name of the Grantor(s)

(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary (Seal)

My commission expires:

**B. Florida Residents. Please complete the following notarization section.**

I/We, \_\_\_\_\_ and \_\_\_\_\_, declare to  
Print name of first Grantor Print name of second Grantor (if any)

the officer taking my/our acknowledgment of this instrument, and to the subscribing witnesses, that I/we signed this instrument as my/our amendment.

\_\_\_\_\_  
Signature of first Grantor Signature of second Grantor (if any)

We, \_\_\_\_\_ and \_\_\_\_\_, have been  
Print name of first witness Print name of second witness

sworn by the officer signing below, and declare to that officer on our oath that the Grantor(s) declared the instrument to be the Trust of the Grantor(s) and signed it in our presence and that we each signed the instrument as a witness in the presence of the Grantor(s) and of each other.

\_\_\_\_\_  
Signature of first witness Signature of second witness

Acknowledged and subscribed before me by the Grantor(s), \_\_\_\_\_  
Print name of first Grantor

by means of  physical presence or  online notarization and who is personally known to me or who has produced

\_\_\_\_\_ as identification and \_\_\_\_\_  
Print type of state identification Print name of second Grantor (if any)

by means of  physical presence or  online notarization and who is personally known to me or who has produced

\_\_\_\_\_ as identification, and sworn to and subscribed before me by  
Print type of state identification

the witnesses, \_\_\_\_\_, by means of  physical presence or  online notarization  
Print name of first witness

and who is personally known to me or who has produced \_\_\_\_\_ as identification,  
Print type of state identification

and \_\_\_\_\_, by means of  physical presence or  online notarization and who  
Print name of second witness

is personally known to me or who has produced \_\_\_\_\_ as identification, and  
Print type of state identification

subscribed by me in the presence of the Grantor(s) and the subscribing witnesses, all on this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary (Seal)

My commission expires:

**C. California Residents. Please complete the following notarization section.**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public (Notary Seal)

## Fidelity Personal Trust Company, FSB



Fidelity Personal Trust Company, FSB, a Fidelity Investments company, is a federal savings bank. Nondeposit investment products offered through Fidelity Personal Trust Company, FSB, and its affiliates are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency, are not obligations of any bank, and are subject to risk, including possible loss of principal. **These services provide discretionary money management for a fee.**

Brokerage services are provided by Fidelity Brokerage Services LLC, 900 Salem Street, Smithfield, RI 02917, a Fidelity Investments company and a Member of NYSE and SIPC. Custody and other services are provided by National Financial Services LLC, a Fidelity Investments company and a Member of NYSE and SIPC.