

"A" Side *Plus* Endorsement

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insured** agree, solely as to coverage under Insuring Agreement A, that the **Policy** is amended as follows:

1. The "Illegal Profit/Payment Exclusion" is amended by deleting and replacing Subsection (1) with the following:
 - (1) any **Insured** gaining any profit, remuneration, or financial advantage to which the **Insured** was not legally entitled; provided that this Exclusion shall only apply if a judgment or final adjudication establishes that the **Insured** was not legally entitled to such profit, remuneration or financial advantage;

The "Illegal Profit/Payment Exclusion" shall remain unchanged with respect to coverage provided under all other Insuring Agreements.

2. The "Insured vs. Insured Exclusion" is amended by deleting and replacing Subsection (3) and adding Subsection (4) as follows:
 - (3) by a security holder of the **Company** as a derivative action on behalf of the **Company** or such affiliate; provided such **Claim** is brought independently of, and totally without the solicitation, assistance, participation, or intervention of any **Insured** or any affiliate of the **Company** unless such participation arises solely out of the activities for which Section 806 of the Sarbanes-Oxley Act of 2002, or similar "whistle blower" protection provision of an applicable federal, state, or local securities law affords protection to such **Insured**.
 - (4) by the FDIC or other governmental authority regulating the **Company** or any other party acting as receiver, conservator, liquidator or rehabilitator of the **Company** or acting in a similar capacity.

All other provisions of the "Insured vs. Insured Exclusion" shall remain unchanged.

3. Section XIII, entitled "Representations and Severability", is modified to add the following:

The **Insurer** shall not be entitled under any circumstances to rescind the coverage provided under Insuring Agreement A.

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

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