TRAVELERS

FIDUCIARY DISHONESTY BOND FOR EMPLOYEE BENEFIT PLANS

St. Paul Fire & Marine Insurance Company
St. Paul, Minnesota 55102-1396

(A Stock Insurance Company, herein called the Underwriter)

IN CONSIDERATION of the payment of an agreed premium, and in reliance upon all statements made and information furnished to the Underwriter by the **Fiduciary** in applying for this bond, and subject to the Declarations, Insuring Agreement, General Conditions and other terms hereof, agrees to indemnify the **Insured Plan** for:

INSURING AGREEMENT

Loss of **Property** sustained by the **Insured Plan** resulting directly from dishonest or fraudulent acts committed by an **Employee of the Fiduciary** acting alone or in collusion with others.

Such dishonest or fraudulent acts must be committed by the **Employee of the Fiduciary** with the manifest intent:

(a) to cause the **Insured Plan** to sustain such loss; and
(b) to obtain financial benefit for the **Employee of the Fiduciary** or another person or entity.

As used throughout this Insuring Agreement, financial benefit does not include any employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

GENERAL CONDITIONS

DISCOVERY OF LOSS

Section 1. This bond applies to loss discovered by the **Fiduciary** or the **Insured Plan** during the **Bond Period**. Discovery occurs as soon as either the **Fiduciary** or the **Insured Plan** first becomes aware of facts which would cause a reasonable person to assume that a loss of the 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 loss may not then be known.

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

This bond also applies to loss sustained by the **Insured Plan** prior to expiration, termination or cancellation but discovered no more than twelve (12) months thereafter; however, such additional discovery period shall terminate immediately upon the effective date of any other insurance or indemnity obtained by the **Fiduciary** or **Insured Plan**, their successors in business or any other party, replacing in whole or in part the insurance afforded by this bond, whether or not such other insurance or indemnity provides coverage for loss sustained prior to its effective date.

REPRESENTATION OF FIDUCIARY

Section 2. The **Fiduciary** 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, shall be grounds for the rescission of this bond.

LIMIT OF LIABILITY

Section 3.

(a) Aggregate Limit of Liability: The Underwriter's maximum aggregate limit of liability for a **Single Loss Occurrence** during the **Bond Period** shall not exceed the amount shown in ITEM 4 of the Declarations.

(b) Single Loss Occurrence Limit of Liability For Each Insured Plan: The maximum **Single Loss Occurrence** limit of liability for each **Insured Plan** shall be 10% of the amount of the **Insured Plan's Property Handled** by the **Fiduciary** at the beginning of the **Insured Plan's** fiscal year or $500,000.00, whichever is less, but in no event less than $1,000.00.

(c) Non-Cumulation of Limit of Liability: Regardless of the number of years this bond remains in force or the number of premiums paid, neither the Aggregate Limit of Liability nor the Single Loss Occurrence Limit of Liability For Each Insured Plan cumulates from year to year or **Bond Period** to **Bond Period**.

(d) Discovery Period – Limit of Insurance: In no event shall the Aggregate Limit of Liability for a **Single Loss Occurrence** discovered during the discovery period be greater than the Aggregate Limit of Liability for a **Single Loss Occurrence** remaining at the time of expiration, termination or cancellation of the bond.

LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS

Section 4.

(a) At the earliest practicable moment after discovery of loss, the **Fiduciary** or **Insured Plan** shall give the Underwriter notice thereof.

(b) Within six months after such discovery, the **Fiduciary** or **Insured Plan** shall furnish to the

SPECIMEN

Underwriter proof of loss, duly sworn to, with full particulars.

(c) Legal proceedings for the recovery of any loss hereunder shall not be brought:
(1) Unless the **Fiduciary** and **Insured Plan** has complied with all the terms of this bond; and
(2) Until sixty days after proof of loss has been filed with the Underwriter; and
(3) Unless brought within twenty-four months from the discovery of loss.

(d) If any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to equal the minimum period of limitation provided by such law.

(e) No suit, action or legal proceedings shall be brought hereunder by any one other than the **Insured Plan** 's administrator or trustee or other person authorized by law or by the **Insured Plan** to act on behalf of the **Insured Plan**. Under no circumstances may participants in the **Insured Plan** bring a suit, action or legal proceeding against the Underwriter.

(f) Only the **Insured Plan** 's administrator or trustee or other person authorized by law or by the **Insured Plan** to act on behalf of the **Insured Plan** shall have the right to make, adjust, receive and enforce payment of any and all claims hereunder.

VALUATION
Section 5. The value of any securities, for the loss of which a claim shall be made hereunder, shall be the value of such securities at the close of business on the day such loss is discovered. If no market price is quoted for such securities, the value shall be fixed by agreement between the parties or by arbitration.

ASSIGNMENT-SUBROGATION-RECOVERY-COOPERATION
Section 6.
(a) In the event of payment under this bond, the **Insured Plan** shall deliver to the Underwriter an assignment of all of the **Insured Plan** 's rights, claims and causes of action against any person or entity to the extent of the loss payment.

(b) An **Insured Plan** shall be conclusively deemed to have consented and agreed that this bond or any right of action thereon shall not be assignable. The participants of such **Insured Plan** shall not be third party beneficiaries of this bond and shall have no rights hereunder.

(c) In the event of payment under this bond, the Underwriter shall be subrogated to all of the **Insured Plan**'s rights of recovery therefor against any person or entity to the extent of such payment.

(d) Recoveries shall be applied, net of the expense of such recovery, first to the satisfaction of loss that exceeds the Single Loss Occurrence Limit of Liability For Each Insured Plan and, secondly, to the Underwriter as reimbursement of amounts paid in settlement of the claim.

(e) Upon the Underwriter's request and at reasonable times and places designated by the Underwriter the **Fiduciary** and the **Insured Plan** shall:
(1) submit to examination by the Underwriter and subscribe to the same under oath; and
(2) produce for the Underwriter's examination all pertinent records; and
(3) cooperate with the Underwriter in all matters pertaining to the loss.

(f) The **Insured Plan** shall execute all papers and render assistance to secure to the Underwriter the rights and causes of action provided for herein. The **Fiduciary** and the **Insured Plan** shall do nothing after discovery of loss to prejudice such rights or causes of action.

PAYMENT
Section 7. All losses and other payments, if any, payable by the Underwriter hereunder shall be payable to the **Insured Plan** without regard to its obligations to others, and the Underwriter shall not be responsible for the proper application of any payment made hereunder.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE
Section 8. If the coverage of this bond supersedes in whole or in part the coverage of any other bond or policy of insurance issued by an Insurer other than the Underwriter and terminated, canceled or allowed to expire, the Underwriter, with respect to any loss sustained prior to such termination, cancellation or expiration and discovered within the period permitted under such other bond or policy for the discovery of loss thereunder, shall be liable under this bond only for that part of such loss covered by this bond as is in excess of the amount recoverable or recovered on account of such loss under such other bond or policy, anything to the contrary in such other bond or policy notwithstanding.

OTHER INSURANCE OR INDEMNITY
Section 9. If the **Fiduciary**, **Insured Plan** or any other party at interest in any loss has any other bond, indemnity or insurance which in the absence of this bond would cover such loss in whole or in part, then this bond shall not cover to the extent of the amount of such other bond, indemnity or insurance; but shall attach to and cover, subject to its limitations, only the amount of such loss in excess of the amount of such bond, indemnity or insurance.

COVERED PROPERTY
Section 10. This bond shall only apply to loss of any **Insured Plan** 's **Property** while that **Property** is being **Handled** by the **Fiduciary.**

SPECIMEN

JOINT FIDUCIARIES

Section 11. If two or more **Fiduciaries** are named in the Declarations of this bond, the first named **Fiduciary** shall act for all named **Fiduciaries**. If the first named **Fiduciary** ceases to be named in the Declarations of this bond, the **Fiduciary** next named shall thereafter be considered as the first named **Fiduciary**. Knowledge possessed or discovery made by any **Fiduciary** shall constitute knowledge or discovery by all **Fiduciaries** for all purposes of this bond.

TERMINATION OR CANCELLATION

Section 12.

(a) This bond terminates as to any **Employee of the Fiduciary** immediately upon the occurrence of any of the following:

(1) as soon as any **Fiduciary** or **Insured Plan**, or any administrator, trustee, director or officer thereof not in collusion with the **Employee of the Fiduciary**, learns of any dishonest or fraudulent act committed by such person at any time against the **Fiduciary** or any other person or entity, whether in the employment of the **Fiduciary** or otherwise, whether or not of the type covered under the Insuring Agreement, or

(2) thirty days after the receipt by the **Fiduciary** of a written notice from the Underwriter stating its desire to cancel this bond as to such person.

(b) This bond terminates as to any **Insured Plan** immediately upon occurrence of any of the following:

(1) sixty days after the receipt by the **Fiduciary** of a written notice from the Underwriter of its desire to cancel this bond as to said **Insured Plan**, or

(2) receipt by the Underwriter of a written notice from the **Fiduciary** stating its desire to cancel this bond as to said **Insured Plan** , or

(3) expiration or cancellation of the written contract between the **Fiduciary** and the **Insured Plan**.

(c) This bond terminates as an entirety immediately upon the occurrence of any of the following:

(1) sixty days after the receipt by the **Fiduciary** of a written notice from the Underwriter of its desire to cancel this bond, or

(2) receipt by the Underwriter of a written notice from the **Fiduciary** of its desire to cancel this bond, or

(3) the taking over of the **Fiduciary** by a receiver or other liquidator or by State or Federal officials, or

(4) the taking over of the **Fiduciary** by another institution, or

(5) expiration of the **Bond Period** set forth in ITEM 3 of the Declarations.

DEFINITIONS

Section 13. As used in this bond:

(a) **Bond Period** means the period from the Inception Date to the Expiration Date set forth in ITEM 3 of the Declarations or to any earlier cancellation or termination date.

(b) **Employee of the Fiduciary** means any natural person:

(1) while in the service of the **Fiduciary**, and
(2) whom the **Fiduciary** compensates directly by salary, wages or commissions, and
(3) whom the **Fiduciary** has the right to direct and control

while **Handling Property** of any **Insured Plan** in the capacity of a "plan official", as that term is used in Section 412 of the Employee Retirement Income Security Act of 1974, Title 29 United States Code Section 1112 (1988 ed.).

Employee of the Fiduciary does include a person provided by an employment contractor to perform employee duties for the **Fiduciary** under the **Fiduciary**'s supervision and an employee of an institution merged or consolidated with the **Fiduciary** prior to the effective date of this bond.

Employee of the Fiduciary does not include any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character.

(c) **Fiduciary** means "**Fiduciary**" as defined in Title 29 United States Code Section 1002(21)(A)(1988ed.).

(d) **Handle, Handled** and **Handling** shall have the meaning attributed to those terms in Title 29 Code of Federal Regulations Section 2580.412-6(1993).

(e) **Insured Plan** means all employee benefit plans subject to the Employee Retirement Income Security Act of 1974, and any amendment thereto, for which the entity identified in ITEM 1 of the Declarations acts as a **Fiduciary** under written contract at any time during the **Bond Period**.

(f) **Property** means any **Insured Plan**'s "funds and other property" as that phrase is used in Title 29 Code of Federal Regulations Section 2580.412- 4(1993).

(g) **Single Loss Occurrence** means any one dishonest or fraudulent act or series of related dishonest or fraudulent acts committed by one or more than one **Employee of the Fiduciary** whether acting alone or in collusion with others and whether involving one or more than one **Insured Plan**.

SPECIMEN

EXCLUSIONS

Section 14. This bond does not cover:

(a) potential income, including but not limited to interest and dividends, not realized by any **Insured Plan** because of a loss covered under this bond;

(b) damages of any type, except direct compensatory damages;

(c) all fees, costs and other expenses incurred in establishing the existence or amount of loss covered under this bond;

(d) defense of any legal proceeding brought against the **Fiduciary** or any **Insured Plan**, or for fees, costs or expenses incurred or paid by the **Fiduciary** or any **Insured Plan** in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss covered by this bond.

CHANGES

Section 15. By acceptance of this bond the **Fiduciary** agrees that it embodies all agreements existing between the **Fiduciary** and the Underwriter or any of its agents relating to this bond. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this bond or estop the Underwriter from asserting any right under the terms of this bond; nor shall the terms of this bond be waived or changed, except by rider issued to form a part of this bond signed by an authorized representative of the Underwriter.

IN WITNESS WHEREOF the Underwriter has caused this bond to be signed by its authorized officers at St. Paul, Minnesota, and executed on the Declarations Page.

Includes copyrighted material of Insurance Services Office and the Surety Association of America

SPECIMEN