IRA/KEOGH LIABILITY INSURING AGREEMENT

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and the information contained in the Declarations and Application, the Insurer and the Insured agree that coverage will be provided subject to all of the terms, conditions and limitations of this Insuring Agreement, as follows:

1. The attached Policy is amended by adding an additional Insuring Agreement as follows:

   IRA/KEOGH LIABILITY INSURING AGREEMENT

   The Insurer will pay on behalf of the Insured, Loss resulting from Claims first made during the Policy Period or Discovery Period against the Company for which the Company is legally obligated to pay for Wrongful Acts while acting solely in the capacity as administrator, custodian, or trustee under any individual retirement account (IRA) or H.R. 10 Plan (Keogh Plan) outside of the scope of any Trust Department or Trust Subsidiary of the Company.

2. For the purpose of the coverage afforded by this Insuring Agreement, all of the terms and conditions set forth in the Policy and any amendments thereto shall apply except:

   A. Section II (B), entitled "Not-for-Profit Directorships", is deleted.

   B. All of the definitions set forth in Section IV, entitled "Definitions", shall apply and the following is added:

      Professional Services means only those services performed or required to be performed by an Insured for or on behalf of a customer of the Company:

      (1) for a fee, commission or other monetary compensation;

      (2) where a fee, commission or other monetary compensation would usually be received by the Insured but for business or other reasons is waived by the Insured; or

      (3) for other remuneration which inures to the benefit of the Insured.

      Professional Services shall not include Wrongful Acts relating to an extension of credit, an agreement or refusal to extend credit, loan servicing, or the collection or restructuring of any extension of credit.

   C. All of the exclusions set forth in Section V, entitled "Exclusions Applicable to all Insuring Agreements", shall apply and the following are added:

      Bonding/Insurance Company Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim that is brought directly or indirectly by or for the benefit of any insurance carrier or bond carrier of the Company, or any affiliate of the Company, regardless in whose name such Claim is actually made.

      Contract Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim:
(1) arising out of or in any way involving the assumption of any liability to defend, indemnify, or hold harmless any person or entity, other than an Insured Person, under any written contract or agreement, unless such liability would be imposed regardless of the existence of such contract or agreement; or

(2) for the intentional breach, in fact, of any express written or oral contract or amounts the Company is obligated to pay pursuant to any express written or oral contract. If it is established in fact that such Claim involves an intentional breach of contract, the Insured agrees to reimburse Defense Costs.

Fee Dispute Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim arising out of or in any way involving disputes over fees, commissions, or charges for the Company's services.

Insolvency Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim arising out of or in any way involving the bankruptcy of or suspension of payment by any bank, banking firm, broker or dealer in securities or commodities or any other financial institution to the extent such Claim alleges a Wrongful Act solely in connection with Professional Services offered by the Company; provided, however, that this Exclusion shall not apply with respect to the Insured's investment on behalf of a customer in the stock of any such entities.

Receivership Exclusion - The Insurer shall not be liable to make any payment for Loss in connection with any Claim arising out of or in any way involving the Company's function or activity as receiver, trustee in bankruptcy, or assignee for the benefit of creditors.

D. Section VI (A), entitled "Limit of Liability", is amended to add the following Subsection:

(4) The Insurer agrees to provide, without additional charge, a one-time reinstatement of the Limit of Liability under this Insuring Agreement to the extent such Limit of Liability is diminished by paid Loss resulting from paid Claims under this Insuring Agreement. Should a Claim exhaust the Limit of Liability under this Insuring Agreement, the Limit of Liability will only be reinstated for subsequent Claims. This reinstatement shall not serve to increase the Limit of Liability for any single Claim.

E. In the event that a Claim is covered under this Insuring Agreement, the Insurer shall not be liable for payment of Loss in connection with such Claim under the Broad Form Company Liability Insuring Agreement or the Bankers Professional Liability Insuring Agreement (if applicable).

3. This Insuring Agreement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.