

PROFESSIONAL CAPACITY ENDORSEMENT

Professional Services Insured

Section I of the INSURING AGREEMENTS is hereby deleted and replaced with the following:

I. COVERAGE-PROFESSIONAL LIABILITY:

The Insurers will pay, on behalf of the Insured, all sums which the Insured shall become legally obligated to pay as "damages" by reason of liability arising out of any negligent act, error or omission in rendering or failing to render professional services of the Bank Trust Department, whether committed by the Insured, any person employed by the Insured or by others for whom the Insured is legally responsible.

For purposes of this Certificate, the professional services the "Bank Trust Department" shall mean the business solely of administering estates or trusts, managing real or personal property, acting as a custodian, giving of financial, economic or investment advice or the rendering of investment advisory or management services to any client of the Insured as well as acting as a stock transfer agent, registrar, trustee under bond indenture, dividend dispersing agent, fiscal agent, escrow agent or sinking fund agent for any client of the Insured.

Additional Exclusions

The following exclusions are hereby added to the EXCLUSIONS section of the Certificate:

I. The Insuring Agreements and all other provisions of this Certificate shall not apply to claims or "costs, charges and expenses" for, arising out of, or alleging:

- (m) liability of any kind based upon, involving or arising out of services that are performed by other than the Trust Department of the Named Insured.
- (n) any claims which involve any person, firm or corporation that the Insured has released from his, their or its legal liability.
- (o) the mechanical or electronic malfunction or business machines or functions.
- (p) liability of any kind based upon, involving or arising out of the Insured's activities as receiver or trustee in bankruptcy or assignee for the benefit of creditors.
- (q) excessive or unwarranted fees or charges of any description.
- (r) suspension of payment by any bank or banking firm or broker or dealer in securities or commodities or based upon the insolvency of the Insured.
- (s) claims arising out of any financial or investment advice given or referrals, warranties, guaranties or predictions of future performance made by any Insured as regards specific and identifiable investment items including, but not limited to, personal property, real property, stocks, bonds or securities.

All other terms and conditions of the Certificate remain unchanged.

The effective date and hour of this endorsement is stated below and reference to hour shall be Standard Time at the address of the named insured as stated in the Certificate. This endorsement shall terminate with the Certificate.

This endorsement is subject to the declarations, conditions, and other terms of the Certificate which are not inconsistent herewith, and when countersigned by an authorized representative of the Insurers, forms a part of the Certificate described below.

Issued to

Certificate Number	Endorsement Number	Endorsement Effective	M
..... (HOUR)	(MONTH) (DAY) (YEAR)
Certificate Effective			Professional Underwriters Agency, Inc.
.....	(MONTH) (DAY) (YEAR)		
Signed at			SPECIMEN
.....	(MONTH) (DAY) (YEAR)		Correspondent