

EVEREST NATIONAL INSURANCE COMPANY

(A Stock Insurance Company, herein called the Underwriter)

EXHIBIT A**FINANCIAL INSTITUTION BOND**

Standard Form No. 24, Revised to May, 2011

Bond No. 8100003956-141**DECLARATIONS****Item 1. Name of Insured (herein called Insured):** National Bankshares, Inc.; The National Bank of Blacksburg; National Bankshares Financial Services, Inc.**Principal Address:** 101 Hubbard Street
Blacksburg, VA 24060**Item 2. Bond Period:** from 12:01 a.m. on 11/01/2014 to 12:01 a.m. on 11/01/2017**Item 3. The Aggregate Limit of Liability of the Underwriter during the Bond Period shall be \$8,000,000****Item 4.** Subject to Sections 4 and 12 hereof, the Single Loss Limit of Liability applicable to each of Insuring Agreement and the Single Loss Deductible are as follows:

	<u>Single Loss Limit of Liability</u>	<u>Single Loss Deductible</u>
Basic Coverage:		
Fidelity with Electronic Data Processors - Insuring Agreement (A)	\$8,000,000	\$125,000
On Premises - Insuring Agreement (B)	\$8,000,000	\$125,000
In Transit - Insuring Agreement (C)	\$8,000,000	\$125,000
Counterfeit Money - Insuring Agreement (F)	\$8,000,000	\$125,000
Optional Insuring Agreements and Coverages:		
Forgery or Alteration - Insuring Agreement (D)	\$8,000,000	\$125,000
Unauthorized Signature	\$8,000,000	\$125,000
Computer & Electronic Crime Rider	\$8,000,000	\$125,000
Securities with Loan Participation - Insuring Agreement (E)	\$8,000,000	\$125,000
Extortion - Persons & Property	\$2,500,000	\$100,000
Fraudulent Mortgages - Insuring Agreement (G)	\$5,000,000	\$125,000
On/Off Premises ATM	\$75,000	\$7,500
Check Kiting Fraud	\$250,000	\$100,000
Stop Payment Legal Liability	\$50,000	\$5,000
Transit Cash Letter	\$2,500,000	\$0
Safe Deposit Box - Liability & Property With Money	\$2,750,000	\$0
Audit Expense	\$50,000	\$0
Claims Expense	\$50,000	\$0
Court Costs and Attorney's Fees	\$8,000,000	\$125,000
Reward Payment	\$2,500	\$0
Debit Card	\$50,000	\$25,000
	Debit Card Aggregate Limit	\$250,000

If "Not Covered" is inserted above opposite any specified Insuring Agreement or Coverage, or if no amount is inserted, such Insuring Agreement or Coverage and any other reference thereto in this bond

shall be deemed to be deleted.

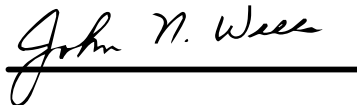
Item 5. The liability of the Underwriter is subject to the terms of the following riders attached hereto. All of the terms and conditions of this bond apply to such riders except to the extent the rider explicitly provides otherwise. EEO 41 688 VA, EN IL PV 1, SR6164c VA, EEO 40 674, EEO 40 706, EEO 40 769, EEO 40 777, EEO 40 779, EEO 40 781, EEO 40 783, EEO 40 784, EEO 40 786, EEO 40 841, EEO 40 846, EEO 40 849, EEO 40 863, EEO 40 865, EEO 40 875, EEO 40 879, EEO 40 945, EEO 40 985, EEO 41 648 VA, SR5967e, SR6312

Item 6. The amount of anticipated loss which the Insured must report to the Underwriter pursuant to Section 12 is the amount of the Single Loss Deductible applicable to the coverage as specified in Item 4.

Item 7. For the purposes of Insuring Agreement B, Property lodged or deposited in the following offices and premises is not covered:

Item 8. The Insured by the acceptance of this bond gives notice to the Underwriter terminating or cancelling prior bond(s) No.(s) 8100003956-111
Such termination or cancellation to be effective as of the time this bond becomes effective.

Date: October 27, 2014



Company Officer or Authorized Representative

The Underwriter, in consideration of an agreed premium, and in reliance upon all statements made and information furnished to the Underwriter by the Insured in applying for this bond, and subject to the Declarations, Insuring Agreements, General Agreements, Conditions and Limitations and other terms hereof, agrees to indemnify the Insured for:

INSURING AGREEMENTS

FIDELITY

- (A) Loss resulting directly from dishonest or fraudulent acts committed by an Employee, acting alone or in collusion with others. Such dishonest or fraudulent acts must be committed by the Employee with the manifest intent:
- (1) to cause the Insured to sustain such loss; and
 - (2) to obtain an improper financial benefit for the Employee or another person or entity. However, if some or all of the Insured's loss results directly or indirectly from:
 - (a) Loans, that portion of the loss involving any Loan is not covered unless the Employee also was in collusion with one or more parties to the Loan transactions and has received, in connection therewith, an improper financial benefit with a value of at least \$2500; or
 - (b) trading, that portion of the loss is not covered unless the Employee also has received, in connection therewith, an improper financial benefit.

As used in this Insuring Agreement, an improper financial benefit does not include any employee benefits received in the course of employment, including but not limited to: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

As used in this Insuring Agreement, loss does not include any employee benefits (including but not limited to: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) intentionally paid by the Insured.

ON PREMISES

- (B) (1) Loss of items enumerated in the definition of Property resulting directly from:
- (a) robbery, burglary, misplacement, mysterious unexplainable disappearance and damage thereto or destruction thereof, or
 - (b) theft, false pretenses, common-law or statutory larceny, committed by a person physically present in an office or on the premises of the Insured at the time the enumerated items of Property are surrendered;

while such enumerated items of Property are lodged or deposited within offices or premises located anywhere, except those offices set forth in Item 7 of the Declarations.

- (2) Loss of or damage to furnishings, fixtures, supplies or equipment within an office of the Insured covered under this bond resulting directly from larceny or theft in, or burglary or robbery of, such office, or attempt thereat, provided that:
- (a) the Insured is the owner of such furnishings, fixtures, supplies, equipment, or office or is liable for such loss or damage, and
 - (b) the loss is not caused by fire.

IN TRANSIT

- (C) Loss of Property resulting directly from robbery, common-law or statutory larceny, theft, misplacement, mysterious unexplainable disappearance, and damage thereto or destruction thereof, while the Property is in transit anywhere in the custody of
- (1) a Messenger, or
 - (2) a Transportation Company and being transported in an armored motor vehicle, or
 - (3) a Transportation Company and being physically (not electronically) transported in other than an armored motor vehicle, provided that covered Property transported in such manner is limited to the following:
 - (a) Books of account and other records stored on tangible media, including magnetic tapes, disks and computer drives as well as paper, but not including any of the other items listed in the definition of Property, however stored, and
 - (b) Certificated Securities issued in registered form and not endorsed, or with restrictive endorsements, and
 - (c) Negotiable Instruments not payable to bearer, and either not endorsed or with restrictive endorsements.

Coverage under this Insuring Agreement begins immediately upon the receipt of such Property by the Messenger or Transportation Company and ends immediately upon delivery to the designated recipient or its agent, but only while the Property is being conveyed.

FORGERY OR ALTERATION

- (D) Loss resulting directly from the Insured having, in good faith, paid or transferred any Property in reliance on any Written, Original
- (1) Negotiable Instrument (except an Evidence of Debt),
 - (2) Certificate of Deposit,
 - (3) Letter of Credit,
 - (4) Withdrawal Order,
 - (5) receipt for the withdrawal of Property, or
 - (6) instruction or advice directed to the Insured and purportedly signed by a customer of the Insured or by a banking institution

which (a) bears a handwritten signature which is a Forgery; or (b) is altered, but only to the extent the Forgery or alteration causes the loss.

Actual physical possession of the items listed in (1) through (6) above by the Insured is a condition precedent to the Insured's having relied on the items.

A reproduction of a handwritten signature is treated the same as the handwritten signature. An electronic or digital signature is not treated as a reproduction of a handwritten signature.

SECURITIES

- (E) Loss resulting directly from the Insured having, in good faith, for its own account or for the account of others,
- (1) acquired, sold or delivered or given value, extended credit or assumed liability, on the faith of, any Written, Original
 - (a) Certificated Security,
 - (b) Document of Title,
 - (c) deed, mortgage or other instrument conveying title to, or creating or discharging a lien upon, real property,
 - (d) Certificate of Origin or Title,
 - (e) Certificate of Deposit
 - (f) Evidence of Debt,
 - (g) corporate, partnership or personal Guarantee, or
 - (h) Security Agreement,which (i) bears a handwritten signature which is material to the validity or enforceability of the security, which is a Forgery, or (ii) is altered, but only to the extent the Forgery or alteration causes the loss or (iii) is lost or stolen;
 - (2) guaranteed in writing or witnessed any signature upon any transfer, assignment, bill of sale, power of attorney, guarantee, endorsement or any items listed in (a) through (h) above; or
 - (3) acquired, sold or delivered, or given value, extended credit or assumed liability, on the faith of any item listed in (a) through (e) above which is a Counterfeit, but only to the extent the Counterfeit causes the loss.

Actual physical possession of the items listed in (a) through (h) above by the Insured, its correspondent bank or other authorized representative, is a condition precedent to the Insured's having relied on the faith of such items.

A reproduction of a handwritten signature is treated the same as the handwritten signature. An electronic or digital signature is not treated as a reproduction of a handwritten signature.

COUNTERFEIT MONEY

- (F) Loss resulting directly from the receipt by the Insured, in good faith, of any Counterfeit Money of the United States of America, Canada or of any other country in which the Insured maintains a branch office.

FRAUDULENT MORTGAGES

- (G) Loss resulting directly from the Insured's having, in good faith and in the normal course of business in connection with any Loan, accepted or received or acted upon the faith of any Written, Original
- (1) real property mortgages, real property deeds of trust or like instruments pertaining to realty, or
 - (2) assignments of such mortgages, deeds of trust or instruments

which prove to have been defective by reason of the signature thereon of any person having been obtained through trick, artifice, fraud or false pretenses or the signature on the recorded deed conveying such real property to the mortgagor or grantor of such mortgage or deed of trust having been obtained by or on behalf of such mortgagor or grantor through trick, artifice, fraud or false pretenses.

GENERAL AGREEMENTS

NOMINEES

A. This bond does not indemnify any Insured for loss sustained by a proprietorship, partnership or corporation which is owned, controlled or operated by an Insured and not named as an Insured hereunder unless:

- (1) such loss is sustained by a nominee organized by an Insured for the purpose of handling certain of its business transactions and composed exclusively of its Employees; and
- (2) such Insured is not a holding company.

If the conditions of (1) and (2) are met, loss sustained by the nominee shall, for all the purposes of this bond and whether or not any partner of such nominee is implicated in such loss, be deemed to be loss sustained by the Insured.

ADDITIONAL OFFICES OR EMPLOYEES—CONSOLIDATION, MERGER OR PURCHASE OF ASSETS—NOTICE

B. If the Insured shall, while this bond is in force, establish any additional offices, other than by consolidation or merger with, or purchase or acquisition of assets or liabilities of, another institution, such offices shall be automatically covered hereunder from the date of such establishment without the requirement of notice to the Underwriter or the payment of additional premium for the remainder of the premium period.

If the Insured shall, while this bond is in force, consolidate or merge with, or purchase or acquire assets or liabilities of, another institution, the Insured shall not have such coverage as is afforded under this bond for loss which:

- (1) has occurred or will occur in offices or premises, or
- (2) has been caused or will be caused by an employee or employees of such institution, or
- (3) has arisen or will arise out of the assets or liabilities

acquired by the insured as a result of such consolidation, merger or purchase or acquisition of assets or liabilities unless the Insured shall (i) give the Underwriter Written notice of the proposed consolidation, merger or purchase or acquisition of assets or liabilities prior to the proposed effective date of such action, and (ii) obtain the Written consent of the Underwriter to extend the coverage provided by this bond to such additional offices or premises, employees and other exposures, and (iii) upon obtaining such consent, pay to the Underwriter an additional premium.

CHANGE OF OWNERSHIP–NOTICE

- C. When an Insured learns of a change in ownership by a single stockholder, partner or member, or by a group of affiliated stockholders, partners or members, of more than ten percent (10%) of its voting stock or its total ownership interest, or of the voting stock or total ownership interest of a holding company or parent corporation which itself owns or controls the Insured, it shall give Written notice to the Underwriter, as soon as practicable but not later than within thirty (30) days. Failure to give the required notice shall result in termination of coverage for any loss involving a transferee of such stock or ownership interest, effective upon the date of the stock transfer or transfer of ownership interest.

REPRESENTATION OF INSURED

- D. The Insured represents that the information furnished in the application for this bond is complete, true and correct. Such application constitutes part of this bond.

Any omission, concealment or incorrect statement, in the application or otherwise, shall be grounds for the rescission of this bond, provided that such omission, concealment or incorrect statement is material.

JOINT INSUREDS

- E. Only the first named Insured can submit a claim under this bond, and shall act for all Insureds. Payment by the Underwriter to the first named Insured of loss sustained by any Insured shall fully release the Underwriter on account of such loss. If the first named Insured ceases to be covered under this bond, the Insured next named shall thereafter be considered as the first named Insured. Knowledge possessed or discovery made by any Insured shall constitute knowledge or discovery by all Insureds for all purposes of this bond. The liability of the Underwriter for loss or losses sustained by all Insureds shall not exceed the amount for which the Underwriter would have been liable had all such loss or losses been sustained by one Insured.

NOTICE OF LEGAL PROCEEDING AGAINST INSURED–ELECTION TO DEFEND

- F. The Insured shall notify the Underwriter at the earliest practicable moment, not to exceed 30 days after notice thereof, of any legal proceeding brought to determine the Insured's liability for any loss, claim or damage, which, if established, would constitute a collectible loss under this bond. Concurrently, the Insured shall furnish copies of all pleadings and pertinent papers to the Underwriter.

The Underwriter, at its sole option, may elect to conduct the defense of such legal proceeding, in whole or in part. The defense by the Underwriter shall be in the Insured's name through attorneys selected by the Underwriter. The Insured shall provide all reasonable information and assistance required by the Underwriter for such defense.

If the Underwriter elects to defend the Insured, in whole or in part, any judgment against the Insured on those counts or causes of action which the Underwriter defended on behalf of the Insured or any settlement in which the Underwriter participates and all attorneys' fees, costs and expenses incurred by the Underwriter in the defense of the litigation shall be a loss covered by this bond.

If the Insured does not give the notices required in subsection (a) of Section 5. of the Conditions and Limitations of this bond and in the first paragraph of this General Agreement, or if the Underwriter elects not to defend any causes of action, neither a judgment against the Insured, nor a settlement of any legal proceeding by the Insured, shall determine the existence, extent or amount of coverage under this bond for loss sustained by the Insured, and the Underwriter shall not be liable for any attorneys' fees, costs and expenses incurred by the Insured.

With respect to this General Agreement, subsections (b) and (d) of Section 5. of the Conditions and Limitations of this bond apply upon the entry of such judgment or the occurrence of such settlement instead of upon discovery of loss. In addition, the Insured must notify the Underwriter within 30 days after such judgment is entered against it or after the Insured settles such legal proceeding, and, subject to subsection (e) of Section 5., the Insured may not bring legal proceedings for the recovery of such loss after the expiration of 24 months from the date of such final judgment or settlement.

INSURED'S ERISA PLANS

- G. If any Employee or director of the Insured is required to provide a bond to a health, welfare or pension plan subject to the Employee Retirement Income Security Act of 1974 (ERISA) (hereinafter the Plan), the majority of whose beneficiaries are Employees or former Employees of the Insured, the Plan shall be deemed an Insured under this bond for the purposes of Insuring Agreement (A) only and subject, in addition to all other terms and conditions of this bond, to the following:
- (1) the deductible required by Section 12 of the Conditions and Limitations of this bond shall be applicable to a loss suffered by the Plan only after the Plan has received from the Underwriter:
 - (a) the lesser of \$500,000 or 10% of the assets of the Plan at the beginning of the fiscal year of the Plan in which the loss is discovered, if the Plan does not hold "employer securities" within the meaning of section 407(d)(1) of ERISA; or
 - (b) the lesser of \$1,000,000 or 10% of the assets of the Plan at the beginning of the fiscal year of the Plan in which the loss is discovered, if the Plan holds "employer securities" within the meaning of section 407(d)(1) of ERISA.
 - (2) notwithstanding Section 3 of the Conditions and Limitations of this bond, loss suffered by the Plan is covered if discovered during the term of this bond or within one year thereafter, but if discovered during said one year period, the loss payable under this bond shall be reduced by the amount recoverable from any other bond or insurance protecting the assets of the plan against loss through fraud or dishonesty; and
 - (3) if more than one plan subject to ERISA is an Insured pursuant to this General Agreement, the Insured shall purchase limits sufficient to provide the minimum amount of coverage required by ERISA for each Plan and shall distribute any payment made under this bond to said Plans so that each Plan receives the amount it would have received if insured separately for the minimum coverage which ERISA required it to have.

CONDITIONS AND LIMITATIONS

DEFINITIONS

Section 1. As used in this bond:

- (a) Certificate of Deposit means a Written acknowledgment by a financial institution of receipt of Money with an engagement to repay it.
- (b) Certificate of Origin or Title means a Written document issued by a manufacturer of personal property or a governmental agency evidencing the ownership of the personal property and by which ownership is transferred.
- (c) Certificated Security means a share, participation or other interest in property of or an enterprise of the issuer or an obligation of the issuer, which is:
 - (1) represented by a Written instrument issued in bearer or registered form;

- (2) of a type commonly dealt in on securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment; and
 - (3) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.
- (d) Change in Control means a change in ownership of more than fifty percent (50%) of the voting stock or ownership interest of the Insured, or of a parent corporation or holding company which controls the Insured.
- (e) Counterfeit means a Written imitation of an actual, valid Original which is intended to deceive and to be taken as the Original.
- (f) Document of Title means a Written bill of lading, dock warrant, dock receipt, warehouse receipt or order for the delivery of goods, and also any other Written document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers and must purport to be issued by or addressed to a bailee and purport to cover goods in the bailee's possession which are either identified or are fungible portions of an identified mass.
- (g) Electronic Data Processor means a natural person, partnership or corporation with the Insured's Written authorization to perform services as data processor of checks presented to the Insured by a customer or another financial institution. A Federal Reserve Bank or clearinghouse shall not be an Electronic Data Processor.
- (h) Employee means:
- (1) a natural person while in the service of the Insured whom the Insured has the right to direct and control in the performance of his or her duties and
 - (i) whom the Insured directly compensates by wages, salaries or commissions, or
 - (ii) who is compensated by an employment agency which is paid by the Insured for providing the person's services for work at or in the Insured's offices or premises covered hereunder;
 - (2) a member of the Board of Directors of the Insured, or a member of an equivalent body, when performing acts coming within the scope of the usual duties of a person described in paragraph (h)(1) above or while acting as a member of any committee duly elected or appointed by resolution of the board of directors or equivalent body to perform specific, as distinguished from general, directorial acts on behalf of the Insured;
 - (3) an employee of an institution merged or consolidated with the Insured prior to the effective date of this bond, but only as to acts while an employee of such institution which caused said institution to sustain a loss which was not known to the Insured or to the institution at the time of the merger or consolidation; and
 - (4) an Electronic Data Processor, provided, however, that each such Electronic Data Processor, and the partners, officers and employees of such Electronic Data Processor shall, collectively, be deemed to be one Employee for all the purposes of this bond, excepting, however, the Employee termination provisions of Section 13.
- (i) Evidence of Debt means a Written instrument, including a Negotiable Instrument, executed, or purportedly executed, by a customer of the Insured and held by the Insured which in the regular course of business is treated as evidencing the customer's debt to the Insured.
- (j) Forgery means:

- (1) affixing the handwritten signature, or a reproduction of the handwritten signature, of another natural person without authorization and with intent to deceive; or
- (2) affixing the name of an organization as an endorsement to a check without authority and with the intent to deceive.

Provided, however, that a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose is not a Forgery. An electronic or digital signature is not a reproduction of a handwritten signature or the name of an organization.

- (k) Guarantee means a Written undertaking obligating the signer to pay the debt of another, to the Insured or its assignee or to a financial institution from which the Insured has purchased participation in the debt, if the debt is not paid in accordance with its terms.
- (l) Letter of Credit means a Written engagement by a bank, made at the request of a customer, that the bank will honor drafts or other demands for payment upon compliance with the conditions specified in the Letter of Credit.
- (m) Loan means all extensions of credit by the Insured and all transactions creating a creditor relationship in favor of the Insured and all transactions by which the Insured assumes an existing creditor relationship.
- (n) Messenger means an Employee while in possession of the Insured's Property away from the Insured's premises and any other natural person acting as custodian of the Property during an emergency arising from the incapacity of the original Employee.
- (o) Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.
- (p) Negotiable Instrument means any writing:
 - (1) signed by the maker or drawer; and
 - (2) containing any unconditional promise or order to pay a sum certain in Money and no other promise, order, obligation or power given by the maker or drawer; and
 - (3) is payable on demand or at a definite time; and
 - (4) is payable to order or bearer.
- (q) Original means the first rendering or archetype and does not include photocopies or electronic transmissions even if received and printed.
- (r) Property means Money, Certificated Securities, Negotiable Instruments, Certificates of Deposit, Documents of Title, Evidences of Debt, Security Agreements, Withdrawal Orders, Certificates of Origin or Title, Letters of Credit, insurance policies, abstracts of title, deeds and mortgages on real estate, revenue and other stamps, tokens, unsold state lottery tickets, books of account and other records stored on tangible media, gems, jewelry, precious metals in bars or ingots, (which are collectively the enumerated items of Property), and tangible items of personal property which are not herein before enumerated.
- (s) Security Agreement means a Written agreement which creates an interest in personal property or fixtures and which secures payment or performance of an obligation.

- (t) Transportation Company means any organization which regularly provides its own or leased vehicles for transportation of its customers' property or which provides freight forwarding or air express services.
- (u) Withdrawal Order means a Written, non-negotiable instrument, signed by a customer of the Insured authorizing the Insured to debit the customer's account in the amount of funds stated therein.
- (v) Written means expressed through letters or marks placed upon paper and visible to the eye.

EXCLUSIONS

Section 2. This bond does not cover:

- (a) loss resulting directly or indirectly from Forgery or alteration, except when covered under Insuring Agreements (A), (D), or (E);
- (b) loss due to riot or civil commotion outside the United States of America and Canada; or loss due to military, naval or usurped power, war or insurrection unless such loss occurs in transit in the circumstances recited in Insuring Agreement (C), and unless, when such transit was initiated, there was no knowledge of such riot, civil commotion, military, naval or usurped power, war or insurrection on the part of any person acting for the Insured in initiating such transit;
- (c) loss resulting directly or indirectly from the effects of nuclear fission or fusion, radioactivity, or chemical or biological contamination;
- (d) loss resulting directly or indirectly from any acts of any person who is a member of the Board of Directors of the Insured or a member of any equivalent body by whatsoever name known, except when covered under Insuring Agreement (A);
- (e) loss resulting directly or indirectly from the complete or partial nonpayment of, or default upon, any Loan or transaction involving the Insured as a lender or borrower, or extension of credit, including but not limited to the purchase, discounting or other acquisition of false or genuine accounts, invoices, notes, agreements or Evidences of Debt, whether such Loan, transaction or extension was procured in good faith or through trick, artifice, fraud or false pretenses, except when covered under Insuring Agreements (A), (E) or (G);
- (f) loss of Property contained in customers' safe deposit boxes, except when covered under Insuring Agreement (A);
- (g) loss through cashing or paying forged or altered travelers' checks, or travelers' checks bearing forged endorsements, except when covered under Insuring Agreement (A); or loss of unsold travelers' checks or unsold money orders in the custody of the Insured with authority to sell, unless (1) the Insured, by Written contract, has agreed to indemnify the drawer of the travelers checks or money orders for such loss and (2) such checks or money orders are later paid or honored by said drawer;
- (h) loss caused by an Employee, except when covered under Insuring Agreement (A), or when covered under Insuring Agreements (B) or (C) and resulting directly from unintentional acts of the Employee causing mysterious unexplainable disappearance, misplacement, destruction of or damage to Property;
- (i) loss resulting directly or indirectly from trading, with or without the knowledge of the Insured, whether or not represented by any indebtedness or balance shown to be due the Insured on any customer's account, actual or fictitious, and notwithstanding any act or omission on the part of any Employee in connection with any account relating to such trading, indebtedness, or balance, except when covered under Insuring Agreements (A), (D) or (E);
- (j) shortage in any teller's cash due to error;

- (k) loss resulting directly or indirectly from the use, or purported use, of credit, debit, charge, access, convenience or other cards
 - (1) in obtaining credit or funds, or
 - (2) in gaining access to automated mechanical devices which, on behalf of the Insured, disburse Money, accept deposits, cash checks, drafts or similar Written instruments or make credit card loans, or
 - (3) in gaining access to point of sale terminals, customer-bank communication terminals, or similar electronic terminals of electronic funds transfer systems,whether such cards were issued, or purport to have been issued, by the Insured or by anyone other than the Insured, except when covered under Insuring Agreement (A);
- (l) loss involving automated mechanical devices which, on behalf of the Insured, disburse Money, accept deposits, cash checks, drafts or similar Written instruments or make credit card loans, unless such automated mechanical devices are situated within an office of the Insured which is permanently staffed by an Employee whose duties are those usually assigned to a bank teller, even though public access is from outside the confines of such office, but in no event shall the Underwriter be liable for loss (including loss of Property)
 - (1) as a result of damage to such automated mechanical devices perpetrated from outside such office, or
 - (2) as a result of failure of such automated mechanical devices to function properly, or
 - (3) through misplacement or mysterious unexplainable disappearance of Property located within any such automated mechanical devices, except when covered under Insuring Agreement (A);
- (m) loss resulting directly or indirectly from surrender of property away from an office of the insured as a result of
 - (1) kidnapping,
 - (2) payment of ransom,
 - (3) threats of bodily harm to any person, except the custodian of the Property, or of damage to the premises or property of the Insured, or
 - (4) actual disappearance, damage, destruction, confiscation or theft of property intended as a ransom or extortion payment while held or conveyed by a person duly authorized by the Insured to have custody of such Property,except when covered under Insuring Agreement (A);
- (n) loss resulting directly or indirectly from payments made or withdrawals from a depositor's account involving erroneous credits to such account, except when covered under Insuring Agreement (A);
- (o) loss resulting directly or indirectly from payments made or withdrawals from a depositor's account involving items of deposit which are not finally paid, for any reason, including but not limited to Forgery or any other fraud, except when covered under Insuring Agreement (A);
- (p) loss resulting directly or indirectly from counterfeiting, except when covered under Insuring Agreements (A), (D), (E) or (F);

- (q) loss of any tangible item of personal property which is not specifically enumerated in the paragraph defining Property if such property is insured by other insurance of any kind and in any amount obtained by the Insured, and in any event, loss of such property occurring more than 60 days after the Insured shall have become aware that it owns, holds or is responsible for such property, except when covered under Insuring Agreements (A) or (B)(2);
- (r) loss of Property while
 - (1) in the mail, or
 - (2) in the custody of any Transportation Company, unless covered under Insuring Agreement (C), or
 - (3) while located on the premises of any Messenger or Transportation Companyexcept when covered under Insuring Agreement (A);
- (s) potential income, including but not limited to interest and dividends, not realized by the Insured;
- (t) damages of any type for which the Insured is legally liable, unless the Insured establishes that the act or acts which gave rise to the damages involved conduct which would have caused a covered loss to the Insured in a similar amount in the absence of such damages;
- (u) all fees, costs and expenses incurred by the Insured
 - (1) in establishing the existence of or amount of loss covered under this bond, or
 - (2) as a party to any legal proceeding whether or not such legal proceeding exposes the Insured to loss covered by this bond;
- (v) indirect or consequential loss of any nature including, but not limited to, fines, penalties, multiple or punitive damages;
- (w) any loss resulting from any violation by the Insured or by any Employee
 - (1) of law regulating
 - (i) the issuance, purchase or sale of securities,
 - (ii) securities transactions upon any security exchange or over the counter market,
 - (iii) investment companies, or
 - (iv) investment advisers, or
 - (2) of any rule or regulation made pursuant to any such law,unless it is established by the Insured that the act or acts which caused the said loss involved fraudulent or dishonest conduct which would have caused a loss to the Insured in a similar amount in the absence of such laws, rules or regulations;
- (x) loss resulting directly or indirectly from the failure of a financial or depository institution, or its receiver or liquidator, to pay or deliver, on demand of the Insured, funds or Property of the Insured held by it in any capacity, except when covered under Insuring Agreements (A) or (B)(1)(a);
- (y) loss resulting directly or indirectly from the Insured's accepting checks payable to an organization for deposit into an account of a natural person;

- (z) damages resulting from any civil, criminal or other legal proceeding in which the Insured is alleged to have engaged in racketeering activity except when the Insured establishes that the act or acts giving rise to such damages were committed by an Employee under circumstances which result directly in a loss to the Insured covered by Insuring Agreement (A). For the purposes of this exclusion, “racketeering activity” is defined in 18 United States Code 1961 et seq., as amended.
- (aa) loss resulting directly or indirectly from the theft, disappearance or destruction of confidential information including, but not limited to, trade secrets, customer lists, and intellectual property.
- (bb) loss resulting directly or indirectly from the dishonest or fraudulent acts of an Employee if any Insured, or any director or officer of an Insured who is not in collusion with such Employee, knows, or knew at any time, of any dishonest or fraudulent act committed by such Employee at any time, whether in the employment of the Insured or otherwise, whether or not of the type covered under Insuring Agreement (A), against the Insured or any other person or entity and without regard to whether knowledge was obtained before or after the commencement of this bond. Provided, however, that this exclusion does not apply to loss of any Property already in transit in the custody of such Employee at the time such knowledge was obtained or to loss resulting directly from dishonest or fraudulent acts occurring prior to the time such knowledge was obtained.

DISCOVERY

Section 3. This bond applies to loss first discovered by the Insured during the Bond Period. Discovery occurs when the Insured first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered by this bond has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of the loss may not then be known.

Discovery also occurs when the Insured receives notice of an actual or potential claim in which it is alleged that the Insured is liable to a third party under circumstances which, if true, would constitute a loss under this bond.

LIMIT OF LIABILITY

Section 4.

Aggregate Limit of Liability

The Underwriter's total liability for all losses discovered during the Bond Period shown in Item 2. of the Declarations shall not exceed the Aggregate Limit of Liability shown in Item 3. of the Declarations. The Aggregate Limit of Liability shall be reduced by the amount of any payment made under the terms of this bond.

Upon exhaustion of the Aggregate Limit of Liability by such payments:

- (a) the Underwriter shall have no further liability for loss or losses regardless of when discovered and whether or not previously reported to the Underwriter; and
- (b) the Underwriter shall have no obligation under General Agreement F to continue the defense of the Insured, and upon notice by the Underwriter to the Insured that the Aggregate Limit of Liability has been exhausted, the Insured shall assume all responsibility for its defense at its own cost.

The Aggregate Limit of Liability shall be reinstated by any net recovery received by the Underwriter during the Bond Period and before the Aggregate Limit of Liability is exhausted. Recovery from reinsurance and/or indemnity of the Underwriter shall not be deemed a recovery as used herein. In the event that a loss of Property is settled by the Underwriter through the use of a lost instrument bond, such loss shall not reduce the Aggregate Limit of Liability, but any payment under the lost instrument bond shall reduce the Aggregate Limit of Liability under this bond.

Single Loss Limit of Liability

Subject to the Aggregate Limit of Liability, the Underwriter's liability for each Single Loss shall not exceed the applicable Single Loss Limit of Liability shown in Item 4. of the Declarations. If a Single Loss is covered under more than one Insuring Agreement or Coverage, the maximum amount payable shall not exceed the largest applicable Single Loss Limit of Liability.

Single Loss Defined

Single Loss means all covered loss, including court costs and attorneys' fees incurred by the Underwriter under General Agreement F, resulting from:

- (a) any one act or series of related acts of burglary, robbery or attempt thereof, in which no Employee is implicated, or
- (b) any one act or series of related unintentional or negligent acts or omissions on the part of any person (whether an Employee or not) resulting in damage to or destruction or misplacement of Property, or
- (c) all acts or omissions other than those specified in (a) and (b) preceding, caused by any person (whether an Employee or not) or in which such person is implicated, or
- (d) any one casualty or event not specified in (a), (b) or (c) preceding.

NOTICE/PROOF-LEGAL PROCEEDINGS AGAINST UNDERWRITER

Section 5.

- (a) At the earliest practicable moment, not to exceed 30 days, after discovery of loss, the Insured shall give the Underwriter notice thereof.
- (b) Within 6 months after such discovery, the Insured shall furnish to the Underwriter proof of loss, duly sworn to, with full particulars.
- (c) Lost Certificated Securities listed in a proof of loss shall be identified by certificate or bond numbers if such securities were issued therewith.
- (d) Legal proceedings for the recovery of any loss hereunder shall not be brought prior to the expiration of 60 days after the original proof of loss is filed with the Underwriter or after the expiration of 24 months from the discovery of such loss.
- (e) If any limitation period embodied in this bond is prohibited by any law controlling the construction hereof, such limitation period shall be deemed to be amended so as to equal the minimum limitation period allowed by such law.
- (f) This bond affords coverage only in favor of the Insured. No suit, action or legal proceedings shall be brought hereunder by any one other than the first named Insured.

VALUATION

Section 6.

The value of any loss for purposes of coverage under this bond shall be the net loss to the Insured after crediting any receipts, payments or recoveries, however denominated, received by the Insured in connection with the transaction giving rise to the loss. If the loss involves a Loan, any interest or fees received by the Insured in connection with the Loan shall be such a credit.

Money

Any loss of Money, or loss payable in Money, shall be paid, at the option of the Insured, in the Money of the country in which the loss was sustained or in the United States of America dollar equivalent thereof determined at the rate of exchange at the time of payment of such loss.

Securities

The Underwriter shall settle in kind its liability under this bond on account of a loss of any securities or, at the option of the Insured, shall pay to the Insured the cost of replacing such securities, determined by the market value thereof at the time of such settlement. In case of a loss of subscription, conversion or redemption privileges through the misplacement or loss of securities, the amount of such loss shall be the value of such privileges immediately preceding the expiration thereof. If such securities cannot be replaced or have no quoted market value, or if such privileges have no quoted market value, their value shall be determined by agreement or arbitration.

If the applicable coverage of this bond is subject to a Deductible Amount and/or is not sufficient in amount to indemnify the Insured in full for the loss of securities for which claim is made hereunder, the liability of the Underwriter under this bond is limited to the payment for, or the duplication of, so much of such securities as has a value equal to the amount of such applicable coverage.

Books of Account and Other Records

In case of loss of, or damage to, any books of account or other records used by the Insured in its business, the Underwriter shall be liable under this bond only if such books or records are actually reproduced and then for not more than the cost of the blank books, blank pages or other materials, including electronic media, plus the cost of labor for the actual transcription or copying of data which shall have been furnished by the Insured in order to reproduce such books and other records.

Property other than Money, Securities or Records

In case of loss of, or damage to, any Property other than Money, securities, books of account or other records, or damage covered under Insuring Agreement (B)(2), the Underwriter shall not be liable for more than the actual cash value of such Property, or of items covered under Insuring Agreement (B)(2). The Underwriter may, at its election, pay the actual cash value of, replace or repair such property. Disagreement between the Underwriter and the Insured as to the cash value or as to the adequacy of repair or replacement shall be resolved by arbitration.

Set-Off

Any loss covered under this bond shall be reduced by a set-off consisting of any amount owed to the Employee (or to his or her assignee) causing the loss if such loss is covered under Insuring Agreement (A).

ASSIGNMENT– SUBROGATION– RECOVERY

Section 7.

- (a) In the event of payment under this bond, the Insured shall deliver, if so requested by the Underwriter, an assignment of such of the Insured's rights, title and interest and causes of action as it has against any person or entity to the extent of the loss payment.
- (b) In the event of payment under this bond, the Underwriter shall be subrogated to all of the Insured's rights of recovery therefore against any person or entity to the extent of such payment.

- (c) Recoveries, whether effected by the Underwriter or by the Insured, shall be applied, net of the expense of such recovery, first to the satisfaction of the Insured's loss which would otherwise have been paid but for the fact that it is in excess of either the Single or Aggregate Limit of Liability, secondly, to the Underwriter as reimbursement of amounts paid in settlement of the Insured's claim, thirdly, to the Insured in satisfaction of any Deductible Amount, and fourthly, to the Insured for any loss not covered by this bond. Recovery on account of loss of securities as set forth in the third paragraph of Section 6 or recovery from reinsurance and/or indemnity of the Underwriter shall not be deemed a recovery as used herein.
- (d) The Insured shall execute all papers and render assistance to secure to the Underwriter the rights and causes of action provided for herein. The Insured shall do nothing after discovery of loss to prejudice such rights or causes of action.

COOPERATION

Section 8. Upon the Underwriter's request and at reasonable times and places designated by the Underwriter, the Insured shall

- (a) submit to examination by the Underwriter and subscribe to the same under oath; and
- (b) produce for the Underwriter's examination all pertinent records; and
- (c) cooperate with the Underwriter in all matters pertaining to any claim or loss.

ANTI-BUNDLING

Section 9. If any Insuring Agreement requires that an enumerated type of document be altered or Counterfeit, or contain a signature which is a Forgery or obtained through trick, artifice, fraud or false pretenses, the alteration or Counterfeit or signature must be on or of the enumerated document itself not on or of some other document submitted with, accompanying or incorporated by reference into the enumerated document.

OTHER INSURANCE OR INDEMNITY

Section 10. Coverage afforded hereunder shall apply only as excess over any valid and collectible insurance or indemnity obtained by the Insured, or by one other than the Insured on Property subject to exclusion (q), or by a Transportation Company, or by another entity on whose premises the loss occurred or which employed the person causing the loss.

COVERED PROPERTY

Section 11. This bond shall apply to loss of Property (a) owned by the Insured, (b) held by the Insured in any capacity, or (c) owned and held by someone else under circumstances which make the Insured responsible for the Property prior to the occurrence of the loss. This bond shall be for the sole use and benefit of the Insured named in the Declarations.

DEDUCTIBLE AMOUNT

Section 12. The Underwriter shall be liable hereunder only for the amount by which any single loss, as defined in Section 4, exceeds the Single Loss Deductible for the Insuring Agreement or Coverage applicable to such loss, subject to the Aggregate Limit of Liability and the applicable Single Loss Limit of Liability.

If the loss involves a dishonest or fraudulent act committed by an Employee, or if the amount of the potential loss exceeds the amount set forth in Item 6. of the Declarations, the Insured shall, in the time and in the manner prescribed in this bond, give the Underwriter notice of any loss of the kind covered by the terms of this bond, even if the amount of the loss does not exceed the Single Loss Deductible, and upon the request of the Underwriter shall file with it a brief statement giving the particulars concerning such loss.

TERMINATION OR CANCELLATION

Section 13. This bond terminates as an entirety upon occurrence of any of the following:

- (a) 60 days after the receipt by the Insured of a Written notice from the Underwriter of its desire to cancel this bond;
- (b) immediately upon the receipt by the Underwriter of a Written notice from the Insured of its desire to cancel this bond;
- (c) immediately upon the taking over of the Insured by a receiver or other liquidator or by State or Federal officials;
- (d) immediately upon a Change in Control of the first named Insured;
- (e) immediately upon exhaustion of the Aggregate Limit of Liability; or
- (f) immediately upon expiration of the Bond Period as set forth in Item 2 of the Declarations.

If there is a Change in Control of an Insured other than the first named Insured, this bond immediately terminates as to that Insured only.

This bond terminates as to any Employee, or any partner, officer or employee of any Electronic Data Processor,

- (a) as soon as any Insured, or any director or officer of an Insured who is not in collusion with such person, learns of any dishonest or fraudulent act committed by such person at any time, whether in the employment of the Insured or otherwise, whether or not of the type covered under Insuring Agreement (A), against the Insured or any other person or entity, without prejudice to the loss of any Property then in transit in the custody of such person, or
- (b) 15 days after the receipt by the Insured of a Written notice from the Underwriter of its desire to cancel this bond as to such person.

Termination of this bond as to any Insured terminates liability for any loss sustained by such Insured which is discovered after the effective date of such termination. Termination of this bond as to any Employee, or any partner, officer or employee of any Electronic Data Processor, terminates liability for any loss caused by a fraudulent or dishonest act committed by such person after the date of such termination.

In witness whereof, the Underwriter has caused this bond to be executed on the Declarations page.

EVEREST NATIONAL INSURANCE COMPANY



Keith S. Barbarosh
Secretary



Daryl W. Bradley
President

EVEREST NATIONAL INSURANCE COMPANY**VIRGINIA AMENDATORY RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that:

1. Section 2 of the bond entitled "Exclusions" is amended to add the following:

Knowledge Exclusion (New Applicant) - The Underwriter shall not be liable to make any payment for loss in connection with any claim:

- (a) arising from any prior or pending litigation or Written or oral demand in existence prior to the inception date of this bond; or
- (b) if, prior to the inception date of this bond, the Insured had knowledge of any fact, circumstance or situation which could reasonably be expected to give rise to such claim.

Knowledge Exclusion (Renewal Applicant) - The Underwriter shall not be liable to make payment pursuant to any increased limit of liability or coverage enhancement for:

- (a) any claim, facts, circumstances or situations for which the Underwriter has already received notice; or
- (b) any claim arising from or in any way involving any fact, circumstance or situation known by the Insured prior to the inception date of this bond which would reasonably be expected to give rise to a future claim.

Product, Service, Business Activity and Computer System Exclusion - The Underwriter shall not be liable to make any payment for loss in connection with any claim arising out of or in any way involving any product, service, business activity or computer system of the Insured unless such product, service, business activity or computer system is disclosed on the application signed by the Insured for the procurement of this bond.

2. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

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EVEREST NATIONAL INSURANCE COMPANY**EVEREST PRIVACY NOTICE**

Policy Number: 8100003956-141

YOUR CONFIDENTIALITY

This Privacy Notice applies to policyholders of the following companies: Everest National Insurance Company, Everest Indemnity Insurance Company, Everest Reinsurance Company and Everest Security Insurance Company (“Everest”). Everest respects your right to privacy and understands the importance of keeping the nonpublic personal information about you secure. We maintain certain policies to protect the confidentiality and security of your nonpublic personal information and have appropriate physical, electronic and procedural safeguards and security standards at our facilities to prevent access to your information by unauthorized third parties.

CATEGORIES OF GATHERED INFORMATION

Everest, through its agents and service providers, collects information about you in order to serve you properly. We collect information that is necessary or relevant to our business. Much of this information is obtained directly from you. The categories of personal information that may be collected by Everest includes, but is not limited to, the following:

- I. The information contained in your completed application for coverage.
- II. We may need information from your motor vehicle records.
- III. For property coverage, we may inspect your property and verify information about its value and risk.
- IV. We may review insurance claims information, loss information reports, and we may also obtain medical or financial information to adjust claims.
- V. We may obtain additional information from third parties such as other insurance companies, independent claims adjusters, governmental agencies, and courts.

Information that has been collected about you may be retained in both our records and your agent's files. We review it in evaluating your request for coverage, determining your rates, servicing your insurance policy, and adjusting claims.

DISCLOSURES PERMITTED BY LAW

We do not disclose your personal non-public information except as otherwise permitted by law. By law we are permitted to share personal information about you without your prior permission under certain circumstances and to certain persons, companies, organizations and entities such as:

- Your agent or broker;
- Parties who perform a business, professional or insurance function for our company, including affiliated companies, agents, service providers and reinsurers;
- Independent claims adjusters, appraisers, investigators, auditors, accountants and attorneys who need the information to investigate, defend or settle a claim involving your insurance;
- Businesses that help us with data processing or marketing;
- Other insurance companies, or agents as reasonably necessary in connection with any application, insurance policy or claim involving you;
- Insurance regulatory agencies in connection with the regulation of our business;

- Law enforcement or other governmental authorities to protect our legal interests or in cases of suspected fraud or illegal activities;
- Authorized persons as ordered by subpoena, warrant or other court order or as required by law.

YOUR RIGHT TO KNOW

The following access to records will be provided to you if required by law as well as if we have provided you with insurance issued in the following states: Arizona, California, Connecticut, Georgia, Hawaii, Illinois, Kansas, Maine, Massachusetts, Minnesota, Montana, Nevada, New Jersey, North Carolina, Ohio, Oregon and Virginia.

You have the right to access certain types of information we keep in our files about you and to receive a copy of such information.

Within thirty (30) business days of receipt of your request, we will inform you in writing of the nature and substance of locatable, retrievable and available recorded personal information about you in our files. We will also identify any persons or organizations to which we have disclosed or normally would disclose this information within the past two (2) years. In addition, you will be given the name and address of any consumer credit reporting agency that prepared a report about you so that you can contact them for a copy.

You may review the identified information contained in our files in person or receive a copy of such information by mail at a reasonable charge.

After you have reviewed the personal information about you in our file, you can contact us if you believe it should be corrected, amended or deleted. We will consider your request and within thirty (30) business days make your requested changes or advise you that we did not make your requested changes and the reason.

If we do not make your requested changes, you have the right to insert in our file a concise statement containing why you believe certain information contained in our file should be corrected, amended or deleted and what you believe is the correct, relevant or fair information.

We will notify and provide those persons or organizations designated by you to whom we have disclosed such information the change(s) made on your statement. Subsequent disclosures we make will also include your statement.

To request the personal information about you contained in our file(s), please send a written request, setting forth your name, address, policy number, day and evening phone number, and a description of the information you would like to receive, to:

EVEREST
ATTENTION: PRIVACY ACCESS REQUEST/COMPLIANCE DEPARTMENT
477 MARTINSVILLE ROAD, P.O. BOX 830
LIBERTY CORNER, N.J. 07938-0830

EVEREST NATIONAL INSURANCE COMPANY**VIRGINIA RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that:

1. Any reference to arbitration in the bond is removed.
2. The General Agreement entitled "Representation of Insured" and the "Representation" paragraph found in the application are deleted and replaced by the following:

REPRESENTATION OF INSURED

- D. The Insured represents that the information furnished in the application for this bond is complete, true and correct. Such application constitutes part of this bond.

Any misrepresentation, omission, concealment or any incorrect statement of a material fact, in the application or otherwise, may be grounds for the rescission of this bond.

3. The following is inserted as the final paragraphs of the Section entitled "Termination or Cancellation":

Premium to be returned in the event of termination of this bond shall be determined as follows:

First, any unearned premium for the unexpired term of the bond period shall be the original premium minus the greater of the earned premium computed on the basis of either:

- (i) the percentage developed by dividing paid losses during the bond period by the annual aggregate limit of liability, or
- (ii) the percentage developed by dividing the elapsed time of the bond period by the bond period.

Second, the dollar amount of the unearned premium so determined shall be returned accordingly:

- (i) if the bond is cancelled at the Underwriter's request, or if coverage is being cancelled and rewritten, the entire amount shall be returned, or
- (ii) if the bond is cancelled at the Insured's request ninety (90%) percent of the amount shall be returned.

4. An additional Section, entitled "Rights After Termination or Cancellation", is added as follows:

RIGHTS AFTER TERMINATION OR CANCELLATION

If this bond terminates as provided in part (a) of the first paragraph of the Section entitled "Termination or Cancellation", the Insured may give to the Underwriter notice that it desires under this bond an additional period of sixty (60) days within which to discover loss sustained by the Insured prior to the effective date of such cancellation and shall pay an additional premium thereof.

Upon receipt of such notice from the Insured, the Underwriter shall give its written consent thereto; provided, however, that such additional period of time shall terminate immediately:

- (a) on the effective date of any other insurance obtained by the Insured, its successor in business or any other party, replacing in whole or in part the insurance afforded by this bond, whether or not such other insurance provides coverage for loss sustained prior to its effective date, or
- (b) upon any takeover of the Insured's business by any State or Federal official or agency, or by any receiver or liquidator, acting or appointed for this purpose

without the necessity of the Underwriter giving notice of such termination. In the event that such additional period of time is terminated, as provided above, the Underwriter shall refund any unearned premium.

The right to purchase such additional period for the discovery of loss may not be exercised by any State or Federal official or agency, or by any receiver or liquidator, acting or appointed to takeover the Insured's business for the operation or for the liquidation thereof or for any other purpose.

- 5. This rider is effective as of the time the attached bond is effective.

VIRGINIA STATE RIDER

For use with Financial Institution Bonds, Standard Form Nos. 14, 15, 24 and 25, and Excess Bank Employee Dishonesty Bond, Standard Form No. 28 to comply with Virginia Requirements to be attached when bond is issued.

EVEREST NATIONAL INSURANCE COMPANY**SAFE DEPOSIT BOX RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that:

1. The attached bond is amended by adding two additional Insuring Agreements as follows:

COVERAGE A - LIABILITY OF DEPOSITORY

Loss resulting directly from sums which the Insured shall become legally obligated to pay by reason of liability for loss, damage or destruction of Money, bonds, drafts, acceptances, other Certificated Securities, valuable papers, valuable documents, jewelry, silverware, and other customer Property while in the customers' safe deposit boxes in vaults or safes or self storage boxes on the Insured's premises. Such legal liability shall include liability for loss arising from relocation of such safe deposit boxes or self storage boxes between offices of the Insured or vaults or safes within the same premises of the Insured.

This Insuring Agreement shall also include sums incurred and paid by the Insured as court costs and reasonable attorneys' fees in defending any suit or proceeding brought against the Insured to enforce the liability or alleged liability of the Insured for any loss, claim or damage which, if established against the Insured, would constitute a valid and collectible loss under this Insuring Agreement. If any such suit or proceeding consists both of covered and uncovered matters under this bond, all court costs and reasonable attorneys' fees shall be allocated between covered and uncovered matters based on the relative legal exposures of the Insured and Underwriter to covered and uncovered matters.

COVERAGE B - LOSS OF CUSTOMERS' PROPERTY

Loss of Money, if stated on the Declarations Page, and other customer Property while in the customers' safe deposit boxes in vaults or safes or self storage boxes on the Insured's premises resulting directly from burglary or robbery or attempt thereat or for damage to or destruction of such items, provided such loss is included in the Insured's Proof of Loss. Customer Property described in this Insuring Agreement shall be covered while stored in such safe deposit boxes in vaults or safes or in self storage boxes by or for customers, or temporarily elsewhere on the Insured's premises and in the course of deposit in or removal from such boxes, vaults, or safes. Such Property may be owned by customers or held by them in any capacity, whether or not the customers are liable to others for the loss thereof.

2. For the purpose of this rider only, Exclusion (f) contained in Conditions and Limitations, Section 2 of the bond is deleted and replaced as follows:
 - (f) loss of Property contained in customers' safe deposit boxes or in customers' self storage boxes, except when covered under Insuring Agreement (A) or the Safe Deposit Box Rider;
3. For the purpose of this rider only, the exclusions contained in Conditions and Limitations, Section 2 of the bond shall apply and the following exclusions are added:

This bond does not cover:

- (1) loss of Property held by the Insured in trust for more than thirty (30) days or as collateral;
- (2) loss resulting directly or indirectly from the assumption of liability by the Insured by contract

unless the liability arises from a loss covered by this rider and which would be imposed on the Insured regardless of the existence of the contract;

- (3) loss resulting directly or indirectly from moths, vermin, wear and tear, gradual deterioration or inherent vice;
- (4) loss resulting directly or indirectly from loss of securities verified and recorded by the Insured and held by it in any capacity and loss of Money segregated and identified as payroll or other funds for delivery to the Insured or a customer.

4. It is understood and agreed that a Single Loss Deductible of \$25,000 shall apply to any claim involving a self storage box.
5. It is understood and agreed that a Single Loss Deductible of \$5,000 shall apply to any claim involving a safe deposit box located in a safe but not in a vault.
6. It is understood and agreed that a Single Loss Deductible of \$0 shall apply to any claim involving a safe deposit box located within a vault.
7. The Single Loss Limit of Liability for the Safe Deposit Box Insuring Agreement is the amount shown on the Declarations Page or amendment thereto. The Single Loss Limit of Liability under this Insuring Agreement shall be part of, and not in addition to, the amount stated in Item 4 of the Declarations.
8. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

EVEREST NATIONAL INSURANCE COMPANY**ELIMINATION OF THE AGGREGATE LIMIT**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that the attached bond is amended as follows:

1. Item 3 of the Declarations is deleted except as specifically set forth in any rider attached to this bond which states that the Elimination of the Aggregate Limit shall not apply to the coverage afforded by the Rider.
2. Conditions and Limitations is amended as follows:
 - (a) That portion of Conditions and Limitations, Limit of Liability, Section 4, entitled Aggregate Limit of Liability, is deleted.
 - (b) That portion of Conditions and Limitations, Limit of Liability, Section 4, entitled Single Loss Limit of Liability, is amended to delete the phrase "Subject to the Aggregate Limit of Liability."
 - (c) Subsection (e) of the first paragraph of Conditions and Limitations, Termination or Cancellation, Section 13, is deleted.
3. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

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EVEREST NATIONAL INSURANCE COMPANY**COVERAGE ENHANCEMENT RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that the attached bond is amended as follows:

1. COUNTERFEIT MONEY COVERAGE

Insuring Agreement (F) is deleted and replaced as follows:

COUNTERFEIT MONEY

(F) Loss resulting directly from the receipt by the Insured, in good faith, of any Counterfeit or altered Money issued or purported to have been issued by any lawful government.

2. TRAVELERS CHECKS COVERAGE

Conditions and Limitations, Section 2 (g) is deleted.

3. MERGERS AND ACQUISITIONS COVERAGE

General Agreement B is deleted and replaced as follows:

**ADDITIONAL OFFICES OR EMPLOYEES -
CONSOLIDATION, MERGER OR PURCHASE OF ASSETS - NOTICE**

B(1) If the Insured shall, while this bond is in force:

- (a) establish any additional banking offices, other than by consolidation, merger or acquisition; or
- (b) consolidate, merge or acquire the assets or liabilities of another bank financial institution whose assets are less than or equal to 20% of the total assets of the acquiring Insured's most recent audited consolidated financial statement;

such offices shall be automatically covered hereunder from the date of such establishment without the requirement of notice to the Underwriter or the payment of additional premium for the remainder of the premium period.

(2) If the Insured shall, while this bond is in force:

- (a) establish any additional non-banking offices; or
- (b) consolidate, merge or acquire the assets or liabilities of another entity other than a bank financial institution; or
- (c) consolidate, merge or acquire the assets or liabilities of another bank or non-bank financial institution whose assets exceed 20% of the total assets of the acquiring Insured's most recent audited consolidated financial statement;

the Insured shall not have such coverage as is afforded under this bond for loss which:

- (i) has occurred or will occur in such additional offices or premises, or

- (ii) has been caused or will be caused by an employee or employees of such institution, or
- (iii) has arisen or will arise out of the assets or liabilities acquired by the Insured as a result of such consolidation, merger or purchase or acquisition of assets or liabilities

unless the Insured shall give the Underwriter written notice of the proposed consolidation, merger or purchase or acquisition of assets or liabilities prior to the proposed effective date of such action, and obtain the written consent of the Underwriter to extend the coverage provided by this bond to such additional offices or premises, employees and other exposures, and upon obtaining such consent, pay to the Underwriter an additional premium.

It is understood and agreed that the coverage provided under this bond shall only apply to acts discovered on or after the effective date of such transaction enumerated in (B)(1)(a), (B)(1)(b) or (2)(a), (2)(b) or (2)(c) above and the act or acts giving rise to the loss must have occurred and the loss been sustained on or after such date.

4. INTERPRETIVE LETTER

Mortgage notes in which the Federal Home Loan Mortgage Corporation has an interest shall be included as covered Property under part (c) of Insuring Agreement (C) - In Transit.

5. LOST INSTRUMENT BOND COVERAGE

Conditions and Limitations, Section 6, subsection Securities is amended by the addition of the following paragraph:

If the Insured shall become principal upon any bonds required as a prerequisite to the reissuing or duplicating of any securities for the loss of which the Underwriter is liable under this bond, the Underwriter will become surety upon such bonds without premium charge and will indemnify the Insured against loss which the Insured may sustain by reason of having become principal on any such bonds. The amount of indemnity under this paragraph shall not exceed the amount stated in the Declarations for the applicable Insuring Agreement.

6. PRECIOUS METALS COVERAGE

Conditions and Limitations, Section 1 (r), is amended to delete the phrase "precious metals in bars and ingots" and replace it with "precious metals of any kind."

7. COVERAGE FOR CUSTOMERS' PROPERTY LOCATED ON BANK PREMISES

Insuring Agreement (B) - On Premises is amended by the addition of the following paragraph:

ON PREMISES

Loss of Property in the possession of any customer of the Insured or any representative of such customer, whether or not the Insured is liable, provided that said loss results from:

- (a) robbery or hold-up while such customer or representative is actually transacting business with the Insured at an outside window or other similar facility offered to the public for that purpose by the Insured, and attended by an Employee of the Insured, at any of the Insured's offices, or
- (b) robbery or hold-up during business hours while such customer or representative is within any office or premises of the Insured provided such customer or representative is present for the purpose of transacting business with the Insured.

8. LOSS OF RECORDS COVERAGE

1. Insuring Agreement (B) - On Premises is amended by the addition of the following paragraph:

ON PREMISES

Loss of Records is limited to the following:

- (a) Expenses incurred by the Insured in reproducing any books of account or other records (other than Electronic or Photographic Records) used by the Insured in the conduct of its business which have been damaged, destroyed or lost from any cause at any location or in transit, provided such books of account or records are actually reproduced and then only for the cost of materials plus the cost of labor and other expenses incurred by the Insured in gathering and assembling available data and the cost of labor and other expenses incurred by the Insured for the actual transcription or copying of data which shall have been furnished by the Insured in order to reproduce such books or other records.
 - (b) Expenses incurred by the Insured in reproducing Electronic and Photographic Records used by the Insured in the conduct of its business which have been damaged, destroyed or lost from any cause, at any location or in transit, provided such records are actually reproduced and then only for the cost of labor for the actual transcription or copying of data which shall have been furnished by the Insured in order to reproduce such records.
2. For the purpose of this coverage only, all definitions contained in Conditions and Limitations, Section 1 of the bond, shall apply and the following definition is added:

Electronic and Photographic Records means film, tapes, discs or similar media customarily used by the Insured for record keeping in the conduct of its business.

9. DIRECT LOSS PAYEE COVERAGE

It is agreed that:

- (a) In the event of a loss arising out of acts or omissions which may form a basis of a claim by the Insured under this bond, if the Insured fails to give notice/proof of loss in accordance with Conditions and Limitations, Section 5 - Notice/Proof - Legal Proceedings Against Underwriter, of the attached bond, one or more Mortgage Owners may notify the Underwriter in writing of the Insured's loss, or file a proof of loss, no later than ten (10) days after the Insured's failure to comply with the notice and proof requirements of this bond. The notice of loss/proof of loss submitted by the Mortgage Owner must be accompanied by:
 1. proof of the Mortgage Owner's interest in Property related to the loss, and
 2. proof that the Mortgage Owner notified the Insured in writing that if the Insured failed to comply with the notice/proof requirements contained in Conditions and Limitations, Section 5 of the bond, the Mortgage Owner would take action to comply with the requirements of such condition.
- (b) For the purpose of this coverage, the definitions contained in Conditions and Limitations, Section 1 of the bond, shall apply and the following definition is added:

Mortgage Owner means the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or any other agency used by the Insured.

- (c) In the event the Mortgage Owner provides such notice of loss/proof of loss, the Mortgage Owner shall have full authority to negotiate, settle, file suit upon or take any other action required or permitted to be done by the Insured. The Insured shall cease to have the right to negotiate, settle, file suit upon or take any other action with respect to the loss.
- (d) Any payment of the Insured's loss after such notice of loss/proof of loss shall be made by check or draft jointly payable to the Insured and the Mortgage Owner, as their interests may appear.
- (e) Nothing in this rider shall make the Mortgage Owner an insured under this bond, nor obligate the Underwriter to pay any loss not suffered by the Insured, nor obligate the Underwriter to pay any loss or any amount which it would not owe had the Insured alone submitted the claim.
- (f) Should this bond be canceled, reduced, non-renewed or restrictively modified by the Underwriter, the Underwriter will endeavor to give (30) days advance notice to the Mortgage Owner, but failure to do so shall not impair or delay the effectiveness of such cancellation or reduction, nor shall the Underwriter be liable for any damages allegedly caused by its failure to give such notice.
- (g) Should this bond be canceled or reduced at the request of the Insured, the Underwriter will endeavor to notify the Mortgage Owner of such cancellation or reduction within (10) business days after receipt of such request, but failure to do so shall not impair or delay the effectiveness of such cancellation or reduction, nor shall the Underwriter be held liable in any way.

10. SUBSTITUTE CHECK AND REMOTE DEPOSIT COVERAGE

1. The definition of Original in Conditions and Limitations, Section 1(q) is deleted and replaced with the following:
 - (q) Original means:
 - (1) the first rendering or archetype and does not include photocopies or electronic transmissions even if received and printed; or
 - (2) for the purposes of Insuring Agreement (D) only, a "substitute check" as defined in the Check Clearing for the 21st Century Act or an electronic image of a check that bears all properties of the initial check from which a "substitute check" may be created.
2. For the purpose of coverage of an electronic image of a check defined under paragraph 10.1.(q)(2) above only, actual physical possession of the Written check by the Insured is not a condition precedent to the Insured's having relied on the check.
3. For the purpose of this coverage only, the following is added to Conditions and Limitations, Section 2, Exclusions:
 - (a) Loss resulting directly or indirectly from the Insured's warranty that (1) a "substitute check" or an electronic image of a check meets the requirements for "legal equivalence" as defined in the Check Clearing for the 21st Century Act, or (2) that any other entity will not be asked to pay the check more than once.
 - (b) Loss resulting directly or indirectly from the use of a "substitute check" or an electronic image of a check, instead of the initial check, including, but not limited to, the Insured's obligations under any warranty of the quality of a "substitute check" or an electronic image of a check.
 - (c) Loss resulting directly or indirectly from the assumption of liability by the Insured by contract unless the liability arises from a loss covered by this rider and which would be imposed on the Insured regardless of the existence of the contract.

This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

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EVEREST NATIONAL INSURANCE COMPANY**UNAUTHORIZED SIGNATURE RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No.8100003956-141.

It is agreed that:

1. The attached bond is amended by adding an additional paragraph to Insuring Agreement (D) - FORGERY OR ALTERATION, as follows:

Accepting, paying or cashing any Written, Original (i) Negotiable Instruments, or (ii) Withdrawal Orders that bear Unauthorized Signatures or Endorsements shall be deemed to be a Forgery under this Insuring Agreement. It shall be a condition precedent to the Insured's right of recovery for loss under this paragraph, that the Insured shall have on file the signatures of all persons authorized to sign such Negotiable Instruments or Withdrawal Orders.

2. For the purpose of this rider only, the definition of Forgery contained in Conditions and Limitations, Section 1 (j) of the bond shall not apply. In addition, for the purpose of this rider only, the following definition is added to Conditions and Limitations, Section 1 of the bond:

DEFINITIONS

Unauthorized Signature or Endorsement shall mean a signature or endorsement made by a person whose name is not reflected on a signature card(s) or otherwise shown in the Insured's records for the account or accounts in question.

3. The Single Loss Limit of Liability and the Single Loss Deductible for the Unauthorized Signature Insuring Agreement are the amounts shown on the Declarations Page or amendment thereto. The Single Loss Limit of Liability under this Insuring Agreement shall be a part of, and not in addition to, the amount stated in Item 4 of the Declarations.
4. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

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EVEREST NATIONAL INSURANCE COMPANY
COURT COSTS AND ATTORNEYS' FEES RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that:

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

COURT COSTS AND ATTORNEYS' FEES

Sums incurred and paid by the Insured as court costs and reasonable attorneys' fees in defending any suit or proceeding brought against the Insured to enforce the liability or alleged liability of the Insured for any loss, claim or damage which, if established against the Insured, would constitute a valid and collectible loss under this bond. If any such suit or proceeding consists both of covered and uncovered matters under this bond, all court costs and reasonable attorneys' fees shall be allocated between covered and uncovered matters based on the relative legal exposures of the Insured and Underwriter to covered and uncovered matters. This coverage is applicable with respect to Insuring Agreement A only.

2. For the purpose of this rider only, Exclusion (u)(2) of Conditions and Limitations, Section 2 is deleted.
3. The Single Loss Limit of Liability and the Single Loss Deductible for the Court Costs and Attorneys' Fees Insuring Agreement are the amounts shown on the Declarations Page or amendment thereto. The Single Loss Limit of Liability under this Insuring Agreement shall be a part of, and not in addition to, the amount stated in Item 4 of the Declarations.
4. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

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EVEREST NATIONAL INSURANCE COMPANY**CLAIMS EXPENSE RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that:

1. The attached bond is amended by adding an additional paragraph to Insuring Agreement (A) - Fidelity, as follows:

Reasonable Expenses necessarily incurred and paid by the Insured in preparing any valid and covered claim for loss caused by any dishonest or fraudulent act or acts of any of the Insured's Employees, which loss exceeds the Single Loss Deductible Amount applicable to Insuring Agreement (A) - Fidelity:

2. For the purpose of this rider only, the definitions contained in Conditions and Limitations, Section 1 of the bond, shall apply and the following definition is added:

DEFINITIONS

Reasonable Expenses means expense incurred by the Insured in the exercise of due diligence and dispatch in order to prepare a valid and covered claim. Such "reasonable expenses" shall not include wages paid to Employees of the Insured, except overtime wages paid to such Employees while necessarily working solely in an effort to establish the claim.

3. For the purpose of this rider only, the exclusions contained in Conditions and Limitations, Section 2 of the bond, shall apply except for Exclusion (u) which is deleted and replaced as follows:

(u) all fees, costs and expenses incurred by the Insured

- (1) in establishing the existence of, or amount of, loss covered under this bond, except to the extent covered under Insuring Agreement (A),
- (2) as a party to any legal proceeding whether or not such legal proceeding exposes the Insured to loss covered by this bond;

4. The Single Loss Limit of Liability and the Single Loss Deductible for the Claims Expense Insuring Agreement are the amounts shown on the Declarations Page or amendment thereto. The Single Loss Limit of Liability under this Insuring Agreement shall be a part of, and not in addition to, the amount stated in Item 4 of the Declarations.

5. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

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EVEREST NATIONAL INSURANCE COMPANY**AUDIT EXPENSE RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that:

1. The attached bond is amended by adding an additional paragraph to Insuring Agreement (A) - FIDELITY, as follows:

Expense incurred by the Insured for that part of the cost of audits or examinations required by state or federal supervisory authorities, whether conducted either by such authorities or by independent accountants, because of the discovery of loss sustained by the Insured through dishonest or fraudulent acts of any of the Insured's Employees. Expense incurred by the Insured in connection with such audits or examinations must be incurred within one year from the date of discovery of loss.

2. For the purpose of this rider only, the exclusions contained in Conditions and Limitations, Section 2 of the bond, shall apply except for Exclusion (u) which is deleted and replaced as follows:

(u) all fees, costs and expenses incurred by the Insured

- (1) in establishing the existence of, or amount of, loss covered under this bond, except to the extent covered under Insuring Agreement (A),
- (2) as a party to any legal proceeding whether or not such legal proceeding exposes the Insured to loss covered by this bond;

3. The Single Loss Limit of Liability and the Single Loss Deductible for the Audit Expense Insuring Agreement are the amounts shown on the Declarations Page or amendment thereto. The Single Loss Limit of Liability under this Insuring Agreement shall be a part of, and not in addition to, the amount stated in Item 4 of the Declarations.

4. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

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EVEREST NATIONAL INSURANCE COMPANY**REWARD PAYMENT RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that:

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

REWARD PAYMENT

Loss by reason of the Insured having paid any reward for information leading to the capture or apprehension of any person, who, during the term of this bond, shall have robbed any of the Insured's messengers, or robbed or burglarized any of the Insured's offices to which this bond applies, or shall have made an attempt thereat, provided such capture or apprehension is effected not later than twelve months after the date of termination of this bond or the date of the offer of such reward, whichever shall first occur, and provided further that the Underwriter shall not be liable for any payment hereunder unless the Underwriter shall have first agreed to the offer of such reward as the result of a specific act of robbery or burglary as described herein.

2. The Single Loss Limit of Liability and the Single Loss Deductible for the Reward Payment Insuring Agreement are the amounts shown on the Declarations Page or amendment thereto. The Single Loss Limit of Liability under this Insuring Agreement shall be a part of, and not in addition to, the amount stated in Item 4 of the Declarations.
3. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

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EVEREST NATIONAL INSURANCE COMPANY**CHECK KITING FRAUD RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that:

1. For the purpose of this rider only, all exclusions contained in Conditions and Limitations, Section 2 of the bond, shall apply except for Exclusion (o) which is deleted and replaced as follows:
 - (o) loss resulting directly or indirectly from payments made or withdrawals from a depositor's account involving items of deposit which are not finally paid for any reason, including but not limited to Forgery or any other fraud, except when covered under Insuring Agreement (A) or when resulting from Check Kiting.
2. For the purpose of this rider only, the definitions contained in Conditions and Limitations, Section 1 of the bond, shall apply and the following definition is added:

DEFINITIONS

Check Kiting means:

- (a) Establishment of two or more accounts in different institutions by a depositor of the Insured, or a representative, or co-conspirator of the Insured's depositor, and
 - (b) the constant, systematic, back and forth deposit of funds between two or more accounts to create the appearance of valid funds, and
 - (c) involving checks deposited with the Insured drawn against uncollected checks deposited in another institution to create the appearance of valid funds at that institution, and
 - (d) provided such deposits are made as part of a clear and obvious plan to defraud the Insured, and
 - (e) the Insured is in fact defrauded by such deposits.
3. The Single Loss Limit of Liability and the Single Loss Deductible for the Check Kiting Fraud Insuring Agreement are the amounts shown on the Declarations Page or amendment thereto. The Single Loss Limit of Liability under this Insuring Agreement shall be a part of, and not in addition to, the amount stated in Item 4 of the Declarations.
 4. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

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EVEREST NATIONAL INSURANCE COMPANY**COMPUTER & ELECTRONIC CRIME RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141

1. It is agreed that the attached bond is amended by adding the following additional Insuring Agreements:

COMPUTER HACKER INSURING AGREEMENT

Loss resulting directly from an unauthorized party (other than an Employee), acting alone or in collusion with others, entering or changing Electronic Data or Computer Programs within any Computer System:

- (a) operated by the Insured;
- (b) operated by a natural person, partnership or corporation performing services as a data processor of checks or other accounting records of the Insured pursuant to a Written contract with the Insured; or
- (c) first used by the Insured during the bond period as provided by General Agreement B of this bond;

provided that the entry or change causes: (1) property to be transferred, paid or delivered, (2) an account of the Insured, or of its customer, to be added, deleted, debited or credited, or (3) an unauthorized account or a fictitious account to be debited or credited.

FRAUDULENT INSTRUCTIONS INSURING AGREEMENT

Including Wire, Electronic Funds, and ACH transfers (Fedwire, CHIPS & SWIFT)

Loss resulting directly from an Employee transferring funds from a customer's account by using any Computer System enumerated in (a), (b) or (c) above, while acting in good faith and reliance upon a fraudulent instruction transmitted or received:

- (a) from a software contractor who has a Written agreement with the Insured to design, implement or service programs for a Computer System covered by this Insuring Agreement; or
- (b) by Tested telex or similar means of Tested communication (except a Telefacsimile Device or an email) purportedly sent by a customer, financial institution or automated clearing house; or
- (c) by telephone which was purported to be from an:
 - (i) individual person who is a customer of the Insured; or
 - (ii) officer, director, partner or employee of a customer of the Insured who was authorized by the customer to instruct the Insured to make such transfer; or
 - (iii) Employee of the Insured in another office of the Insured who was authorized by the Insured to instruct other Employees of the Insured to transfer Funds, and was received by an Employee of the Insured specifically designated to receive and act upon such instructions; or
- (d) through a Telefacsimile Device or an email and which instruction purports and reasonably appears to have originated from a customer of the Insured, another financial institution, or another office of the Insured but, in fact, was not originated by the customer or entity whose identification it bears and contains the name of a person authorized to initiate such transfer;

provided that with regard to (c) and (d):

- (i) if the transfer was in excess of \$25,000 the instruction was verified by a call back according to a prearranged procedure; and
- (ii) if the instruction purports to be from a customer of the Insured, the customer is an entity or individual which has a Written agreement with the Insured authorizing the Insured to rely on voice instructions or instructions received through a Telefacsimile Device or via email to make transfers and which has provided the Insured with the names of persons authorized to initiate such transfers and with which the Insured has established an instruction verification mechanism.

COMPUTER VIRUS AND EMPLOYEE SABOTAGE INSURING AGREEMENT

Loss resulting directly from the malicious destruction of, or damage to, Electronic Data or Computer Programs owned by the Insured or for which the Insured is legally liable while stored within a Computer System covered under the terms of the Fraudulent Instructions Insuring Agreement above, including damage or destruction caused by a Computer Program or similar instruction which was written or altered to incorporate a hidden instruction designed to destroy or damage Electronic Data or Computer Programs in the Computer System in which the Computer Program or instruction so written or so altered is used.

The liability of the Underwriter as to this Insuring Agreement shall be limited to the cost of duplication and/or replacement of such Electronic Data or Computer Programs. In the event, however, that destroyed or damaged Computer Programs cannot be duplicated from other Computer Programs, the Underwriter will pay the cost incurred for computer time, computer programmers, consultants or other technical specialists as is reasonably necessary to restore the Computer Programs to substantially the previous level of operational capability.

Special Conditions and Limitations: For the purpose of this Insuring Agreement only:

- (1) Single Loss shall mean all covered costs incurred by the Insured between the time destruction or damage is discovered and the time the Computer System is restored to substantially the previous level of operational capability. Recurrence of destruction or damage after the Computer System is restored shall constitute a separate Single Loss.
- (2) Exclusion (h) of the bond is deleted in its entirety and replaced with the following: loss caused by an Employee except when covered under Insuring Agreement (A) or this Computer Virus and Employee Sabotage Insuring Agreement.

TOLL FRAUD INSURING AGREEMENT

Loss resulting directly from charges for voice telephone long-distance toll calls which were incurred due to the fraudulent use or fraudulent manipulation of an Account Code or System Password required to obtain access to a Voice Computer System first used by the Insured, installed on the Insured's premises, whose System Administration is performed and controlled by the Insured; provided, however, that the unauthorized access was not made possible by:

- (1) failure to incorporate a System Password feature or failure to change the System Password at least once every 30 days thereafter, or
- (2) failure to have a call-disconnect feature in operation to automatically terminate a caller's access to the Voice Computer System after not more than three unsuccessful attempts to input an Account Code.

2. For the purpose of this rider only, the conditions and limitations contained in the bond shall apply and the following condition and limitation is added:

CONDITIONS AND LIMITATIONS

SERIES OF LOSSES

All loss or series of losses involving the fraudulent acts of one individual (whether or not that individual is identified) or involving fraudulent acts in which a reasonable person would conclude that one individual is implicated, shall be treated as a Single Loss and subject to the Single Loss Limit of Liability. A series of losses involving unidentified individuals, but arising from the identical method of operation shall be deemed to involve the same individual and in that event shall be treated as a Single Loss and subject to the Single Loss Limit of Liability.

3. For the purpose of this rider only, the definitions contained in Conditions and Limitations, Section 1 of the bond, shall apply and the following definitions are added:

DEFINITIONS

- (a) Account Code means a confidential and protected string of characters which identifies or authenticates a person and permits that person to gain access to a Voice Computer System for the purpose of making toll calls or utilizing voice mail box messaging capabilities or other similar functional features of the Voice Computer System.
- (b) Computer Program means a set of related electronic instructions which direct the operations and functions of a computer or devices connected to it which enable the computer or devices to receive, process, store or send Electronic Data.
- (c) Computer System means computers with related peripheral components, including storage components wherever located, systems and applications software, terminal devices, and related communication networks by which Electronic Data are electronically collected, transmitted, processed, stored and retrieved.
- (d) Confidential Information means any secret, confidential or sensitive information maintained by, and within the control of, the Insured with respect to its own business activities or those of its customers, and where the unauthorized publication of such information would ordinarily constitute a breach of statutory or regulatory law.
- (e) Electronic Data means facts or information converted to a form usable in a Computer System by Computer Programs and which is stored on magnetic tapes or disks, or optical storage disks or other bulk media.
- (f) Funds means Money on deposit in an account.
- (g) System Administration means the performance of security functions including but not limited to defining authorized persons to access a Voice Computer System and adding, changing and deleting Account Codes or passwords in connection therewith; and invoking or revoking a System option which directs telephone call routing or which adds, moves or drops telephone lines or which performs any other similar activity.

- (h) System Maintenance means the performance of hardware and software installation, diagnostics and corrections and similar activities that are performed in the usual custom and practice by a manufacturer or vendor to establish or maintain the basic operational functionality of a Voice Computer System or any component thereof.
 - (i) System Password means a confidential and protected string of characters which identifies or authenticates a person and permits that person to gain access to a Voice Computer System or any portion thereof for the purpose of performing System Administration or System Maintenance activities.
 - (j) Telefacsimile Device means a machine capable of sending or receiving a duplicate image of a document by means of electronic impulses transmitted through a telephone line and which reproduces the duplicate image on paper.
 - (k) Tested means a method of authenticating the contents of a communication by using a verification mechanism which has been agreed upon between the Insured and a customer, automated clearing house, or another financial institution for the purpose of protecting the integrity of the communication in the ordinary course of business.
 - (l) Voice Computer System means a Computer System installed in one location which functions as a private branch exchange (PBX), voice mail processor, automated call attendant or provides a similar capability used for the direction or routing of telephone calls in a voice communications network.
4. For the purpose of this rider only, all exclusions contained in Conditions and Limitations, Section 2 of the bond, shall apply. In addition, the following exclusions are added:

EXCLUSIONS

- (a) Loss resulting directly or indirectly from the assumption of liability by the Insured by contract unless the liability arises from a loss covered by this rider and which would be imposed on the Insured regardless of the existence of the contract;
- (b) Loss resulting directly or indirectly from negotiable instruments, securities, documents or other Written instruments, exclusive of any instruction set forth in paragraphs (a) through (d) of the Fraudulent Instructions Insuring Agreement above, which bear a forged signature, or are counterfeit, altered or otherwise fraudulent and which are used as source documentation in the preparation of Electronic Data or manually keyed into a data terminal;
- (c) Loss resulting directly or indirectly from:
 - (1) mechanical failure, faulty construction, error in design, latent defect, fire, wear or tear, gradual deterioration, electrical disturbance or electrical surge which affects a Computer System, or
 - (2) failure or breakdown of electronic data processing media, or
 - (3) error or omission in programming or processing,unless such loss is covered under the Computer Virus and Employee Sabotage Insuring Agreement above;
- (d) Loss to a customer's account resulting directly or indirectly from the input of Electronic Data into a Computer System by a person who had authorized access to the customer's authentication mechanism;

- (e) Loss resulting directly or indirectly from the theft of Confidential Information, except when such theft results directly in an account of the Insured or its customer being debited or deleted;
- (f) Loss resulting directly or indirectly from the fraud or dishonesty of a natural person, partnership or corporation performing services as a data processor of checks or other accounting records of the Insured or from the fraud or dishonesty of the partners, officers, or employees of such natural person, partnership or corporation.
- (g) Loss resulting directly or indirectly from a breach of the customer's computer system or from the unauthorized use of the customer's login, password or access key, except where the customer's login, password or access key was gained through a breach of the Insured's Computer System.

5. This rider shall be effective as of 12:01 a.m. standard time at the above Named Insured's address on 11/01/2014.

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

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EVEREST NATIONAL INSURANCE COMPANY**DEBIT CARD RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that:

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

DEBIT CARD

Loss resulting directly from Debit Transactions, or automated mechanical device transactions, due to the fraudulent use of a lost, stolen or altered Debit Card or Counterfeit Debit Card used to access a cardholder's deposit account through an electronic payment device or automated mechanical device.

2. For the purpose of this rider only, the conditions and limitations contained in the bond, shall apply and the following is added:

CONDITIONS AND LIMITATIONS

This coverage applies to unauthorized transactions that are made by gaining access to an electronic payment device or an automated mechanical device, provided that:

- (a) there is a signed application by the cardholder for the Debit Card on file with the Insured; and
 - (b) the electronic payment device or automated mechanical device verifies the funds in the cardholder's deposit account as part of the transaction; and
 - (c) the transaction does not exceed the cardholder's deposit account balance.
3. For the purpose of this rider only, the definitions contained in Conditions and Limitations, Section 1 of the bond, shall apply and the following definitions are added:

DEFINITIONS

- (a) Counterfeit Debit Card means a Debit Card that is encoded, embossed or printed with the Insured's cardholder's account information without the Insured's authorization.
 - (b) Debit Card means a card issued by or on behalf of the Insured which is used at any automated mechanical device or at any electronic payment device, to obtain cash or to access the cardholder's deposit account to pay for products or services by immediately debiting the cardholder's deposit account with the Insured.
 - (c) Debit Transaction means the debiting of an Insured's cardholder's deposit account.
4. For the purpose of this rider only, all exclusions contained in Conditions and Limitations, Section 2 of the bond, shall apply and the following exclusions are added:

EXCLUSIONS

- (a) This coverage does not apply to loss which the Insured could have charged back to, or obtained reimbursement from,
 - (1) the cardholder, or
 - (2) any entity agreeing to honor Debit Cards of the Insured, or

- (3) any other financial institution, plastic card association or clearing house representing the Insured.
 - (b) This coverage does not apply to loss resulting directly or indirectly from the extension of credit against, or payment of, any Negotiable Instrument.
 - (c) This coverage does not apply to loss resulting directly or indirectly from a processing system malfunction or transaction error by any entity that processes Debit Card transactions on behalf of the Insured.
5. For the purpose of this rider only, Exclusion (k) and the first paragraph of Exclusion (l) contained in Conditions and Limitations, Section 2 of the bond, are deleted and replaced as follows:

EXCLUSIONS

- (k) loss resulting directly or indirectly from the use or purported use of credit, debit, charge, access, convenience, identification or other cards
 - (1) in obtaining credit or funds, or
 - (2) in gaining access to automated mechanical devices which, on behalf of the Insured, disburse Money, accept deposits, cash checks, drafts or similar Written instruments or make credit card loans, or
 - (3) in gaining access to point of sale terminals, customer-bank communication terminals, or similar electronic terminals of electronic funds transfer systems,

whether such cards were issued, or purport to have been issued, by the Insured or by anyone other than the Insured except when covered under Insuring Agreement (A) or the Debit Card Insuring Agreement.

- (l) loss involving automated mechanical devices which, on behalf of the Insured, disburse Money, accept deposits, cash checks, drafts or similar Written instruments or make credit card loans, unless such loss is covered under the Debit Card Insuring Agreement, or such automated mechanical devices are situated within an office of the Insured which is permanently staffed by an Employee whose duties are those usually assigned to a bank teller, even though public access is from outside the confines of such office, but in no event shall the Underwriter be liable for loss (including loss of Property)

The remainder of Exclusion (l) remains unchanged.

6. The Single Loss Limit of Liability, Single Loss Deductible and the Annual Aggregate Limit of Liability under the Debit Card Insuring Agreement are the amounts shown on the Declaration Page, or amendment thereto. The Single Loss Limit of Liability under this Insuring Agreement shall be a part of, and not in addition to, the amount stated in Item 4 of the Declarations. For the purpose of this Insuring Agreement only, any Elimination of the Aggregate Limit provision otherwise provided in this bond shall not apply.
7. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

EVEREST NATIONAL INSURANCE COMPANY**ATM RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that:

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

AUTOMATED TELLER MACHINE

Loss of Property resulting directly from robbery, burglary, theft, damage thereto or destruction thereof involving automated mechanical devices located anywhere, except as noted in the schedule below, which on behalf of the Insured disburse Money, accept deposits, cash checks, drafts or similar written instruments or make credit card loans.

2. For the purpose of this rider only, Exclusion (l) contained in Section 2 of the bond, entitled "Conditions and Limitations", is deleted and replaced as follows:

(l) loss:

- (1) resulting from damage to or destruction of any such automated mechanical devices;
- (2) involving damage to that portion of a building on any premises where such automated mechanical devices are located;
- (3) as a result of failure of such automated mechanical devices to function properly;
- (4) through misplacement or mysterious unexplainable disappearance of Property located within any such automated mechanical devices;
- (5) to any customer of the Insured or any representative of such customer; or
- (6) caused by an Employee,

except when such loss is covered under Insuring Agreement (A).

3. Schedule of excluded locations: none.
4. The Single Loss Limit of Liability and the Single Loss Deductible for the Automated Teller Machine Insuring Agreement are the amounts shown on the Declarations Page or amendment thereto. The Single Loss Limit of Liability under this Insuring Agreement shall be a part of, and not in addition to, the amount stated in Item 4 of the Declarations.
5. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

EVEREST NATIONAL INSURANCE COMPANY**STOP PAYMENT LEGAL LIABILITY RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that:

1. The Underwriter agrees to pay on behalf of the named Insured all sums which the named Insured shall become legally obligated to pay as damages in connection with any check, note or draft, other than a travelers check payable by the named Insured and drawn, made or accepted by any depositor of the named Insured and arising out of:
 - (a) compliance or failure to comply with any notice to stop payment; or
 - (b) refusal to pay; or
 - (c) failure to give proper notice of dishonor.
2. The coverage afforded by this rider does not apply to liability:
 - (a) assumed by the named Insured under any agreement to be responsible for loss; or
 - (b) arising out of dishonest or fraudulent acts of Employees of the named Insured.
3. This coverage applies only to stop payment notices received by and presentments first made to the Insured during the bond period.
4. The Single Loss Limit of Liability and the Single Loss Deductible for the Stop Payment Legal Liability Insuring Agreement are the amounts shown on the Declarations Page or amendment thereto. The Single Loss Limit of Liability under this Insuring Agreement shall be a part of, and not in addition to, the amount stated in Item 4 of the Declarations.
5. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

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EVEREST NATIONAL INSURANCE COMPANY**TRANSIT CASH LETTER RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that:

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

TRANSIT CASH LETTER

Loss resulting directly from the destruction or other loss of

- (1) an item enclosed and listed in a Transit Cash Letter while in transit between any office of the Insured and any place in the United States of America or Canada during the course of collection, presentation or payment, provided that such item is still missing 21 days after the Insured learns that the item has not arrived at the destination, or
- (2) a cancelled check (or checks) drawn by a customer after such check (or checks) has been charged to the customer's account and after a statement of the condition of the account purporting to enclose such check (or checks) has been dispatched or delivered to the customer.

The Underwriter will also indemnify the Insured for the wages paid to temporary employees and overtime wages paid to regular employees for necessary services rendered in identifying the depositors of lost items, and in assisting those depositors in obtaining duplicates thereof and also necessary costs incurred in the use of mechanical devices and materials in obtaining duplicates of the Transit Cash Letter items(s) where such devices and materials are not owned by the Insured.

The Insured agrees:

- (1) to photograph the front and back of each item enclosed in a Transit Cash Letter; or
- (2) maintain a back up file containing images of the front and back of each item enclosed in a Transit Cash Letter; or
- (3) otherwise make a descriptive record of each item enclosed in a Transit Cash Letter.

However, if no photograph or image of the item can be produced because of equipment failure or error by an Employee, coverage shall not be denied for that reason. A descriptive record of an item shall provide information identifying the bank upon which the item is drawn, the payee, the drawer or maker of the item, the amount payable, the date of the item and any other information necessary to reconstruct the item.

2. As used in this Insuring Agreement the term Transit Cash Letter means:

- (1) any letter or package containing checks, drafts and similar items (itemized by separate amounts and accepted by the Insured for deposit, payment, collection or encashment)
- (2) an electronic file containing images of the front and back of checks, drafts and similar items (itemized by separate amounts and accepted by the Insured for deposit, payment, collection or encashment)

sent by the Insured to another office of the Insured, to a processing center, to a correspondent bank or to a Federal Reserve Bank for deposit, payment, collection or encashment.

3. In addition to the exclusions contained in the attached bond, the following exclusion is added:
Loss resulting directly or indirectly from a dishonest or fraudulent act of an employee of a correspondent or drawee bank to which the Transit Cash Letter involved in the loss is transmitted or addressed, except when covered under Insuring Agreement (A).
4. Paragraph (h) of Section 2, Exclusions of the bond is amended to read:
 - (h) loss caused by an Employee, except
 - (1) when covered under Insuring Agreement (A) or
 - (2) when covered under Insuring Agreements (B), (C), or under the Transit Cash Letter Insuring Agreement, and resulting directly from unintentional acts of the Employee causing mysterious unexplainable disappearance, misplacement, destruction of or damage to Property;
5. Paragraph (r) of Section 2, Exclusions is amended to read:
 - (r) loss of Property while
 - (1) in the mail, or
 - (2) in the custody of any Transportation Company, unless covered under Insuring Agreement (C), or under the Transit Cash Letter Insuring Agreement; or
 - (3) while located on the premises of any Messenger or Transportation Company,except when covered under Insuring Agreement (A).
6. The Single Loss Limit of Liability and the Single Loss Deductible for the Transit Cash Letter Insuring Agreement are the amounts shown on the Declaration Page, or amendment thereto. The Single Loss Limit of Liability under this Insuring Agreement shall be a part of, and not in addition to, the amount stated in Item 4 of the Declarations.
7. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

EVEREST NATIONAL INSURANCE COMPANY
MODIFICATION TO INSURING AGREEMENT (A)
Delete \$2,500 Benefit & Change "and" To "or"

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141

It is agreed that:

1. Subsections (1) and (2)(a) of Insuring Agreement (A), entitled "Fidelity", are deleted and replaced as follows:
 - (1) to cause the Insured to sustain such loss; or
 - (2) to obtain an improper financial benefit for the Employee or another person or entity. However, if some or all of the Insured's loss results directly or indirectly from:
 - (a) Loans, that portion of the loss involving any Loan is not covered unless the Employee also was in collusion with one or more parties to the Loan transactions and has received, in connection therewith, an improper financial benefit; or

All other provisions of Insuring Agreement (A) - Fidelity are unchanged.

2. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

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EVEREST NATIONAL INSURANCE COMPANY
EXTORTION PERSONS AND PROPERTY RIDER
(With Cyber Extortion)

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that:

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

EXTORTION - THREATS TO PERSONS AND PROPERTY

Loss of Property surrendered away from an office of the Insured as a result of an extortion threat communicated to the Insured which occurs anywhere in the world:

- (a) to do bodily harm to any director, trustee, Employee or partner of the Insured, or a relative or invitee of such director, trustee, Employee, or partner who is, or allegedly is being held captive; or
- (b) to do damage to the premises or Property of the Insured located anywhere in the world; or
- (c) to perpetrate an E-Commerce Extortion Threat;

by persons who then demand a ransom as a condition of not carrying out such threats. Provided, however, that prior to the surrender of such Property, the person receiving the threat has made a reasonable effort to notify an Employee of the extortionist's demand and has made a reasonable effort to notify the Federal Bureau of Investigation or foreign equivalent thereof, and local law enforcement authorities concerning the extortionist's demands.

2. For the purpose of this rider only, the definitions contained in Conditions and Limitations, Section 1 of the bond, shall apply and the following definitions are added:

DEFINITIONS

- (a) Confidential Information means any secret, confidential or sensitive information maintained by, and within the control of, the Insured with respect to its own business activities or those of its customers, and where the unauthorized publication of such information would ordinarily constitute a breach of statutory or regulatory law.
- (b) Computer Programs means a set of related electronic instructions which direct the operations and functions of a computer or devices connected to it which enable the computer or devices to receive, process, store or send Electronic Data.
- (c) Computer System means:
 - (1) computers with related peripheral components, including storage components, wherever located;

- (2) systems and applications software;
- (3) terminal devices; and
- (4) related communication networks

by which Electronic Data is electronically collected, transmitted, processed, stored and retrieved.

- (d) E-Commerce Extortion Threat means a threat by a natural person to:
- (1) cause the Insured to transfer, pay or deliver any funds or Property using the Insured's Computer System; or
 - (2) sell or disclose Confidential Information about the Insured or about a customer of the Insured which is unique to the relationship of the customer and Insured and is not otherwise publicly available provided such Confidential Information is stored in an electronic medium in the Insured's Computer System and is retrievable in a perceivable form; or
 - (3) alter, damage or destroy Electronic Data or electronic computer instructions of the Insured that are stored within the Insured's Computer System; or
 - (4) maliciously or fraudulently introduce a computer virus into the Insured's Computer System; or
 - (5) initiate an intentional attack on the Insured's Computer System that depletes system resources or causes an Interruption of the Insured's banking services available through the Internet to authorized external users of the Insured's Computer System;

where such person alleges to have gained or has gained unauthorized access to the Insured's Computer System.

- (e) Electronic Data means facts or information converted to a form usable in a Computer System by Computer Programs and which is stored on magnetic tapes or disks, optical storage disks or other bulk media.
- (f) Interruption means a suspension, cessation or delay in the Insured's provision of banking services due to failure or impairment of an Internet website or of a private computer network controlled by the Insured, due to:
- (1) unauthorized taking of or access to Electronic Data within any Computer System operated by or on behalf of the Insured;
 - (2) malicious or unauthorized introduction or implantation of any computer code, program, virus or other data into any Computer System operated by or on behalf of the Insured;
 - (3) an intentional attack, through the transmission of Electronic Data, upon any Computer System operated by or on behalf of the Insured that results in loss of access to banking services;
 - (4) inability of any Computer System operated by or on behalf of the Insured to provide proof of the origin and/or delivery of any message or data necessary to provide banking services; or

- (5) the Insured's intentional limitation of access to the website or any Computer System in an attempt to protect Electronic Data or any Computer System or secure Confidential Information from an extortion threat;

provided, however, that the Electronic Data and Computer System are protected by security measures in conformity with currently accepted industry standards at the time the bond is issued.

3. For the purpose of this rider only, all exclusions contained in Conditions and Limitations, Section 2 of the bond, shall apply except for exclusions (k), (m) and (aa) which are deleted and replaced as follows:

EXCLUSIONS

- (k) loss resulting directly or indirectly from the use or purported use of credit, debit, charge, access, convenience, identification or other cards
- (1) in obtaining credit or funds, or
 - (2) in gaining access to automated mechanical devices which, on behalf of the Insured, disburse Money, accept deposits, cash checks, drafts or similar Written instruments or make credit card loans, or
 - (3) in gaining access to point of sale terminals, customer-bank communication terminals, or similar electronic terminals of electronic funds transfer systems,

whether such cards were issued, or purport to have been issued, by the Insured or by anyone other than the Insured, except when covered under Insuring Agreement (A), or the Extortion-Threats to Persons and Property Insuring Agreement above.

- (m) loss through the surrender of Property away from an office of the Insured as a result of a threat
- (1) to do bodily harm to any person, except loss of Property in transit in the custody of any person acting as a Messenger provided that when such transit was initiated there was no knowledge by the Insured of any such threat, or
 - (2) to do damage to the premises or Property of the Insured,

except with respect to (1) above, when covered under Insuring Agreement (A), or (2) above, when covered under Insuring Agreement (A), or the Extortion-Threats To Persons and Property Insuring Agreement above.

- (aa) loss resulting directly or indirectly from the theft, disappearance or destruction of confidential information including, but not limited to, trade secrets, customer lists, and intellectual property, except when covered under the Extortion - Threats to Persons and Property Insuring Agreement above.

4. The Single Loss Limit of Liability and the Single Loss Deductible for the Extortion Persons and Property Insuring Agreement are the amounts shown on the Declarations Page or amendment thereto. The Single Loss Limit of Liability under this Insuring Agreement shall be a part of, and not in addition to, the amount stated in Item 4 of the Declarations.

5. This rider shall become effective as of 12:01 a.m. standard time at the above Named Insured's address on 11/01/2014.

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

EVEREST NATIONAL INSURANCE COMPANY**MODIFICATION TO DEFINITIONS RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that:

1. The term "Application" as used in General Agreement D, entitled "Representation of Insured" shall mean:
Application means:
 - (1) the application signed for the procurement of this bond and any materials submitted to the Underwriter in support of the procurement of this bond or any bond for which this bond is a direct or indirect renewal or replacement; and
 - (2) any publicly available information regarding Employees or the Insured, whether or not submitted with any signed application including, but not limited to:
 - (i) any Call Report filed with the FFIEC during the three years preceding this bond's inception date;
 - (ii) the Annual Report (including financial statements) last issued to shareholders before this bond's inception date; and
 - (iii) any Schedule 13-D, Form 10-Q and Form 10-K report last filed with the Securities and Exchange Commission for the twelve months preceding this bond's inception date.
2. All Applications, including the Application referenced above, are deemed to be attached to and incorporated into this bond as if physically attached.
3. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

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EVEREST NATIONAL INSURANCE COMPANY

ELECTRONIC DATA PROCESSOR

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141

It is agreed that:

1. The attached bond is amended by deleting Section 1 (g) of Conditions and Limitations and replacing it as follows:
 - (g) Electronic Data Processor means a natural person, partnership or corporation with the Insured's Written authorization to perform services as data processor of checks or other accounting records of the Insured (not including preparation or modification of computer software or programs). A Federal Reserve Bank or clearinghouse shall not be an Electronic Data Processor.
2. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

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EVEREST NATIONAL INSURANCE COMPANY**MULTIPLE YEAR BOND RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that:

1. The attached bond is amended to add the following General Agreement:
 - (H) (1) The Insured must give the Underwriter Written notice as soon as practicable if any of the following occur during the Bond Period:
 - a) the Insured's tangible equity capital falls below six percent (6%) of tangible assets;
 - b) the Insured's non-performing assets (loans greater than ninety (90) days past due, non-accruals, and Other Real Estate Owned) are greater than thirty percent (30%) of risk based capital; or
 - c) the receipt by any Insured of any regulatory order from, or the entry by any Insured into any agreement or memorandum of understanding with, any regulatory agency or authority having jurisdiction over it, including any Written warning or criticism by such regulatory agency or authority in connection with any actual or alleged violation by the Insured of any provision of a federal or state statute.
 - (2) If during any Bond Year any of the transactions or events described in Subparagraph (1) above have occurred, then effective as of the end of the Bond Year in which such transaction or event occurs, the Underwriter will be entitled to impose such additional terms, conditions and limitations of coverage and to charge such additional premium as the Underwriter, in its sole discretion, may require. If the Insured declines to accept any additional terms, conditions or limitations of coverage or to pay any additional premium which the Underwriter requires pursuant to this rider, then this bond will be deemed to have been cancelled by the Insured effective as of the end of the Bond Year in which such transaction or event occurred.
2. The attached bond is amended to add the following definition:

Bond Year means the period of one year following the effective date and hour of this bond or any anniversary thereof. If the Bond Period is extended beyond its original expiration date, the period of the extension shall be a part of the Bond Year which would have ended on the original expiration date.
3. Nothing herein shall affect the Underwriter's right to cancel or nonrenew the bond in accordance with Section 13, entitled "Termination or Cancellation".

This rider shall become effective as of 12:01 a.m. on 11/01/2014.

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

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EVEREST NATIONAL INSURANCE COMPANY
CENTRAL HANDLING OF SECURITIES RIDER

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141.

It is agreed that:

1. Those premises of Depositories listed in the following Schedule shall be deemed to be premises of the Insured but only as respects coverage on Certificated Securities:

<u>DEPOSITORY</u>	<u>SCHEDULE</u>	<u>LOCATION COVERED</u>
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Any premises of any Depositories engaged in the central handling of securities for the Insured shall be deemed to be premises of the Insured as respects coverage on Certificated Securities.

2. Certificated Securities held by such Depository shall be deemed to be Property as defined in the attached bond to the extent of the Insured's interest therein as effected by the making of appropriate entries on the books and records of such Depository.
3. The attached bond does not afford coverage in favor of any Depository listed in the Schedule above. When the Underwriter indemnifies the Insured for a loss covered hereunder, the Insured will assign the rights and causes of action to the extent of the claim payment against the Depository, or any other entity or person against whom it has a cause of action, to the Underwriter.
4. If the rules of the Depository named in the Schedule above provide that the Insured shall be assessed for a portion of the judgment (or agreed settlement) taken by the Underwriter based upon the assignment set forth in part 3 above and the Insured actually pays such assessment, then the Underwriter will reimburse the Insured for the amount of the assessment but not exceeding the amount of the loss payment by the Underwriter.
5. This rider shall become effective as of 12:01 a.m. standard time on 11/01/2014.

CENTRAL HANDLING OF SECURITIES

FOR USE WITH FINANCIAL INSTITUTION BONDS, STANDARD FORM
 NOS. 14, 24 AND 25 TO SCHEDULE THE PREMISES OF DEPOSITORIES

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EVEREST NATIONAL INSURANCE COMPANY**GINNIE MAE RIDER**

To be attached to and form part of Financial Institution Bond, Standard Form No. 24, No. 8100003956-141

It is agreed that:

1. Except with respect to paragraphs 7 and 8 of this Rider, this Rider takes effect if, but only if, the Government National Mortgage Association (hereinafter "Ginnie Mae") terminates the Insured's right to service mortgages that are owned by Ginnie Mae. Paragraphs 7 and 8 shall be effective when this Rider becomes effective.
2. In the event of such a termination, and where the Insured has failed to file a claim under this bond for a loss sustained prior to the termination set forth in Paragraph 1, including failure to file notice of loss or proof of loss, as the case may be, Ginnie Mae shall have the right to file a claim directly under this bond no later than 10 business days after expiration of the time period that this bond required the Insured to take such action. The notice of loss or proof of loss submitted by Ginnie Mae must be accompanied by:
 - a. proof of Ginnie Mae's interest in the funds or other Property related to the loss, and
 - b. proof that Ginnie Mae notified the Insured in writing that if the Insured failed to comply with the notice/proof requirements set forth by the NOTICE/PROOF – LEGAL PROCEEDINGS condition of this bond, Ginnie Mae would take action to comply with the requirements of such condition. Ginnie Mae's notice shall be mailed to the Insured's last address known to Ginnie Mae or the Insured's address on this bond. Proof of mailing shall be sufficient proof of notice.
3. In the event Ginnie Mae provides such notice of loss and the Insured does not notify the Underwriter within 10 days of receipt of the notice referred to in paragraph 2b. above that the Insured intends itself to pursue a claim for the loss, Ginnie Mae shall have full authority to provide the proof of loss, negotiate, settle, file suit or take any other action that this bond requires or permits the Insured to do, without any further action or approval by the Insured. The Insured shall cease to have the right to file the proof of loss, negotiate, settle, file suit or take any other action with respect to the loss. In the event the Insured has provided the notice of loss in compliance with the NOTICE/PROOF LEGAL PROCEEDINGS condition of this bond and Ginnie Mae provides the proof of loss and the Insured does not notify the Underwriter within 10 days of receipt of the notice referred to in paragraph 2b. above that the Insured intends itself to pursue a claim for the loss, Ginnie Mae shall have full authority to negotiate, settle, file suit or take any other action that this bond requires or permits the Insured to do, without any further action or approval by the Insured. The Insured shall cease to have the right to negotiate, settle, file suit or take any other action with respect to the loss. Any suit shall be filed in the name of the Insured for the benefit of Ginnie Mae.
4. In the event Ginnie Mae provides such notice of loss or proof of loss and the Insured notifies the Underwriter within 10 days of receipt of the notice referred to in paragraph 2b. above that the Insured intends itself to pursue a claim for the loss, unless otherwise ordered by a court of competent jurisdiction, and subject to Ginnie Mae's rights under paragraph 3, the Insured shall have full authority to negotiate, settle, file suit or take any other action in relation to the loss, but Ginnie Mae shall be a loss payee of any payment for a covered loss along with the Insured as their interests may appear, and any payment shall be made as described in paragraph 5.

5. Any payment of the Insured's loss after such notice of loss or proof of loss provided by Ginnie Mae, or after Ginnie Mae notifies Underwriter and Insured in writing that it claims an interest in any payment due under this bond, shall, at the Underwriter's option, be made by check or draft either (a) jointly payable to the Insured and Ginnie Mae, as their interests may appear, or (b) payable solely to Ginnie Mae, and, in either case, mailed to Ginnie Mae.
6. Nothing in this Rider shall make Ginnie Mae an Insured under this bond, nor obligate the Underwriter to pay any loss not suffered by the Insured, nor obligate the Underwriter to pay any loss or any amount which it would not owe had the Insured alone submitted the claim.
7. Should this bond be cancelled, reduced, non-renewed or restrictively modified by the Underwriter, the Underwriter will endeavor to give 30 days written advance notice to Ginnie Mae, but failure to do so shall not impair or delay the effectiveness of such cancellation or reduction, nor shall the Underwriter be liable for any damages allegedly caused by its failure to give such notice.
8. Should this bond be cancelled or reduced at the request of the Insured, the Underwriter will endeavor to notify Ginnie Mae in writing of such cancellation or reduction within 10 business days after receipt of such request, but failure to do so shall not impair or delay the effectiveness of such cancellation or reduction, nor shall Underwriter be liable for any damages allegedly caused by its failure to give such notice.
9. Insured and Underwriter agree that Ginnie Mae may obtain a copy of this bond upon written request to the Insured. In addition, upon the request of Ginnie Mae, the Underwriter will confirm whether this bond is in effect and will endeavor to provide information regarding the Limits of Liability, Insuring Agreements and riders of this bond.
10. All notices to be submitted to Ginnie Mae shall be sent to the following address:

Ginnie Mae
Potomac Center South
550 12th Street, SW, Third Floor
Washington DC 20024

11. Except as provided above, this bond remains in full force and effect according to its terms, and the limits of liability, deductibles, and all of its other terms and conditions continue to apply.
12. The Insured agrees that the inclusion of this Rider on the bond is absolute proof of consent by the Insured to allow the Underwriter to comply with the terms of this Rider even when action by the Underwriter in compliance with this Rider may detrimentally affect the Insured's rights with regard to other claims and/or may not be in the best interest of the Insured.
13. This rider shall become effective as of 12:01 a.m. on 11/01/2014.

GINNIE MAE RIDER

For use with Financial Institution Bond, Standard Form No. 24.
Adopted September 2009