

# Fidelity Personal Trust Company, FSB

## Special Provisions

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These Special Provisions have been prepared to help you and your attorney draft trust documents in which you name Fidelity Personal Trust Company, FSB (“FPTC”) as a current or future Trustee with sole responsibility for the supervision and character of all investments held in the Trust. There may be significant estate tax or estate planning issues arising from your use of these Special Provisions. The Special Provisions should not be viewed as a substitute for proper estate planning, and you are advised against partially or fully incorporating these provisions into your Trust without consulting your attorney.

The Special Provisions are not intended to be, and should not be construed as, (i) a recommendation, (ii) legal or tax advice, or (iii) a legal opinion. FPTC 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 the Special Provisions. 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.

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

**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.**

**These Special Provisions may have significant implications for your Trust and should be reviewed by your attorney. You are advised against partially or fully incorporating these provisions into your Trust without consulting your attorney.**

# Fidelity Personal Trust Company, FSB

## Special Provisions

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### **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, or 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, or, 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, if any) 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 which the Trustee or person would otherwise be prohibited from holding.

#### **F. INCAPACITY (For Revocable Trusts only)**

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 the 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 for the management, care, and/or protection of such property whatsoever.

#### **I. ACCOUNTING**

The Trustee shall provide periodic accounts to the then competent income beneficiaries and to the parent or guardian of any then incompetent income beneficiary (collectively referred to as "income beneficiaries"). The Grantor expressly waives, to the extent permitted by law, the delivery of accounts to any beneficiary other than the income beneficiaries. Unless otherwise prohibited by law, each of the then income beneficiaries will be deemed to have acquiesced to any such account 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 (For Revocable Trusts only)**

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.

#### **M. DE MINIMUS 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 \$100,000 (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 elsewhere in this instrument, any Corporate Trustee specifically named herein shall not be prohibited from acting as a Trustee or Co-Trustee because its capital and surplus presently is or later declines below any capital and surplus minimum required in this instrument.

## 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. **This service provides discretionary money management for a fee.**

Brokerage services are provided by Fidelity Brokerage Services LLC, 900 Salem Street, Smithfield, Rhode Island 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.

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