

RESOLUTION NO. 2019-08

**A RESOLUTION OF THE DOWNTOWN COMMUNITY
IMPROVEMENT DISTRICT AUTHORIZING THE BOARD
OF DIRECTORS TO CARRY AND MAINTAIN A
NONPROFIT CORPORATION DIRECTORS, OFFICERS
AND CORPORATE INDEMNIFICATION INSURANCE
POLICY**

WHEREAS, the Board of Directors of the Downtown Community Improvement District (the "District") wishes to carry and maintain a nonprofit corporation directors, officers and corporate indemnification insurance policy in the amount of One Million Dollars (\$1,000,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

1. The Secretary of the Board of Directors is authorized to obtain and arrange for the issuance of a nonprofit corporation directors', officers', and corporate indemnification insurance policy in the amount of One Million Dollars (\$1,000,000.00), substantially in the form attached hereto as Exhibit A and incorporated fully herein, insuring the District, its officers and its employees from any potential liability in connection with actions relating to the District.

2. This resolution shall be in full force and effect from and after its passage by the Board of Directors.

Passed this 14th day of August 2018.

_____, Chairman of the Board of
Directors

(SEAL)

Attest:

_____, Secretary of the Board of Director

**EXHIBIT A
TO RESOLUTION NO. 2019-08**

**Nonprofit Corporation Directors, Officers and Corporate
Indemnification Insurance Policy**

**POLICYHOLDER
DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**
(for policies with no terrorism exclusion or sublimit)
Insuring Company: Federal Insurance Company

You are hereby notified that, under the Terrorism Risk Insurance Act (the "Act"), this policy makes available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. Beginning in 2016, the Federal share will be reduced by 1% per year until it reaches 80%, where it will remain.

However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The portion of your policy's annual premium that is attributable to insurance for such acts of terrorism is: \$ **-0-**.

If you have any questions about this notice, please contact your agent or broker.

IMPORTANT NOTICE TO POLICYHOLDERS

Insuring Company: Federal Insurance Company

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

NOTICE TO MISSOURI INSUREDS
IMPORTANT NOTICE - INSURANCE COMPANY CONTACT INFORMATION

To obtain information or make a complaint:

You may call the Company's toll-free telephone number for information or to make a complaint at:

1-800-36-CHUBB

You may also write to the Company at:

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Notice of Loss Control Services

Insuring Company: Federal Insurance Company

As a Chubb policyholder, you have loss prevention information and/or services available to you, as described in this Notice.

Employment Practices Liability (EPL) Loss Prevention Services

- **Chubb EPL Loss Prevention Web Site**

For information about the program, as well as a way to access many of our available services, go to <http://csi.chubb.com/epllossprevention>.

- **ChubbWorks.com**

ChubbWorks.com is a web-based platform that offers multiple services including overviews of employment laws, sample employment policies and procedures, and on-line training. To gain immediate access to ChubbWorks go to www.chubbworks.com and register using your policy number.

- **Employment Practices Loss Prevention Guidelines Manual**

Written by John B. Lewis of Baker & Hostetler, LLP exclusively for Chubb, this manual provides an overview of key employment issues and offers proactive ideas for avoiding employment lawsuits. To order the *Employment Practices Loss Prevention Guidelines for Not-For-Profit Organizations*, simply call **1.866.282.9001**, order 14-01-0107, and provide your mailing address.

- **Loss Prevention Consultant Services**

Chubb has developed a network of more than 120 law firms, human resources consulting firms, and labor economist/statistical firms that offer specialized services for employment issues. In addition to preferred rates for customers, Chubb will reimburse customers for 50% of the cost of the qualified services, up to 10% of the customer's insurance premium for the EPL coverage/insuring agreement. To access the network of consultants and learn more about the consultant services program, go to Chubb's EPL Loss Prevention Web site at <http://csi.chubb.com/epllossprevention>.

- **Toll-free Hot Line**

Have a question on how to handle an employment situation? Simply call **1.888.249.8425** to access the nationally known employment law firm of Jackson Lewis Schnitzler & Krupman. We offer customers an unlimited number of calls to the hot line at no additional charge.

If you have any questions on the EPL Loss Prevention program, simply consult <http://csi.chubb.com/epllossprevention> or email csi-info@chubb.com.

Directors and Officers (D&O) Liability Loss Prevention Services

- **Directors and Officers Liability Loss Prevention Manual**

Written by Dan A. Bailey exclusively for Chubb, *Directors and Officers Liability Loss Prevention for Not-For Profit Organizations* discusses general principles governing D&O liability and potential exposures for directors and officers. To order *Directors and Officers Liability Loss Prevention for Not-For Profit Organizations*, simply call **1.866.282.9001**, order 14-01-0036, and provide your mailing address.

- **Loss Prevention Guidelines for Independent Directors**

Written exclusively for Chubb by Dan A. Bailey, this manual discusses roles played by independent directors, the increasing importance of independent directors, and corporate governance best practices. To order *Loss Prevention Guidelines for Independent Directors*, simply call **1.866.282.9001**, order 14-01-0679, and provide your mailing address.

Fiduciary Liability Loss Prevention Services

- **Fiduciary Liability Loss Prevention Manual**

Written by Dan A. Bailey exclusively for Chubb, *Fiduciary Liability Loss Prevention* discusses general principles governing fiduciary liability and reviews basic fiduciary duties under ERISA. To order *Fiduciary Liability Loss Prevention*, simply call **1.866.282.9001**, order 14-01-0039, and provide your mailing address.

Crime Loss Prevention Services

- **Crime Loss Prevention Manual**

Written by KPMG LLP exclusively for Chubb, the Crime Loss Prevention Manual discusses general principles governing workplace crime exposures. To order the Crime Loss Prevention Manual, simply call **1.866.282.9001**, order 14-01-0044, and provide your mailing address.

Kidnap/Ransom & Extortion Loss Prevention Services

- **Kidnap/Ransom & Extortion Loss Prevention Manuals**

Chubb offers *Managing Terrorism Risks* and *Managing Travel Risks*, written exclusively for Chubb by the Ackerman Group, Inc., an international security consultant. To order the *Managing Terrorism Risks*, simply call **1.866.282.9001**, order 14-01-0179, and provide your mailing address. To order the *Managing Travel Risks*, simply call **1.866.282.9001**, order 14-01-0178, and provide your mailing address.

The services provided are advisory in nature. While this program is offered as a resource in developing or maintaining a loss prevention program, you should consult competent legal counsel to design and implement your own program. No liability is assumed by reason of the services, access or information provided. All services are subject to change without notice.

Notice to Purchasers of Employment Practices Liability Coverage or Fiduciary Liability Coverage

Insuring Company: Federal Insurance Company

As a purchaser of an Employment Practices Liability Coverage Section and/or a Fiduciary Liability Coverage Section, please note that the Company has the right and duty to defend any Claim (as such term is defined in the Definitions section of each applicable Coverage Section) covered by each applicable Coverage Section, unless such Coverage Section has been amended by written endorsement. Defense counsel for any such Claim shall be selected by the Company from the Company's list of approved defense firms. Please also note that, as a condition precedent to any right to coverage under each applicable Coverage Section, all Claims must be reported to the Company in writing in the manner and within the time provided in the Reporting and Notice provisions of such Coverage Section.

For a list of approved defense firms, please contact your insurance agent or broker, or access such list by using the following internet address:

http://csi.chubb.com/panel_counsel.asp

Please note that the Company reserves the right to modify such list at any time without notice.

DECLARATIONS

FEDERAL INSURANCE COMPANY

A stock insurance company, incorporated under the laws of Indiana, herein called the Company

Capital Center, 251 North Illinois, Suite 1100
Indianapolis, IN 46204-1927

Policy Number: 8242-3489

THE DIRECTORS AND OFFICERS LIABILITY AND ENTITY LIABILITY, FIDUCIARY LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE SECTIONS (WHICHEVER ARE PURCHASED) PROVIDE CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR DURING AN APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED UNLESS OTHERWISE PROVIDED HEREIN, BY "DEFENSE COSTS," AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION. IN NO EVENT WILL THE COMPANY BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. READ THE ENTIRE POLICY CAREFULLY.

Item 1. Organization: THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT
(CID)
Principal Address: 11 S 10TH STREET
COLUMBIA, MO 65203

Item 2. Policy Period: (A) From: 12:01 A.M. on March 11, 2018
(B) To: 12:01 A.M. on March 11, 2019
Local time at the address shown in Item 1.

Item 3. A Combined Maximum Aggregate Limit of Liability is applicable:

Yes No The Combined Maximum Aggregate Limit of Liability for all **Claims** under all **Liability Coverage Sections** each **Policy Year** shall be: \$1,000,000

Item 4. Coverage is available for the following only:

Yes No Directors & Officers Liability and Entity Liability Coverage Section

Yes No Employment Practices Liability Coverage Section

Yes No Fiduciary Liability Coverage Section

Yes No Crime Non-Liability Coverage Section

Yes No Kidnap/Ransom and Extortion Non-Liability Coverage Section

Item 5. Extended Reporting Period:

(A) Additional Period:
1 year

(B) Additional Premium:
100% of Annual Premium

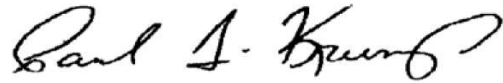
Item 6. Termination of prior policies: 8242-3489 (Mar 11, 2017 - Mar 11, 2018)

In witness whereof, the Company issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the Company.

FEDERAL INSURANCE COMPANY



Secretary



President

12/26/2017

Date



Authorized Representative

In consideration of payment of the premium and subject to the Declarations and the limitations, conditions, provisions and other terms of this Policy, the Company and the Insureds agree as follows:

Territory

1. Coverage shall extend anywhere in the world.
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Terms and Conditions

2. Except for these General Terms and Conditions or as specifically provided in any Coverage Section of this Policy, the terms and conditions of each Coverage Section shall apply only to that Coverage Section. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Section, the terms and conditions of such Coverage Section shall control for purposes of that Coverage Section. Any defined term referenced in these General Terms and Conditions but defined in a Coverage Section shall, for purposes of coverage under that Coverage Section, have the meaning set forth in that Coverage Section.
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Definitions

3. When used in this Policy, unless stated to the contrary in any Coverage Section of this Policy:

Affiliate means any entity other than a **Subsidiary**, during such time as the **Organization** has the authority to direct the financial or managerial decision making of such entity, whether by operation of law, pursuant to contract or agreement, by means of stock ownership or membership, or pursuant to such entity's charter, articles of incorporation, or by-law provisions.

Anniversary Date means that date and time exactly one (1) year after the date and time set forth in Item 2(A) of the Declarations of these General Terms and Conditions, and each succeeding date and time exactly one (1) year after the previous **Anniversary Date**.

Application means all signed applications, including attachments and other materials submitted therewith or incorporated therein, submitted by the **Insureds** to the Company for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. **Application** shall also include all other information or materials provided by the **Insureds** to the Company in connection with the underwriting or issuance of this Policy, including quarterly and annual reports, financial statements, and all other filings or submissions to or with any government or regulatory agency, whether provided to the Company directly or indirectly through the use of public databases or similar sources. All such applications, attachments, materials and other information are deemed attached to, incorporated into and made a part of this Policy.

Claim shall have the meaning set forth in the applicable **Liability Coverage Section**.

Coverage Event means the event or loss which must occur or be sustained or discovered in order to invoke coverage under the applicable **Non-Liability Coverage Section**.

Defense Costs shall have the meaning set forth in the applicable Coverage Section.

Domestic Partner means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Organization**.

Employment Claim shall have the meaning set forth in the applicable Coverage Section.

Financial Impairment means the status of an **Organization** resulting from:

- (a) the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate such **Organization**; or
- (b) such **Organization** becoming a debtor in possession under the United States bankruptcy law or the equivalent of a debtor in possession under the law of any other country.

Insured shall have the meaning set forth in the applicable Coverage Section.

Insured Capacity means the position or capacity of an **Insured Person** that causes him or her to meet the definition of **Insured Person** set forth in the applicable Coverage Section. **Insured Capacity** does not include any position or capacity held by an **Insured Person** in any organization other than the **Organization**, even if the **Organization** directed or requested the **Insured Person** to serve in such position or capacity in such other organization.

Insured Person shall have the meaning set forth in the applicable Coverage Section.

Loss shall have the meaning set forth in the applicable Coverage Section.

Liability Coverage Section means the Directors & Officers Liability and Entity Liability, Employment Practices Liability, and Fiduciary Liability Coverage Sections of this Policy, if purchased as set forth in Item 4 of the Declarations of these General Terms and Conditions.

Manager means any natural person who has been, now is or shall be appointed a manager, member of the Board of Managers or equivalent executive of an **Organization** that is a limited liability company.

Non-Liability Coverage Section means the Crime and Kidnap/Ransom and Extortion Coverage Sections of this Policy, if purchased as set forth in Item 4 of the Declarations of these General Terms and Conditions.

Organization means, collectively, those organizations designated in Item 1 of the Declarations of these General Terms and Conditions except as otherwise provided in any Coverage Section, including any such organization in its capacity as a debtor in possession under the United States bankruptcy law or in an equivalent status under the law of any other country.

Policy Period means the period of time set forth in Item 2 of the Declarations of these General Terms and Conditions, subject to any prior termination in accordance with Subsection 17 of these General Terms and Conditions.

Policy Year means the period, within the **Policy Period**, from the date and time set forth in Item 2(A) of the Declarations of these General Terms and Conditions to the first **Anniversary Date**, or the period, within the **Policy Period**, from an **Anniversary Date** to its next succeeding **Anniversary Date**, subject to any prior termination in accordance with Subsection 17 of these General Terms and Conditions.

Pollutants means:

- (a) any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof, including, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, or
- (b) any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, or any noise.

Potential Employment Claim shall have the meaning set forth in the applicable Coverage Section.

Potential Third Party Claim shall have the meaning set forth in the applicable Coverage Section.

Related Claims means all **Claims** for **Wrongful Acts** based upon, arising from, or in consequence of the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.

Subsidiary means, subject to the provisions of Subsections 9, 10 and 11 of these General Terms and Conditions:

- (a) any not-for-profit entity during any time in which the **Organization** owns or controls, directly or through one or more **Subsidiaries**, the present right to elect or appoint more than fifty percent (50%) of such entity's directors or trustees; or
- (b) any not-for-profit limited liability company during any time in which the **Organization** owns or controls, directly or through one or more **Subsidiaries**, the present right to elect, appoint or designate more than fifty percent (50%) of such entity's **Managers**.

Third Party Claim shall have the meaning set forth in the applicable Coverage Section.

Wrongful Act shall have the meaning set forth in each applicable **Liability Coverage Section**.

Extended Reporting Period

- 4. (a) If any **Liability Coverage Section** is either terminated or not renewed for any reason other than nonpayment of premium, any **Insured** shall have the right to purchase an Extended Reporting Period for the period set forth in Item 5(A) of the Declarations of these General Terms and Conditions. This right to purchase an Extended Reporting Period shall lapse unless written notice of election to purchase the Extended Reporting Period, together with payment of the additional applicable premium due as set forth in Item 5(B) of the Declarations of these General Terms and Conditions, is received by the Company within thirty (30) days after the end of the **Policy Period**.
- (b) If the Extended Reporting Period is purchased, then coverage otherwise afforded by such **Liability Coverage Section** will be extended to apply to **Loss** from **Claims** first made during such Extended Reporting Period but only for **Wrongful Acts** committed or allegedly committed before the end of the **Policy Period** or the date of any conversion of coverage described in Subsection 9, 10 or 11 of these General Terms and Conditions, whichever is earlier. The entire additional premium for the Extended Reporting Period shall be deemed fully earned at the inception of such Extended Reporting Period. The Limit of Liability for the Extended Reporting Period shall be part of and not in addition to the applicable Limits of Liability for the **Policy Year** immediately preceding the expiration of the **Policy Period**.

Limits of Liability

5. (a) Solely with respect to all **Liability Coverage Sections**:
- (i) If the Combined Maximum Aggregate Limit of Liability for all **Liability Coverage Sections** is elected, as set forth in Item 3 of the Declarations of these General Terms and Conditions, such amount shall be the maximum aggregate liability of the Company for all **Loss** from all **Claims** first made during each **Policy Year** under all **Liability Coverage Sections** combined, regardless of the number of **Claims**; provided that the maximum aggregate liability of the Company for all **Loss** from all **Claims** first made during each **Policy Year** under each **Liability Coverage Section** shall not exceed the respective Limit of Liability as set forth in Item 2 of the Declarations of each applicable **Liability Coverage Section**. If the Limit(s) of Liability of any **Liability Coverage Section**, as set forth in Item 2 of the Declarations for such **Liability Coverage Section**, is less than the Combined Maximum Aggregate Limit of Liability for all **Liability Coverage Sections** as set forth in Item 3 of the Declarations of these General Terms and Conditions, such lesser limit shall be a sublimit and such amount shall be part of, and not in addition to, the Combined Maximum Aggregate Limit of Liability for all **Liability Coverage Sections** as set forth in Item 3 of the Declarations of these General Terms and Conditions.
 - (ii) If the Combined Maximum Aggregate Limit of Liability for all **Liability Coverage Sections** is not elected, the maximum aggregate liability of the Company for all **Loss** from all **Claims** first made during each **Policy Year** under each **Liability Coverage Section** shall be the respective Limit of Liability as set forth in Item 2 of the Declarations for such **Liability Coverage Section**, regardless of the number of **Claims**.
 - (iii) Except as otherwise expressly provided in any **Liability Coverage Section**, **Defense Costs** are part of and not in addition to the applicable Limits of Liability set forth in Item 2 of the Declarations of the applicable **Liability Coverage Section**, and the payment by the Company of **Defense Costs** shall reduce and may exhaust such applicable Limits of Liability.
- (b) Solely with respect to each **Non-Liability Coverage Section**, the Company's maximum liability shall be the respective Limit(s) of Liability set forth in the Declarations of such **Non-Liability Coverage Section**.

Reporting and Notice

6. (a) The **Insureds** shall, as a condition precedent to exercising any right to coverage under any **Liability Coverage Section**, give to the Company written notice of any **Claim** as soon as practicable, but:
- (i) if such **Liability Coverage Section** expires (or is otherwise terminated) without being renewed and if no Extended Reporting Period is purchased with respect to such **Liability Coverage Section**, no later than the sixtieth (60th) day after the effective date of expiration or termination; or
 - (ii) if an Extended Reporting Period is purchased with respect to such **Liability Coverage Section**, no later than the last day of the Extended Reporting Period.

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- (b) Solely with respect to the Directors & Officers Liability and Entity Liability Coverage Section and the Fiduciary Liability Coverage Section, if:
- (i) an **Insured** becomes aware of circumstances during the **Policy Period** which could give rise to a **Claim** and gives written notice of such circumstances to the Company as soon as practicable during the **Policy Period**, or
 - (ii) an **Insured** receives during the **Policy Period** a written request to toll or waive a statute of limitations applicable to **Wrongful Acts** committed, attempted, or allegedly committed or attempted before or during the **Policy Period** and gives written notice of such request and of such alleged **Wrongful Acts** to the Company as soon as practicable during the **Policy Period**,

then any **Claim** subsequently arising from such circumstances referred to in (i) above, or from the **Wrongful Acts** referred to in (ii) above shall be deemed to have been first made against the **Insured** during the **Policy Year** in which the written notice described in (i) or (ii) above was first given by an **Insured** to the Company, provided any such subsequent **Claim** is reported to the Company as set forth in Subsection 6(a) above. With respect to any such subsequent **Claim**, no coverage under the Directors & Officers Liability and Entity Liability Coverage Section or the Fiduciary Liability Coverage Section shall apply to loss incurred prior to the date such subsequent **Claim** is actually made.

- (c) Solely with respect to the Employment Practices Liability Coverage Section, if during the **Policy Period** any **Insured**:
- (i) becomes aware of a **Potential Employment Claim** or **Potential Third Party Claim** and gives written notice of such **Potential Employment Claim** or **Potential Third Party Claim** to the Company as soon as practicable during the **Policy Period**; and
 - (ii) requests coverage under the Employment Practices Liability Coverage Section for any **Employment Claim** or **Third Party Claim** subsequently resulting from such **Potential Employment Claim** or **Potential Third Party Claim**;

then any **Employment Claim** or **Third Party Claim** subsequently arising from such **Potential Employment Claim** or **Potential Third Party Claim** referred to in (i) above shall be deemed to have been first made against the **Insured** during the **Policy Year** in which the written notice described in (i) and (ii) above was first given by an **Insured** to the Company, provided any such subsequent **Employment Claim** or **Third Party Claim** is reported to the Company as set forth in Subsection 6(a) above. With respect to any such **Employment Claim** or **Third Party Claim**, no coverage under the Employment Practices Liability Coverage Section shall apply to loss incurred prior to the date such subsequent **Employment Claim** or **Third Party Claim** is actually made.

- (d) Solely with respect to any **Non-Liability Coverage Section**, the **Insureds** shall give notice of a **Coverage Event** in accordance with the applicable Proof of Loss and Legal Proceedings Subsection of such Coverage Section.
- (e) The **Insureds** shall, as a condition precedent to exercising any right to coverage under this Policy, give to the Company such information, assistance, and cooperation as the Company may reasonably require, and shall include in any notice under Subsection 6(a), (b) or (c) above a description of the **Claim**, **Potential Employment Claim**, **Potential Third Party Claim** or circumstances, the nature of any alleged **Wrongful Acts**, the nature of the alleged or potential damage, the names of all actual or potential claimants, the names of all actual or potential defendants, and the manner in which such **Insured** first became aware of the **Claim**, **Potential Employment Claim**, **Potential Third Party Claim** or circumstances.

Spouses, Estates and Legal Representatives

7. Subject to all limitations, conditions, provisions and other terms of these General Terms and Conditions and of the applicable **Liability Coverage Section**, coverage shall extend to **Claims** for the **Wrongful Acts** of an **Insured Person** made against:
- (a) the estate, heirs, legal representatives or assigns of such **Insured Person** if such **Insured Person** is deceased or the legal representatives or assigns of such **Insured Person** if such **Insured Person** is incompetent, insolvent or bankrupt; or
 - (b) the lawful spouse or **Domestic Partner** of such **Insured Person** solely by reason of such spouse's or **Domestic Partner's** status as a spouse or **Domestic Partner**, or such spouse's or **Domestic Partner's** ownership interest in property which the claimant seeks as recovery for an alleged **Wrongful Act** of such **Insured Person**.

All provisions of these General Terms and Conditions and of the applicable **Liability Coverage Section**, including without limitation the Retention, that are applicable to **Loss** incurred by the **Insured Person** shall also apply to loss incurred by the estate, heirs, legal representatives, assigns, spouse and/or **Domestic Partner** of such **Insured Person**. The coverage provided by this Subsection 7 shall not apply with respect to any loss arising from an act or omission by an **Insured Person's** estate, heirs, legal representatives, assigns, spouse or **Domestic Partner**.

Notice

8. Any notice to the Company with respect to any Coverage Section shall designate the Coverage Section under which notice is being given and shall be treated as notice only under the Coverage Section(s) so designated.

Notice to the Company of a **Claim, Potential Employment Claim** or **Potential Third Party Claim** or of circumstances which could give rise to a **Claim** under any **Liability Coverage Section** or of a **Coverage Event** under any **Non-Liability Coverage Section**, shall be given in writing addressed to:

Attn: Claims Department
Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

All other notices to the Company shall be given in writing addressed to:

Attn: Chubb Underwriting
Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Any such notice shall be effective on the date of receipt by the Company at such address.

Changes in Exposure

9. Acquisition /Creation of Another Organization
- (a) If before or during the **Policy Period** any **Organization**:

- (i) acquires securities or voting rights in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or
- (ii) acquires another organization by merger into or consolidation with the **Organization** such that the **Organization** is the surviving entity,

then coverage shall be provided for such other organization, and its **Insureds**, with respect to any:

- (1) **Liability Coverage Section:** solely for **Wrongful Acts** committed, attempted, or allegedly committed or attempted after the effective date of such acquisition or creation unless the Company agrees, after presentation of a complete application and all other appropriate information, to provide coverage by endorsement for **Wrongful Acts** committed, attempted, or allegedly committed or attempted by such **Insureds** before such acquisition or creation; or
- (2) **Non-Liability Coverage Section:** after the effective date of such event, pursuant to the Liability for Prior Losses Subsection of such **Non-Liability Coverage Section**.

- (b) If, at the time of an acquisition or creation described in paragraph 9(a) above,
 - (i) the total assets of any such acquired or created organization exceed twenty-five percent (25%) of the total assets of the **Organization** (as reflected in the most recent audited consolidated financial statements of such organization and the **Organization**, respectively, as of the date of such acquisition or creation); or
 - (ii) solely with respect to the Employment Practices Liability Coverage Section, if purchased as set forth in Item 4 of the Declarations of these General Terms and Conditions, the total number of employees of the acquired or created organization exceeds twenty-five percent (25%) of the total number of employees of the **Organization** immediately prior to the acquisition or creation,

then the **Organization** shall give written notice of such acquisition or creation to the Company as soon as practicable, but in no event later than sixty (60) days after the date of such acquisition or creation, together with such other information as the Company may require and shall pay any reasonable additional premium required by the Company. If the **Organization** fails to give such notice within the time specified in the preceding sentence, or fails to pay the additional premium required by the Company, coverage for such acquired or created organization and its **Insured Persons** shall terminate with respect to **Claims** first made more than sixty (60) days after such acquisition or creation. Coverage for any acquired or created organization described in this paragraph, and for its **Insureds**, shall be subject to such additional or different terms, conditions and limitations of coverage as the Company in its sole discretion may require.

10. Acquisition by Another Organization

- If:
- (a) the **Organization** merges into or consolidates with another organization and the **Organization** is not the surviving entity; or
 - (b) another organization or person or group of organizations and/or persons acting in concert acquires securities or voting rights which result in ownership or voting control by the other organization(s) or person(s) of more than fifty percent (50%) of the outstanding securities or

voting rights representing the present right to vote for the election of or to appoint directors or **Managers** of the **Organization**,

then coverage under this Policy with respect to:

- (i) any **Liability Coverage Section**: shall continue until termination of such Coverage Section, but only with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted by the **Insureds** before such merger, consolidation or acquisition;
- (ii) the Crime Coverage Section: shall terminate subject to Subsection 19, Exclusions, of such Coverage Section; or
- (iii) the Kidnap/Ransom and Extortion Coverage Section: shall terminate subject to Subsection 7(h), Exclusions, of such Coverage Section.

Upon the occurrence of any event described in paragraph 10(a) or (b) above, the entire premium for this Policy shall be deemed fully earned. The **Organization** shall give written notice of such merger, consolidation or acquisition to the Company as soon as practicable, but in no event later than sixty (60) days after the date of such merger, consolidation or acquisition, together with such other information as the Company may require. Upon receipt of such notice and information and at the request of the **Organization**, the Company shall provide to the **Organization** a quotation for an extension of coverage (for such period as may be negotiated between the Company and the **Organization**) with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted by the **Insureds** before such merger, consolidation or acquisition. Any coverage extension pursuant to such quotation shall be subject to such additional or different terms, conditions and limitations of coverage, and payment of such additional premium, as the Company in its sole discretion may require.

11. Cessation of Subsidiary

In the event an organization ceases to be a **Subsidiary** before or during the **Policy Period**, then with respect to any:

- (a) **Liability Coverage Section**: coverage with respect to such former **Subsidiary** and its **Insureds** shall continue until termination of such Coverage Section, but only with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted while such organization was a **Subsidiary**; or
- (b) **Non-Liability Coverage Section**: such former **Subsidiary** and its **Insureds** shall cease to be **Insureds** as of the effective date of such cessation, and coverage under such **Non-Liability Coverage Section** shall thereafter apply only as provided in such **Non-Liability Coverage Section**.

Valuation and Foreign Currency

12. All premiums, limits, retentions, loss and other amounts under this Policy are expressed and payable in the currency of the United States of America. Except as otherwise provided in any Coverage Section, if a judgment is rendered, a settlement is denominated or any element of loss under this Policy is stated in a currency other than United States of America dollars, payment under this Policy shall be made in United States of America dollars at the rate of exchange published in The Wall Street Journal on the date the judgment becomes final, the amount of the settlement is agreed upon or any element of loss is due, respectively.

Subrogation

13. In the event of any payment under this Policy, the Company shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery, and such **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insured**.

Action Against the Company

14. No action may be taken against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy. No person or entity shall have any right under this Policy to join the Company as a party to any action against any **Insured** to determine such **Insured's** liability nor shall the Company be impleaded by such **Insured** or legal representatives of such **Insured**.

Organization Rights and Obligations

15. By acceptance of this Policy, the **Organization** first named in Item 1 of the Declarations of these General Terms and Conditions ("First Named **Organization**") agrees that it shall be considered the sole agent of, and shall act on behalf of, each **Insured** with respect to: the payment of premiums and the receiving of any return premiums that may become due under this Policy; the negotiation, agreement to and acceptance of endorsements; the giving or receiving of any notice provided for in this Policy (except the giving of notice to apply for an Extended Reporting Period); the adjustment of loss amounts; and the receipt or enforcement of payment of **Loss** (and the First Named **Organization** further agrees that it shall be responsible for application of any such payment as provided in this Policy). Each **Insured** agrees that the First Named **Organization** shall act on its behalf with respect to all such matters.

Alteration and Assignment

16. No change in, modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement to this Policy which is signed by an authorized employee of Chubb, a division of Federal Insurance Company.

Termination of Policy or Coverage Section

17. This Policy or any Coverage Section shall terminate at the earliest of the following times:
- (a) upon expiration of the **Policy Period** as set forth in Item 2(B) of the Declarations of these General Terms and Conditions;
 - (b) twenty (20) days after receipt by the **Organization** of a written notice of termination from the Company based upon non-payment of premium, unless the premium is paid within such twenty (20) day period; or
 - (c) at such other time as may be agreed upon by the Company and the **Organization**.

The Company shall refund the unearned premium computed pro rata. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of a notice of termination, but such payment shall be made as soon as practicable thereafter.

Termination of Prior Bonds or Policies

18. Any bonds or policies issued by the Company or its affiliates and set forth in Item 6 of the Declarations of these General Terms and Conditions shall terminate, if not already terminated, as of the inception of this Policy.
-

Representations and Severability

19. (a) In granting coverage to the **Insureds** under this Policy, the Company has relied upon the declarations and statements in the **Application**. Such declarations and statements are the basis of the coverage granted in this Policy and shall be considered as incorporated in and constituting part of this Policy.
- (b) Solely with respect to any **Liability Coverage Section**, the **Application** shall be construed as a separate application for coverage by each **Insured Person**, and no fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** for the purpose of determining if coverage is available.
- (c) The statements and representations in the **Application** will be deemed to have been made by all **Organizations**. For the purpose of determining if coverage is available, facts pertaining to and knowledge possessed by:
- (i) the Chief Financial Officer, President, Executive Director, Chief Executive Officer or Chairperson of an **Organization** shall be imputed only to that **Organization** and its **Subsidiaries** and their respective **Plans**; and
 - (ii) any individual signing the **Application** shall be imputed to all **Organizations**, **Subsidiaries**, **Affiliates** and **Plans**.
-

Bankruptcy

20. Bankruptcy or insolvency of any **Insured** shall not relieve the Company of its obligations nor deprive the Company of its rights or defenses under this Policy.
-

Headings

21. The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.
-

Compliance With Applicable Trade Sanction Laws

22. This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.
-

Schedule of Forms

To be attached to and form part of
Policy No. 8242-3489

Company: Federal Insurance Company

Issued to: THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT (CID)

ForeFront Portfolio for Not-for-Profit Organizations General Terms and Conditions Section (Federal)

14-02-10332RET (10/04 ed.)

14-02-10334 (7/09 ed.)

14-02-11575 (11/05 ed.)

14-02-12049 (5/06 ed.)

14-02-5970 (7/05 ed.)

ForeFront Portfolio for Not-for-Profit Organizations D&O Liability & Entity Liability Coverage Section (Federal)

14-02-10335 (10/04 ed.)

14-02-10336 (1/08 ed.)

14-02-11469 (11/07 ed.)

14-02-11692 (8/10 ed.)

14-02-12609MO (3/11 ed.)

14-02-13664 (5/08 ed.)

ForeFront Portfolio for Not-for-Profit Organizations Employment Practices Liability Coverage Section (Federal)

14-02-10337 (10/04 ed.)

14-02-10338 (1/08 ed.)

14-02-12614 (11/06 ed.)

ENDORSEMENT

Coverage Section: ForeFront Portfolio for Not-for-Profit Organizations General Terms and Conditions Section (Federal)

Effective date of
this endorsement: March 11, 2018

Company: Federal Insurance Company

Endorsement No. 1

To be attached to and
form a part of Policy No. 8242-3489

Issued to: THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT (CID)

RIDER TO APPLICATION - MISSOURI APPLICANTS ONLY

I, ACTING ON BEHALF OF THE **ORGANIZATION** AND ALL **INSUREDS**, UNDERSTAND AND ACKNOWLEDGE THAT:

- (1) THE POLICY CONTAINS COVERAGE SECTIONS WITH DEFENSE WITHIN LIMITS PROVISIONS, WHICH MEANS THAT **DEFENSE COSTS** WILL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND MAY EXHAUST SUCH LIMITS COMPLETELY, UNLESS OTHERWISE PROVIDED IN THE POLICY; AND
- (2) SHOULD **DEFENSE COSTS** EXHAUST THE APPLICABLE LIMITS OF LIABILITY UNDER THE POLICY, THE **INSURED** WILL BE LIABLE FOR ANY FURTHER **DEFENSE COSTS, LOSS, EXPENSES AND DAMAGES**; AND
- (3) THE POLICY DEFINES "**DEFENSE COSTS**" AS FOLLOWS:
 - (a) UNDER THE DIRECTORS AND OFFICERS LIABILITY AND ENTITY LIABILITY COVERAGE SECTION, "**DEFENSE COSTS**" ARE DEFINED AS "REASONABLE COSTS, CHARGES, FEES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPERTS' FEES) AND EXPENSES (OTHER THAN REGULAR OR OVERTIME WAGES, SALARIES, FEES, OR BENEFITS OF THE DIRECTORS, OFFICERS, TRUSTEES OR ANY DULY CONSTITUTED COMMITTEE MEMBER OR **EMPLOYEES** OF THE **ORGANIZATION**) INCURRED IN DEFENDING ANY **CLAIM** AND THE PREMIUM FOR APPEAL, ATTACHMENT OR SIMILAR BONDS. **DEFENSE COSTS** DOES NOT INCLUDE ANY AMOUNT INCURRED BY AN **INSURED** IN THE DEFENSE OF ANY ACTION, PROCEEDING OR DEMAND THAT IS NOT THEN A **CLAIM** EVEN IF (i) SUCH AMOUNT ALSO BENEFITS THE DEFENSE OF A COVERED **CLAIM**, OR (ii) SUCH ACTION, PROCEEDING OR DEMAND SUBSEQUENTLY GIVES RISE TO A CLAIM. **DEFENSE COSTS** ALSO DOES NOT INCLUDE THE REGULAR OR OVERTIME WAGES, SALARIES OR FEES OF THE DIRECTORS, OFFICERS OR EMPLOYEES OF THE COMPANY."
 - (b) UNDER THE EMPLOYMENT PRACTICES LIABILITY COVERAGE SECTION, "**DEFENSE COSTS**" ARE DEFINED AS "REASONABLE COSTS, CHARGES, FEES (INCLUDING BUT

NOT LIMITED TO ATTORNEYS' FEES AND EXPERTS' FEES) AND EXPENSES (OTHER THAN REGULAR OR OVERTIME WAGES, SALARIES, FEES OR **BENEFITS** OF THE DIRECTORS, OFFICERS, TRUSTEES, FACULTY OR ANY DULY CONSTITUTED COMMITTEE MEMBER OR EMPLOYEES OF THE **ORGANIZATION**) INCURRED IN DEFENDING ANY **CLAIM** AND THE PREMIUM FOR APPEAL, ATTACHMENT OR SIMILAR BONDS. **DEFENSE COSTS** DO NOT INCLUDE THE REGULAR OR OVERTIME WAGES, SALARIES OR FEES OF THE DIRECTORS, OFFICERS OR EMPLOYEES OF THE COMPANY."

- (c) UNDER THE FIDUCIARY LIABILITY COVERAGE SECTION, "**DEFENSE COSTS**" ARE DEFINED AS "REASONABLE COSTS, CHARGES, FEES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPERTS' FEES) AND EXPENSES (OTHER THAN REGULAR OR OVERTIME WAGES, SALARIES, FEES OR BENEFITS OF THE **EMPLOYEES** OF THE **ORGANIZATION**) INCURRED IN DEFENDING ANY **CLAIM** AND THE PREMIUM FOR APPEAL, ATTACHMENT OR SIMILAR BONDS. **DEFENSE COSTS** DOES NOT INCLUDE ANY AMOUNT INCURRED BY AN **INSURED** IN THE DEFENSE OF ANY ACTION, PROCEEDING OR DEMAND THAT IS NOT THEN A **CLAIM** EVEN IF (i) SUCH AMOUNT ALSO BENEFITS THE DEFENSE OF A COVERED **CLAIM**, OR (ii) SUCH ACTION, PROCEEDING OR DEMAND SUBSEQUENTLY GIVES RISE TO A **CLAIM**. **DEFENSE COSTS** ALSO DOES NOT INCLUDE THE REGULAR OR OVERTIME WAGES, SALARIES OR FEES OF THE DIRECTORS, OFFICERS OR EMPLOYEES OF THE COMPANY."

Acknowledged on behalf of the **Organization** and all **Insureds**

By: _____
Organization Chief Executive Officer or Chief Financial Officer (Signature)

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio for Not-for-Profit Organizations General Terms and Conditions Section (Federal)

Effective date of
this endorsement/rider: March 11, 2018

Federal Insurance Company

Endorsement/Rider No. 2

To be attached to and
form a part of Policy No. 8242-3489

Issued to: THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT (CID)

MISSOURI AMENDATORY ENDORSEMENT TO THE GENERAL TERMS AND CONDITIONS SECTION

In consideration of the premium charged, it is agreed that:

1. With respect to each Coverage Section other than the Directors and Officers Liability and Entity Liability Coverage Section, Subsection 17. Termination of Policy or Coverage Section (a) of the General Terms and Conditions Section is amended by adding the following at the end of such paragraph (a):

"provided that, if the Company does not renew this Policy or any Coverage Section, the Company will mail or deliver at least sixty (60) days' advance written notice of non-renewal to the **Organization** at its last known address;"
2. With respect to each Coverage Section other than the Directors and Officers Liability and Entity Liability Coverage Section, Subsection 17. Termination of Policy or Coverage Section of the General Terms and Conditions Section is amended to add the following at the end of such Subsection:

"Any notice of termination or non-renewal by the Company will state the precise reason(s) for such termination or non-renewal."
3. Nothing in this Amendatory Endorsement amends the provisions of Subsection 17. Termination of Policy or Coverage Section of the General Terms and Conditions Section as such provisions apply to the Directors and Officers Liability and Entity Liability Coverage Section.
4. References in this Amendatory Endorsement to a particular Coverage Section of the Policy are applicable only to the extent that such Coverage Section has been issued to the **Organization**. The Coverage Sections issued to the **Organization** are those indicated as purchased in Item 4 of the Declarations to the General Terms and Conditions Section of the Policy and nothing herein is intended to, nor does it, establish coverage under any Coverage Section that has not been issued to the **Organization** as part of the Policy.
5. No **Claim** will be denied for failure to submit a written notice of **Claim** within the required amount of time, unless this failure operates to prejudice the rights of the Company.

The Policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Missouri.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. H. W.", written in a cursive style.

Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio for Not-for-Profit Organizations General Terms and Conditions Section (Federal)

Effective date of
this endorsement/rider: March 11, 2018

Federal Insurance Company

Endorsement/Rider No. 3

To be attached to and
form a part of Policy No. 8242-3489

Issued to: THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT (CID)

AMEND SUBSECTION 19 REPRESENTATIONS AND SEVERABILITY ENDORSEMENT

In consideration of the premium charged, it is agreed that Subsection 19 Representations and Severability of these General Terms and Conditions is amended to include the following:

- (d) The Company shall not be entitled under any circumstances to rescind Insuring Clause 1 of this Policy's Directors and Officers Liability and Entity Liability coverage section.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio for Not-for-Profit Organizations General Terms and Conditions Section (Federal)

Effective date of
this endorsement/rider: March 11, 2018

Federal Insurance Company

Endorsement/Rider No. 4

To be attached to and
form a part of Policy No. 8242-3489

Issued to: THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT (CID)

AMEND DEFINITION OF ORGANIZATION ENDORSEMENT

In consideration of the premium charged, it is agreed that the term **Organization**, as defined in Subsection 3 Definitions of these General Terms and Conditions, is amended to read in its entirety as follows:

Organization means, collectively, those organizations (including their **Subsidiaries**) designated in Item 1 of the Declarations of these General Terms and Conditions, except as otherwise provided in any Coverage Section, including any such organization in its capacity as a debtor in possession under the United States bankruptcy law or in an equivalent status under the law of any other country

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio for Not-for-Profit Organizations General Terms and Conditions Section (Federal)

Effective date of

this endorsement/rider: March 11, 2018

Federal Insurance Company

Endorsement/Rider No. 5

To be attached to and
form a part of Policy No. 8242-3489

Issued to: THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT (CID)

NOTICE TO MISSOURI INSUREDS

This notice is provided in accordance with Bulletin 92-8 of the Missouri Department of Insurance.

Section 375.772.7(d) of the Missouri Property and Casualty Insurance Guaranty Association Act (the "Act") provides that claims covered by the Act do not include a claim by or against an insured of an insolvent insurer if that insured has a net worth of \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes an insolvent insurer; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.

Section 375.775.1 of the Act provides that the Missouri Property and Casualty Insurance Guaranty Association's obligations may be satisfied by paying to the claimant:

- a. an amount not exceeding \$25,000 per policy for a covered claim for the return of unearned premium; or
- b. an amount not exceeding \$300,000 per claim for all other covered claims.

Section 375.775.2 of the Act states that the Missouri Property and Casualty Insurance Guaranty Association will not:

- a. Be obligated to an insured or claimant in excess of the limits of liability of the policy from which the claim arises; or
- b. Return to the insured any unearned premium in excess of \$25,000.

DECLARATIONS

FEDERAL INSURANCE COMPANY

a stock insurance company, incorporated under the laws of Indiana, herein called the Company.

THIS COVERAGE SECTION PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR AN APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY "LOSS" WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS" UNLESS OTHERWISE SPECIFIED HEREIN, AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION. IN NO EVENT WILL THE COMPANY BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. READ THE ENTIRE POLICY CAREFULLY.

Item 1. **Organization:**
THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT
(CID)
11 S 10TH STREET
COLUMBIA, MO 65203

Item 2. Limits of Liability:

- | | |
|---|----------------|
| (A) Maximum Limit of Liability for this Coverage Section for all Claims each Policy Year: | \$1,000,000.00 |
| (B) Sublimit for all Excess Benefit Transaction Excise Tax: | \$100,000.00 |

Note: The Sublimit shown in (B) above is part of, and not in addition to, the Limit of Liability in (A) above.

Unless the Defense Outside the Limits of Liability Option is purchased pursuant to Item 5 below, the Limits of Liability will be reduced and may be exhausted by **Defense Costs**.

Item 3. Retention:

- | | |
|------------------------|------------|
| (A) Insuring Clause 1: | None |
| (B) Insuring Clause 2: | \$1,000.00 |
| (C) Insuring Clause 3: | \$1,000.00 |

Item 4. Pending or Prior Date: March 11, 2015

Item 5. Defense Outside the Limits of Liability Option purchased: Yes No

In consideration of payment of the premium and subject to the Declarations, the General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Coverage Section, the Company and the Insureds agree as follows:

Insuring Clauses

Individual Non-Indemnified Liability Coverage Insuring Clause 1

1. The Company shall pay, on behalf of each of the **Insured Persons**, **Loss** for which the **Insured Person** is not indemnified by the **Organization** and which the **Insured Person** becomes legally obligated to pay on account of any **Claim** first made against the **Insured Person**, individually or otherwise, during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** committed, attempted, or allegedly committed or attempted by such **Insured Person** before or during the **Policy Period**, but only if such **Claim** is reported to the Company in writing in the manner and within the time provided in Subsection 6 of the General Terms and Conditions.
-

Individual Indemnified Liability Coverage Insuring Clause 2

2. The Company shall pay, on behalf of the **Organization**, **Loss** for which the **Organization** grants indemnification to an **Insured Person**, as permitted or required by law, and which the **Insured Person** becomes legally obligated to pay on account of any **Claim** first made against the **Insured Person**, individually or otherwise, during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** committed, attempted, or allegedly committed or attempted by such **Insured Person** before or during the **Policy Period**, but only if such **Claim** is reported to the Company in writing in the manner and within the time provided in Subsection 6 of the General Terms and Conditions.
-

Entity Liability Coverage Insuring Clause 3

3. The Company shall pay, on behalf of the **Organization**, **Loss** which the **Organization** becomes legally obligated to pay on account of any **Claim** first made against the **Organization** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** committed, attempted, or allegedly committed or attempted by the **Organization** or the **Insured Persons** before or during the **Policy Period**, but only if such **Claim** is reported to the Company in writing in the manner and within the time provided in Subsection 6 of the General Terms and Conditions.
-

Definitions

4. When used in this Coverage Section:

Claim means:

- (1) when used in reference to the coverage provided by Insuring Clause 1 or 2:
 - (a) a written demand for monetary damages or non-monetary relief;

- (b) a civil proceeding commenced by the service of a complaint or similar pleading;
- (c) a criminal proceeding commenced by the return of an indictment; or
- (d) a formal civil administrative or civil regulatory proceeding commenced by the filing of a notice of charges or similar document, or by the entry of a formal order of investigation or similar document,

against an **Insured Person** for a **Wrongful Act**, including any appeal therefrom; or

(2) when used in reference to the coverage provided by Insuring Clause 3:

- (a) a written demand for monetary damages or non-monetary relief;
- (b) a civil proceeding commenced by the service of a complaint or similar pleading;
- (c) a criminal proceeding commenced by the return of an indictment; or
- (d) a formal civil administrative or civil regulatory proceeding commenced by the filing of a notice of charges or similar document, or by the entry of a formal order of investigation or similar document, but only while such proceeding is also pending against an **Insured Person**,

against an **Organization** for a **Wrongful Act**, including any appeal therefrom.

Except as may otherwise be provided in Subsection 8(e) of this Coverage Section, or Subsection 4 or Subsection 6(b) of the General Terms and Conditions, a **Claim** will be deemed to have first been made when such **Claim** is commenced as set forth in this definition (or, in the case of a written demand, when such demand is first received by an **Insured**).

Defense Costs means reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of the directors, officers, trustees or any duly constituted committee member or **Employees** of the **Organization**) incurred in defending any **Claim** and the premium for appeal, attachment or similar bonds.

Employee means any natural person whose labor or service is engaged by and directed by the **Organization**, including any part-time, seasonal, leased or temporary employees or volunteers. **Employee** shall not include any independent contractor.

Excess Benefit Transaction means an "excess benefit transaction" as that term is defined in Section 4958(c) of the Internal Revenue Code, 26 U.S.C. § 4958(c).

Excess Benefit Transaction Excise Tax means any excise tax imposed by the Internal Revenue Service, pursuant to Section 4958(a)(2) of the Internal Revenue Code, 26 U.S.C. § 4958(a)(2), on an **Insured Person** who is an **Organization Manager** as a result of such **Insured Person's** participation in an **Excess Benefit Transaction**.

Executive means any natural person who was, now is or shall become:

- (a) a duly elected or appointed director, officer, trustee, **Manager**, in-house general counsel, or duly constituted committee member of any **Organization** chartered in the United States of America; or

- (b) a holder of a position equivalent to any position described in (a) above in any **Organization** that is chartered in any jurisdiction other than the United States of America.

Insured means the **Organization** and any **Insured Person**.

Insured Person means any natural person who was, now is or shall become an **Executive** or **Employee** of any **Organization**.

Loss means the amount that any **Insured** becomes legally obligated to pay on account of any covered **Claim**, including but not limited to:

- (i) damages (including punitive or exemplary damages, if and to the extent that such punitive or exemplary damages are insurable under the law of the jurisdiction most favorable to the insurability of such damages provided such jurisdiction has a substantial relationship to the relevant **Insureds**, to the Company, or to the **Claim** giving rise to the damages);
- (ii) judgments;
- (iii) settlements;
- (iv) pre-judgment and post-judgment interest;
- (v) **Excess Benefit Transaction Excise Taxes** in an amount not to exceed the sublimit set forth in Item 2(B) of the Declarations for this Coverage Section, but only if and to the extent that indemnification by the **Organization** for **Excess Benefit Transaction Excise Taxes** is not expressly prohibited in the bylaws, certificate of incorporation or other organizational documents of the **Organization**; and
- (vi) **Defense Costs**.

Loss does not include:

- (a) any amount not indemnified by the **Organization** for which an **Insured Person** is absolved from payment by reason of any covenant, agreement or court order;
- (b) any costs incurred by the **Organization** to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief;
- (c) any amount incurred by an **Insured** in the defense or investigation of any action, proceeding or demand that is not then a **Claim** even if (i) such amount also benefits the defense of a covered **Claim**, or (ii) such action, proceeding or demand subsequently gives rise to a **Claim**;
- (d) taxes, fines or penalties, or the multiple portion of any multiplied damage award, except as provided above with respect to punitive or exemplary damages and **Excess Benefit Transaction Excise Taxes**;
- (e) any amount not insurable under the law pursuant to which this Coverage Section is construed, except as provided above with respect to punitive or exemplary damages;
- (f) any amount allocated to non-covered loss pursuant to Subsection 11, Allocation, of this Coverage Section, or

- (g) any amount that represents or is substantially equivalent to an increase in the consideration paid (or proposed to be paid) by an **Organization** in connection with its purchase of any securities or assets.

Organization Manager means an “organization manager” as that term is defined in Section 4958(f) of the Internal Revenue Code, 26 U.S.C. § 4958(f).

Outside Capacity means service by an **Insured Person** in the position of director, officer, trustee, regent, or governor (or any equivalent executive position) of an **Outside Entity**, but only during the time that such service is with the knowledge and consent or at the request of the **Organization**.

Outside Capacity Wrongful Act means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted by an **Insured Person** in his or her **Outside Capacity**.

Outside Entity means:

- (1) any non-profit corporation, community chest, fund or foundation that is not included in the definition of **Organization** and that is exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;
- (2) any other entity organized for a religious or charitable purpose under any non-profit organization act or statute; and
- (3) if specifically added as an **Outside Entity** by written endorsement attached to this Policy, any other non-profit or any for-profit entity,

but does not include any **Subsidiary** or **Affiliate**.

Personal Injury Wrongful Act means any:

- (1) false arrest, wrongful detention or imprisonment or malicious prosecution;
- (2) libel, slander, defamation of character, or publication of material in violation of a person's right of privacy; or
- (3) wrongful entry or eviction or other invasion of the right of privacy.

Publisher Wrongful Act means any:

- (1) infringement of copyright or trademark or unauthorized use of title; or
- (2) plagiarism or misappropriation of ideas.

Securities Laws means the Securities Act of 1933, Securities Exchange Act of 1934, Investment Company Act of 1940, any state “blue sky” securities law, or any other federal, state or local securities law or any amendments thereto or any rules or regulations promulgated thereunder or any other provision of statutory or common law used to impose liability in connection with the offer to sell or purchase, or the sale or purchase, of securities.

Wrongful Act means:

- (a) any error, misstatement, misleading statement, act, omission, neglect, breach of duty, **Personal Injury Wrongful Act** or **Publisher Wrongful Act** committed, attempted, or allegedly committed or attempted by an **Insured Person** in his or her **Insured Capacity** or, for purposes of coverage under Insuring Clause 3, by the **Organization**;
 - (b) any other matter claimed against an **Insured Person** solely by reason of his or her serving in an **Insured Capacity**; or
 - (c) any **Outside Capacity Wrongful Act**.
-

Exclusions*Applicable To All Insuring Clauses*

- 5. The Company shall not be liable for **Loss** on account of any **Claim**:
 - (a) based upon, arising from, or in consequence of any fact, circumstance, situation, transaction, event or **Wrongful Act** that, before the inception date set forth in Item 2 of the Declarations of the General Terms and Conditions, was the subject of any notice given under any policy or coverage section of which this Coverage Section is a direct or indirect renewal or replacement;
 - (b) based upon, arising from, or in consequence of any demand, suit or other proceeding pending against, or order, decree or judgment entered for or against any **Insured**, on or prior to the Pending or Prior Date set forth in Item 4 of the Declarations for this Coverage Section, or the same or substantially the same fact, circumstance or situation underlying or alleged therein;
 - (c) brought or maintained by or on behalf of any **Insured** in any capacity; provided that this Exclusion 5(c) shall not apply to:
 - (i) a **Claim** brought or maintained derivatively on behalf of the **Organization** by one or more securityholders of the **Organization** or persons who are not **Insured Persons**, provided such **Claim** is brought and maintained without any active assistance or participation of, or solicitation by, any **Executive**;
 - (ii) a **Claim** brought or maintained by an **Insured Person** for contribution or indemnity, if such **Claim** directly results from another **Claim** covered under this Coverage Section;
 - (iii) a **Claim** brought by an **Executive** who has not served as an **Executive** of the **Organization** for at least four (4) years prior to the date such **Claim** is first made and who brings and maintains such **Claim** without any active assistance or participation of, or solicitation by, the **Organization** or any other **Executive** who is serving or has served as an **Executive** within such four (4) year period; or
 - (iv) a **Claim** brought or maintained by **Employees** who are not past or present **Executives** of an **Organization** if such **Claim** is brought and maintained without any active assistance or participation of, or solicitation by, any such **Executives**;

- (d) based upon, arising from, or in consequence of:
- (i) any actual, alleged, or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any **Pollutants**; or
 - (ii) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutants**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request;
- including but not limited to any **Claim** for financial loss to the **Organization**, to any member, securityholder or creditor of the **Organization**, to any **Outside Entity**, or to any member, securityholder or creditor of an **Outside Entity** based upon, arising from, or in consequence of any matter described in clause (i) or (ii) of this Exclusion 5(d);
- (e) for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed;
- (f) for an actual or alleged violation of the responsibilities, obligations or duties imposed on fiduciaries by the Employee Retirement Income Security Act of 1974, or any amendments thereto, or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world;
- (g) for **Outside Capacity Wrongful Acts**, if such **Claim** is brought or maintained by or on behalf of (i) an **Outside Entity** with which the **Insured Person** is serving or has served in an **Outside Capacity** or (ii) any director, officer, trustee, governor or equivalent executive of such an **Outside Entity** acting in any capacity; provided, however, that this Exclusion 5(g) shall not apply to:
- (i) a **Claim** brought or maintained derivatively on behalf of the **Outside Entity** by one or more securityholders or members of the **Outside Entity** who are not **Insured Persons** and are not directors, officers, trustees, governors or equivalent executives of the **Outside Entity** and who bring and maintain such **Claim** without the solicitation, assistance or participation of any **Insured Person** or of any director, officer, trustee, governor or equivalent executive of the **Outside Entity**; or
 - (ii) a **Claim** brought or maintained by a director, officer, trustee, governor or equivalent executive of an **Outside Entity** for contribution or indemnification, if such **Claim** directly results from another **Claim** covered under this Coverage Section;
- (h) for **Wrongful Acts** of an **Insured Person** in his or her capacity as a director, officer, manager, trustee, regent, governor or employee of any entity other than the **Organization**, even if the **Insured Person's** service in such capacity is with the knowledge and consent or at the request of the **Organization**, provided, however, that this Exclusion 5(h) shall not apply to service in an **Outside Capacity**;
- (i) made against a **Subsidiary** or **Affiliate** or an **Insured Person** of such **Subsidiary** or **Affiliate** for any **Wrongful Act** committed, attempted, or allegedly committed or attempted during any time when such entity was not a **Subsidiary** or **Affiliate**;

-
- (j) made against any **Insured** based upon, arising from, or in consequence of:
 - (i) the committing of any deliberately fraudulent act or omission or any willful violation of any statute or regulation by such **Insured**, as evidenced by a final and non-appealable judgment or adjudication, or, in a criminal proceeding, as evidenced by any plea of guilty, nolo contendere or no contest, or any similar plea; or
 - (ii) such **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled;
 - (k) based upon, arising from, or in consequence of the actual or alleged violation of any **Securities Laws**; provided that this Exclusion 5(k) shall not apply to the extent that such **Claim** is based upon, arises from or is in consequence of the **Organization's** offer or sale of debt securities of the **Organization** in a transaction that is (or in a series of transactions that are) exempt from registration under the Securities Act of 1933, as amended, and under the rules and regulations promulgated thereunder;
 - (l) for any employment-related **Wrongful Act**; or
 - (m) based upon, arising from, or in consequence of any actual or alleged discrimination against or sexual harassment of any person or entity that is not an **Insured**.
-

Applicable to Insuring Clause 3 Only

- 6. (a) The Company shall not be liable under Insuring Clause 3 for **Loss**, other than **Defense Costs**, on account of any **Claim** based upon, arising from, or in consequence of any actual or alleged liability of an **Organization** under any written or oral contract or agreement, provided that this Exclusion 6(a) shall not apply to the extent that the **Organization** would have been liable in the absence of such contract or agreement.
 - (b) The Company shall not be liable under Insuring Clause 3 for **Loss** on account of any **Claim** based upon, arising from, or in consequence of any actual or alleged infringement of patent or misappropriation of intellectual property, ideas or trade secrets, provided that this Exclusion 6(b) shall not apply to any **Publisher Wrongful Act**.
-

Severability of Exclusions

- 7. (a) No fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** for the purpose of applying Exclusion 5(j) of this Coverage Section.
 - (b) Only facts pertaining to and knowledge possessed by any past, present, or future chief financial officer, in-house general counsel, president, chief executive officer, executive director, trustee, duly constituted committee member or chairperson of an **Organization** shall be imputed to such **Organization** for the purpose of applying Exclusion 5(j) of this Coverage Section.
-

Limit of Liability and Retention

8. (a) The Company's maximum aggregate liability for all **Loss** on account of all **Claims** first made during each **Policy Year**, whether covered under one or more Insuring Clauses, shall be the Limit of Liability for each **Policy Year** set forth in Item 2(A) of the Declarations for this Coverage Section.
- (b) Solely in the event that the Defense Outside the Limits of Liability Option is purchased as set forth in Item 5 of the Declarations of this Coverage Section, **Defense Costs** shall be in addition to, and not part of, the applicable Limits of Liability set forth in Item 2 of the Declarations for this Coverage Section, and payment of **Defense Costs** by the Company shall not reduce or exhaust such applicable Limits of Liability; provided, however, that when such applicable Limits of Liability are exhausted by payment of **Loss** other than **Defense Costs**, any obligation of the Company to pay **Defense Costs** or to defend or continue to defend any **Claim** shall cease.

If the Defense Outside the Limits of Liability Option is not purchased as set forth in Item 5 of the Declarations of this Coverage Section, **Defense Costs** are part of and not in addition to the Limits of Liability set forth in Item 2 of the Declarations of this Coverage Section and payment of **Defense Costs** by the Company shall reduce, and may exhaust, such Limits of Liability. When the Limits of Liability are exhausted by payment of **Defense Costs** or other **Loss**, any obligation of the Company to pay **Defense Costs** or to defend or continue to defend any **Claim** shall cease.

- (c) The Company's liability under Insuring Clause 2 or 3 shall apply only to that part of covered **Loss** (as determined by any applicable provision in Subsection 11, Allocation, of this Coverage Section) on account of each **Claim** which is excess of the applicable Retention set forth in Item 3 of the Declarations for this Coverage Section. Such Retention shall be depleted only by **Loss** otherwise covered under this Coverage Section, and shall be borne by the **Insureds** uninsured and at their own risk.
- (d) If different parts of a single **Claim** are subject to different Retentions, the applicable Retentions will be applied separately to each part of such **Claim**, but the sum of such Retentions shall not exceed the largest applicable Retention.
- (e) All **Related Claims** shall be treated as a single **Claim** first made on the date the earliest of such **Related Claims** was first made, or on the date the earliest of such **Related Claims** is treated as having been made in accordance with Subsection 6 of the General Terms and Conditions, regardless of whether such date is before or during the **Policy Period**.
- (f) The limit of liability available during the Extended Reporting Period (if exercised) shall be part of, and not in addition to, the Company's maximum aggregate limit of liability for all **Loss** on account of all **Claims** first made during the immediately preceding **Policy Year**.

Presumptive Indemnification

9. If the **Organization** fails or refuses, other than for reason of **Financial Impairment**, to indemnify an **Insured Person** for **Loss**, or to advance **Defense Costs** on behalf of an **Insured Person**, to the fullest extent permitted by statutory or common law, then, notwithstanding any other conditions, provisions or terms of this Coverage Section to the contrary, any payment by the Company of such **Defense Costs** or other **Loss** shall be subject to the applicable Insuring Clause 2 Retention set forth in Item 3 of the Declarations for this Coverage Section.
-

Defense and Settlement

10. (a) The Company shall have the right and duty to defend any **Claim** covered by this Coverage Section, even if any of the allegations in such **Claim** are groundless, false or fraudulent. Defense counsel shall be selected by the Company. The Company's duty to defend any **Claim** shall cease upon exhaustion of the applicable Limit of Liability.
- (b) The Company may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient.

Solely in the event that the Defense Outside the Limits of Liability Option is purchased as set forth in Item 5 of the Declarations of this Coverage Section, if an **Insured** in any **Claim** withholds consent to any settlement acceptable to the claimant in accordance with the Company's recommendation (a "Proposed Settlement"), the **Insureds** will thereafter be responsible for defending such **Claim** at their own expense and, subject in all events to the Company's maximum Limit of Liability, the Company's liability for **Loss** with respect to any such **Claim** will not exceed the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **Insured's** refusal to consent to the Proposed Settlement.

If the Defense Outside the Limits of Liability Option is not purchased as set forth in Item 5 of the Declarations of this Coverage Section, in the event an **Insured** in any **Claim** withholds consent to a Proposed Settlement, the Company's liability with respect to such **Claim** shall not exceed:

- (i) the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **Insured's** refusal to consent to the Proposed Settlement; plus
- (ii) seventy percent (70%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (i) above, incurred in connection with such **Claim**; subject in all events to the applicable Retention and Limits of Liability for such **Claim**. The remaining thirty percent (30%) of **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (i) above shall be borne by the **Insureds** uninsured and at their own risk, notwithstanding anything to the contrary contained in Subsection 11(a) Allocation.
- (c) The **Insureds** agree not to settle or offer to settle any **Claim**, incur any **Defense Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's prior written consent. The Company shall not be liable for any element of **Loss** incurred, for any obligation assumed, or for any admission made, by any **Insured** without the Company's prior written consent.
- (d) The Company will have no obligation to pay **Loss**, including **Defense Costs**, or to defend or continue to defend any **Claim** after the maximum Limit of Liability applicable to the **Policy Year** in which such **Claim** was first made or is deemed to have first been made has been exhausted. If the Company's Limit of Liability in any **Policy Year** is exhausted, the Policy premium applicable to such **Policy Year** will be fully earned.
- (e) If the Combined Maximum Aggregate Limit of Liability for all **Liability Coverage Sections** is elected, as set forth in Item 3 of the Declarations of the General Terms and Conditions, then the Company will have no obligation to pay **Loss**, including **Defense Costs**, or to defend or continue to defend any **Claim** after the Company's Combined Maximum Aggregate Limit of Liability applicable to the **Policy Year** in which such **Claim** was first made or is deemed to have first been made has been exhausted. If the Company's Combined Maximum Aggregate Limit of Liability in any **Policy Year** is exhausted, the Policy premium applicable to such **Policy Year** will be fully earned.

-
- (f) The **Insureds** agree to provide the Company with all information, assistance and cooperation which the Company may reasonably require and agree that in the event of a **Claim** the **Insureds** will do nothing that could prejudice the Company's position or its potential or actual rights of recovery.
-

Allocation

11. (a) If both **Loss** covered under this Coverage Section and loss not covered under this Coverage Section are incurred by the **Insureds** on account of any **Claim** because such **Claim** against the **Insureds** includes both covered and non-covered matters, then coverage under this Coverage Section with respect to such **Claim** shall apply as follows:
- (i) **Defense Costs:** One hundred percent (100%) of reasonable and necessary **Defense Costs** incurred by the **Insured** on account of such **Claim** will be considered covered **Loss**; and
 - (ii) Loss other than **Defense Costs:** All remaining loss incurred by the **Insured** on account of such **Claim** shall be allocated by the Company between covered **Loss** and non-covered loss based on the relative legal and financial exposures of the **Insureds** to covered and non-covered matters and, in the event of a settlement in such **Claim**, also based on the relative benefits to the **Insureds** from such settlement.
- (b) If the **Insureds** and the Company cannot agree on an allocation of loss:
- (i) no presumption as to allocation shall exist in any arbitration, suit or other proceeding; and
 - (ii) the Company, if requested by the **Insureds**, shall submit the dispute to binding arbitration. The rules of the American Arbitration Association shall apply except with respect to the selection of the arbitration panel, which shall consist of one arbitrator selected by the **Insureds**, one arbitrator selected by the Company, and a third independent arbitrator selected by the first two arbitrators.
-

Other Insurance

12. (a) If any **Loss** under this Coverage Section is insured under any other valid and collectible insurance policy(ies) (including General Liability Insurance), then this Coverage Section shall cover such **Loss**, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such **Loss** is in excess of the applicable retention (or deductible) and limit of liability under such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this Coverage Section. Any payment by **Insureds** of a retention or deductible under such other insurance shall reduce, by the amount of such payment which would otherwise have been covered under this Coverage Section, the applicable Retention under this Coverage Section.

- (b) Any coverage for **Claims** for **Outside Capacity Wrongful Acts** will be specifically excess of any insurance provided by or indemnification available from the **Outside Entity** or any other source, other than the **Organization**, for the benefit of the **Insured Person** serving in such **Outside Capacity**. Payment by the Company or any affiliate of the Company under another policy as a result of a **Claim** against an **Insured Person** in an **Outside Capacity** shall reduce, by the amount of such payment, the Company's Limit of Liability under this Coverage Section with respect to such **Claim**.
-

Payment of Loss

13. In the event payment of **Loss** is due under this Coverage Section but the amount of such **Loss** in the aggregate exceeds the remaining available Limit of Liability for this Coverage Section, the Company shall:
- (a) first pay such **Loss** for which coverage is provided under Insuring Clause 1 of this Coverage Section; then
 - (b) to the extent of any remaining amount of the Limit of Liability available after payment under (a) above, pay such **Loss** for which coverage is provided under any other Insuring Clause of this Coverage Section.

Except as otherwise provided in this Subsection 13, the Company may pay covered **Loss** as it becomes due under this Coverage Section without regard to the potential for other future payment obligations under this Coverage Section.

ENDORSEMENT

Coverage Section: ForeFront Portfolio for Not-for-Profit Organizations D&O Liability & Entity Liability Coverage Section (Federal)

Effective date of
this endorsement: March 11, 2018

Company: Federal Insurance Company

Endorsement No. 1

To be attached to and
form a part of Policy No. 8242-3489

Issued to: THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT (CID)

**MISSOURI AMENDATORY ENDORSEMENT
TO THE DIRECTORS AND OFFICERS LIABILITY AND ENTITY LIABILITY COVERAGE SECTION
DECLARATIONS PAGE - RETROACTIVE DATE**

In consideration of the premium charged, it is agreed that:

1. The Declarations Page is amended by adding the following:

“Item 6. Retroactive Date: Date of Incorporation

THE RETROACTIVE DATE SET FORTH IN ITEM 6 OF THE DECLARATIONS WILL NOT BE
ADVANCED DURING THE **POLICY PERIOD** OR ANY CONTINUOUS RENEWAL OR
REISSUANCE OF THIS COVERAGE SECTION UNLESS OTHERWISE PROVIDED BY
ENDORSEMENT REQUESTED BY OR AGREED TO BY THE **ORGANIZATION.**”

2. No coverage will be available under the Directors and Officers Liability and Entity Liability Coverage Section for **Wrongful Acts** occurring prior to the Retroactive Date.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT

Coverage Section: ForeFront Portfolio for Not-for-Profit Organizations D&O Liability & Entity Liability Coverage Section (Federal)

Effective date of
this endorsement: March 11, 2018

Company: Federal Insurance Company

Endorsement No. 2

To be attached to and
form a part of Policy No. 8242-3489

Issued to: THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT (CID)

MISSOURI AMENDATORY ENDORSEMENT TO THE DIRECTORS AND OFFICERS LIABILITY AND ENTITY LIABILITY COVERAGE SECTION

In consideration of the premium charged, it is agreed that:

1. The definition of "**Defense Costs**" set forth in Subsection 4. Definitions of the Directors and Officers Liability and Entity Liability Coverage Section is amended to add the following at the end of such definition:

"**Defense Costs** do not include the regular or overtime wages, salaries, fees or benefits of the directors, officers or employees of the Company."

2. Any coverage provided under this Directors and Officers Liability and Entity Liability Coverage Section for punitive, exemplary or multiple damages is subject to any limitation of such coverage provided by Missouri law, if applicable.

The term Loss as defined in Subsection 4. Definitions of the Directors and Officers Liability and Entity Liability Coverage Section is amended to the extent necessary to effect the purpose and intent of this endorsement, including but not limited to paragraph (i), (a) and (d) thereof.

The Policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Missouri.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. M. Q.", written in a cursive style.

Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio for Not-for-Profit Organizations D&O Liability & Entity Liability Coverage Section (Federal)

Effective date of this endorsement/rider: March 11, 2018

Federal Insurance Company

Endorsement/Rider No. 3

To be attached to and form a part of Policy No. 8242-3489

Issued to: THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT (CID)

AMEND DEFINITION OF LOSS ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Notwithstanding anything to the contrary contained in this Coverage Section, the term **Loss**, as defined in Subsection 4 Definitions of this Coverage Section, is amended to include **Defense Costs** incurred by any **Insured** in contesting a **Claim** for the assessment of taxes, initial taxes, additional taxes, tax deficiencies, or penalties pursuant to the following sections of the Internal Revenue Code, 26 U.S.C. §§ 4911, 4940(a), 4941(a), 4941(b), 4942(a), 4942(b), 4943(a), 4943(b), 4944(a), 4944(b), 4945(a), 4945(b), 4955(a), 4955(b), 6652(c)(1)(A), 6652(c)(1)(B), 6655(a)1, 6656(a) or 6656(b).
- (2) It is understood and agreed that no coverage will be available under this Coverage Section for:
 - (a) **Defense Costs** incurred by any **Insured** in contesting a **Claim** for the assessment of any tax penalty pursuant to any section of the Internal Revenue Code other than those specified in paragraph (1) above; or
 - (b) **Loss** which constitutes damages (including punitive or exemplary damages), judgments, settlements, pre-judgment interest, post-judgment interest on account of any **Claim** for the assessment of taxes, initial taxes, additional taxes, tax deficiencies, or penalties pursuant to any section of the Internal Revenue Code specified in paragraph (1) above, or the payment of any taxes, initial taxes, additional taxes, tax deficiencies, or penalties assessed pursuant to any such section of the Internal Revenue Code.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio for Not-for-Profit Organizations D&O Liability & Entity Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: March 11, 2018

Federal Insurance Company

Endorsement/Rider No. 4

To be attached to and
form a part of Policy No. 8242-3489

Issued to: THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT (CID)

AMENDED EXCLUSION 5 (c) ENDORSEMENT

In consideration of the premium charged, it is agreed that Exclusion 5(c) of Exclusions Applicable To All Insuring Clauses of this Coverage Section is amended as follows:

- (1) Exclusion 5(c) shall also not apply to a **Claim** brought against an **Insured Person** by a bankruptcy trustee, receiver, creditors' committee, liquidator, conservator, rehabilitator or similar official, who has been appointed to take control of, supervise, manage or liquidate the **First Named Organization**.
- (2) Subparagraph 5(c)(iii) is amended by deleting both iterations of the phrase "four (4) years" and replacing each with the phrase "three (3) years".
- (3) As used in this endorsement, the term "**First Named Organization**" shall mean the **Organization** first named in the Declarations of the General Terms and Conditions Section of this policy.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio for Not-for-Profit Organizations D&O Liability & Entity Liability Coverage
Section (Federal)

Effective date of
this endorsement/rider: March 11, 2018

Federal Insurance Company

Endorsement/Rider No. 5

To be attached to and
form a part of Policy No. 8242-3489

Issued to: THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT (CID)

AMEND DEFINITION OF LOSS TO INCLUDE COVERAGE FOR MULTIPLIED DAMAGES ENDORSEMENT

In consideration of the premium charged, it is agreed that:

The definition of **Loss** set forth in Section 4., Definitions, of this Coverage Section is amended as follows:

(a) subparagraph (i) is amended to read in its entirety as follows:

- (i) damages (including punitive damages, exemplary damages, or the multiple portion of any multiplied damage award, if and to the extent that such punitive damages, exemplary damages, or the multiple portion of any multiplied damage award, are insurable under the law of the jurisdiction most favorable to the insurability of such damages provided such jurisdiction has a substantial relationship to the relevant **Insureds**, to the Company, or to the **Claim** giving rise to the damages; provided, however, that any coverage provided for punitive, exemplary or the multiple portion of any multiplied damage award is subject to any limitation of such coverage provided by Missouri law, if applicable);

(b) subparagraph (d) is amended to read in its entirety as follows:

- (d) taxes, fines or penalties, except as provided above with respect to punitive damages, exemplary damages, the multiple portion of any multiplied damage award and **Excess Benefit Transaction Excise Taxes**;

(c) subparagraph (e) is amended to read in its entirety as follows:

- (e) any amount not insurable under the law pursuant to which this Coverage Section is construed, except as provided above with respect to punitive damages, exemplary damages or the multiple portion of any multiplied damage award;

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. M. D.", written in a cursive style.

Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio for Not-for-Profit Organizations D&O Liability & Entity Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: March 11, 2018

Federal Insurance Company

Endorsement/Rider No. 6

To be attached to and
form a part of Policy No. 8242-3489

Issued to: THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT (CID)

WHISTLEBLOWER ENDORSEMENT

In consideration of the premium charged, it is agreed that solely for the purposes of paragraph (i) of Exclusion 5(c) of this coverage section, the phrase "active assistance or participation of, or solicitation by any **Executive**" shall not include any activity protected under an applicable federal, state, local or foreign law that provides protection similar to 18 U.S.C 1514A(a) ("whistleblower" protection provided under Sarbanes-Oxley Act of 2002)).

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

DECLARATIONS**FEDERAL INSURANCE COMPANY**

a stock insurance company, incorporated under the laws of Indiana, herein called the Company.

THIS COVERAGE SECTION PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR AN APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY "LOSS" WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS" UNLESS OTHERWISE SPECIFIED HEREIN, AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION. IN NO EVENT WILL THE COMPANY BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. READ THE ENTIRE POLICY CAREFULLY.

Item 1. **Organization:**

THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT
 (CID)
 11 S 10TH STREET
 COLUMBIA, MO, 65203

Item 2. **Limits of Liability:**

- | | | |
|-----|--|----------------|
| (A) | Maximum Limit of Liability for this Coverage Section for all Claims each Policy Year : | \$1,000,000.00 |
| (B) | Sublimit for all Third Party Claims each Policy Year under Insuring Clause 2 -Third Party Liability: | \$1,000,000.00 |

Note: The Sublimit shown in (B) above is part of, and not in addition to, the Limit of Liability in (A) above.

Unless the Defense Outside the Limits of Liability Option is purchased pursuant to Item 6 below, the Limits of Liability will be reduced and may be exhausted by **Defense Costs**.

Item 3. **Retention:**

- | | |
|------------------------|------------|
| (A) Insuring Clause 1: | \$1,000.00 |
| (B) Insuring Clause 2: | \$1,000.00 |

Item 4. **Pending or Prior Date:**

- | | |
|------------------------|----------------|
| (A) Insuring Clause 1: | March 11, 2015 |
| (B) Insuring Clause 2: | March 11, 2015 |

Item 5. **Third Party Liability Coverage purchased:**

Yes No

Item 6. **Defense Outside the Limits of Liability Option purchased:**

Yes No

In consideration of payment of the premium and subject to the Declarations, the General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Coverage Section, the Company and the Insureds agree as follows:

Insuring Clauses

Employment Practices Liability Coverage

1. The Company shall pay, on behalf of the **Insureds, Loss** on account of any **Employment Claim** first made against such **Insureds** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for **Employment Practices Wrongful Acts**, but only if such **Employment Claim** is reported to the Company in writing in the manner and within the time provided in Subsection 6 of the General Terms and Conditions Section of this Policy.
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Third Party Liability Coverage (if purchased)

2. If Third Party Liability Coverage is purchased as set forth in Item 5 of the Declarations for this Coverage Section, the Company shall pay, on behalf of the **Insureds, Loss** on account of any **Third Party Claim** first made against such **Insureds** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for **Third Party Wrongful Acts**, but only if such **Third Party Claim** is reported to the Company in writing in the manner and within the time provided in Subsection 6 of the General Terms and Conditions Section of this Policy.
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Definitions

3. When used in this Coverage Section:

Benefits means perquisites, fringe benefits, deferred compensation or payments (including insurance premiums) in connection with an employee benefit plan and any other payment to or for the benefit of an employee arising out of the employment relationship. **Benefits** shall not include salary, wages, commissions, or non-deferred cash incentive compensation.

Breach of Employment Contract means any breach of any oral, written or implied employment contract or employment contractual obligation, including but not limited to any contract or contractual obligation arising out of any personnel manual, employee handbook, policy statement or other representation.

Claim means any **Employment Claim** and any **Third Party Claim**.

Defense Costs means reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees, or **Benefits** of the directors, officers, trustees, faculty or any duly constituted committee member or employees of the **Organization**) incurred in defending any **Claim** and the premium for appeal, attachment or similar bonds.

Employment Claim means:

- (1) any of the following:
- (a) a written demand for monetary relief or a written demand for reinstatement, re-employment or re-engagement;
 - (b) a civil proceeding commenced by the service of a complaint, summons, notice of application, writ, claim form or similar pleading in any jurisdiction in the world;
 - (c) an arbitration proceeding pursuant to an employment contract, policy or practice of the **Organization** commenced by receipt of a demand for arbitration or similar document;
 - (d) a criminal proceeding outside the United States of America commenced by a return of an indictment or information or similar document; or
 - (e) a formal administrative, regulatory or tribunal proceeding commenced by the issuance of a notice of charge, formal investigative order or similar document, including but not limited to any such proceeding brought by or in association with the Equal Employment Opportunity Commission or any other similar governmental agency located anywhere in the world with jurisdiction over the **Organization's** employment practices; provided that in the context of an audit conducted by the Office of Federal Contract Compliance Programs, **Employment Claim** shall be limited to a Notice of Violation or Order to Show Cause or written demand for monetary damages or injunctive relief,

which is brought and maintained by or on behalf of any past, present or prospective employee, volunteer or **Independent Contractor** of the **Organization** against any **Insured** for any **Employment Practices Wrongful Act** (even if such **Employment Practices Wrongful Act** is related to allegations in a criminal proceeding), including any appeal therefrom; or

- (2) a written request received by an **Insured** to toll or waive a statute of limitations relating to a potential **Employment Claim** as described in paragraph (1) above;

provided that, **Employment Claim** shall not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

Employment Discrimination means any violation of employment discrimination laws including any actual, alleged or constructive termination, dismissal, or discharge of employment, employment demotion, denial of tenure, modification of any term or condition of employment, any failure or refusal to hire or promote an employee or applicant for employment, or any limitation, segregation or classification of any employee or applicant for employment in any way that would deprive or tend to deprive such person of employment opportunities or otherwise affect his or her status as an employee based on such person's race, color, religion, creed, age, sex, national origin, disability, pregnancy, HIV status, marital status, sexual orientation or preference, military status or other status that is protected pursuant to any applicable federal, state, or local statutory law or common law anywhere in the world.

Employment Harassment means:

- (a) sexual harassment, including any unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature that is made a condition of employment with or used as a basis for employment decisions by, interferes with performance or creates an intimidating, hostile or offensive working environment within, the **Organization**; or
- (b) workplace harassment, including work related harassment of a non-sexual nature that interferes with performance or creates an intimidating, hostile or offensive working environment within the **Organization**.

Employment Practices Wrongful Act means any actual or alleged:

- (a) **Breach of Employment Contract;**
- (b) **Employment Discrimination;**
- (c) **Employment Harassment;**
- (d) **Retaliation;**
- (e) **Workplace Tort;**
- (f) **Wrongful Employment Decision;** or
- (g) **Wrongful Termination,**

committed, attempted, or allegedly committed or attempted by any **Organization** or by any **Insured Person** in his or her capacity as such.

Independent Contractor means any natural person working for the **Organization** in the capacity of an independent contractor pursuant to an **Independent Contractor Services Agreement**.

Independent Contractor Services Agreement means any express contract or agreement between an **Independent Contractor** and the **Organization**.

Insured(s) means the **Organization** and any **Insured Person**.

Insured Person means any natural person who was, now is or shall become:

- (a) a full-time, part-time, temporary, leased or seasonal employee or volunteer of the **Organization** but only while acting in his or her capacity as such;
- (b) a duly elected or appointed natural person director, officer, trustee or duly constituted committee member of any **Organization** but only while acting in his or her capacity as such; or
- (c) an **Independent Contractor** working for the **Organization**, but only while acting in his or her capacity as such and only if the **Organization** agrees in writing, prior to or no later than thirty (30) days after the **Claim** is made, to indemnify the **Independent Contractor** for liability arising out of such **Claim**.

Interrelated Wrongful Acts means any causally connected **Wrongful Acts**.

Loss means the amount which an **Insured** becomes legally obligated to pay on account of any covered **Claim**, including but not limited to damages (including punitive and exemplary damages, liquidated damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act, or the multiple portion of any multiplied damage award, if and to the extent such punitive, exemplary, liquidated or multiple damages are insurable under the law of the jurisdiction most favorable to the insurability of such damages provided such jurisdiction has a substantial relationship to the relevant **Insureds**, the Company, this Policy or the **Claim** giving rise to the damages), back pay, front pay, claimant's attorney's fees awarded by a court against an **Insured** or agreed to by the Company in connection with a settlement (but only if such claimant's attorney's fees are agreed to in writing by the Company at the time of or after a final settlement), judgments, settlements, pre-judgment interest, post-judgment interest, and **Defense Costs**.

Loss does not include:

- (a) any amount not indemnified by the **Organization** for which an **Insured** is absolved from payment by reason of any covenant, agreement or court order;
- (b) the future salary, wages, commissions or **Benefits** of a claimant who has been or shall be hired, promoted or reinstated to employment pursuant to a settlement of, order in or other resolution of any **Claim**;
- (c) taxes, fines, or penalties, except as provided above with respect to punitive, exemplary, liquidated or the multiple portion of any multiplied damages;
- (d) any amount not insurable under the law pursuant to which this Coverage Section is construed, except as provided above with respect to punitive, exemplary, liquidated or the multiple portion of any multiplied damages;
- (e) any salary, wages, commissions, **Benefits** or other monetary payments which constitute severance payments or payments pursuant to a notice period;
- (f) any amount incurred by an **Insured** in the defense or investigation of any action, proceeding or demand that is not then a **Claim** even if (i) such amount also benefits the defense of a covered **Claim**, or (ii) such action, proceeding or demand subsequently gives rise to a **Claim**; or
- (g) any amount allocated to non-covered loss pursuant to Subsection 10 of this Coverage Section.

Potential Employment Claim means a complaint or allegation of an **Employment Practices Wrongful Act** by or on behalf of a potential claimant if such complaint or allegation (a) does not constitute an **Employment Claim** but may subsequently give rise to an **Employment Claim**, and (b) is lodged with the **Organization's** human resources department or other comparable department.

Potential Third Party Claim means a complaint or allegation of a **Third Party Wrongful Act** if such complaint or allegation (a) does not constitute a **Third Party Claim** but may subsequently give rise to a **Third Party Claim**, (b) is brought by or on behalf of a **Third Party**, and (c) is lodged with the **Organization's** legal department or with an individual responsible to receive such complaints or allegations.

Retaliation means retaliatory treatment against an employee, volunteer or **Independent Contractor** of the **Organization** on account of such individual:

- (a) exercising his or her rights under law;
- (b) refusing to violate any law;
- (c) opposing any unlawful practice;
- (d) disclosing or threatening to disclose to a superior or to any governmental agency any alleged violations of law; or
- (e) having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law by the **Insured**.

Third Party means any natural person who is a customer, vendor, service provider or other business invitee of the **Organization**.

Third Party Claim means:

- (1) any of the following:

- (a) a written demand for monetary relief or non-monetary relief;
- (b) a civil proceeding commenced by the service of a complaint, summons, notice of application, writ, claim form or similar pleading in any jurisdiction in the world;
- (c) an arbitration proceeding commenced by receipt of a demand for arbitration or similar document; or
- (d) an administrative, regulatory or tribunal proceeding commenced by the issuance of a notice of charge, formal investigative order or similar document,

which is brought and maintained by or on behalf of a **Third Party** against any **Insured** for a **Third Party Wrongful Act**, including any appeal therefrom; or

- (2) a written request received by an **Insured** to toll or waive a statute of limitations relating to a potential **Third Party Claim** as described in paragraph (1) above.

Third Party Services Agreement means any express contract between a **Third Party** and the **Organization**.

Third Party Wrongful Act means:

- (a) discrimination against a **Third Party** based upon such **Third Party's** race, color, religion, creed, age, sex, national origin, disability, pregnancy, HIV status, marital status, sexual orientation or preference, military status or other status that is protected pursuant to any applicable federal, state, or local statutory law or common law anywhere in the world; or
- (b) sexual harassment, including unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature against a **Third Party**,

committed, attempted, or allegedly committed or attempted by any **Organization** or by any **Insured Person** in his or her capacity as such.

Workplace Tort means:

- (a) any employment-related: defamation (including libel and slander), invasion of privacy, negligent evaluation, or wrongful discipline; or
- (b) any of the following:
 - (i) employment-related negligent retention;
 - (ii) employment-related negligent supervision;
 - (iii) employment-related negligent hiring;
 - (iv) employment-related negligent training;
 - (v) employment-related negligent or intentional misrepresentation;
 - (vi) employment-related wrongful infliction of emotional distress, mental anguish or humiliation; or
 - (vii) failure to provide or consistently enforce employment-related corporate policies and procedures;

but only when alleged as part of an **Employment Claim** for any actual or alleged **Breach of Employment Contract, Employment Discrimination, Employment Harassment, Retaliation, Wrongful Termination, Wrongful Employment Decision** or act set forth in paragraph (a) above.

Wrongful Act means an **Employment Practices Wrongful Act** and, if Third Party Liability Coverage is purchased, a **Third Party Wrongful Act**.

Wrongful Employment Decision means any wrongful demotion, denial of tenure or failure or refusal to promote.

Wrongful Termination means any wrongful termination, dismissal, or discharge of employment, including constructive termination, dismissal or discharge. **Wrongful Termination** does not include **Breach of Employment Contract**.

Exclusions

4. The Company shall not be liable for **Loss** on account of any **Claim**:
 - (a) based upon, arising from, or in consequence of any fact, circumstance, situation, transaction, event or **Wrongful Act** that, before the inception date set forth in Item 2(A) of the Declarations for the General Terms and Conditions, was the subject of any notice given under any policy or coverage section of which this Coverage Section is a direct or indirect renewal or replacement;
 - (b) based upon, arising from, or in consequence of:
 - (i) any:
 - (A) written demand seeking monetary relief;
 - (B) written demand alleging an **Employment Practices Wrongful Act** and seeking reinstatement, re-employment or re-engagement;
 - (C) written demand alleging a **Third Party Wrongful Act** and seeking non-monetary relief;
 - (D) civil proceeding seeking monetary or non-monetary relief;
 - (E) administrative, regulatory or tribunal proceeding commenced by the issuance of a notice of charge or complaint of discrimination by the Equal Employment Opportunity Commission or any other federal, state or local governmental agency authorized to investigate or adjudicate an actual or alleged **Employment Practices Wrongful Act** or **Third Party Wrongful Act**;
 - (F) Notice of Violation or Order to Show Cause resulting from an audit conducted by the Office of Federal Contract Compliance Programs; or
 - (G) arbitration proceeding;

which was pending against any **Insured** on or prior to the applicable Pending or Prior Date set forth in Item 4 of the Declarations for this Coverage Section, or any of the same or substantially similar facts or situations underlying or alleged therein, including but not limited to any such **Claim** which is brought by or on behalf of the original claimant in any matter set forth in subparagraphs (A)-(G) above or any other claimant; or

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- (ii) any order, decree or judgment which was entered for or against any **Insured** on or prior to the applicable Pending or Prior Date set forth in Item 4 of the Declarations for this Coverage Section, or any of the same or substantially similar facts or situations underlying any such order, decree or judgment;
- (c) for any actual or alleged violation of the responsibilities, obligations or duties imposed by any federal, state, or local statutory law or common law anywhere in the world (including but not limited to the Employee Retirement Income Security Act of 1974 (except section 510 thereof) and the Consolidated Omnibus Budget Reconciliation Act of 1985) or amendments to or regulations promulgated under any such law that governs any employee benefit arrangement, program, policy, plan or scheme of any type (whether or not legally required or whether provided during or subsequent to employment with an **Organization**) (“Employee Benefits Program Laws”), including but not limited to any:
- (i) retirement income or pension benefit program;
 - (ii) employee stock purchase or employee stock ownership plan;
 - (iii) profit sharing plan;
 - (iv) deferred compensation plan;
 - (v) vacation, maternity leave, personal leave, or parental leave;
 - (vi) severance pay arrangement;
 - (vii) supplementary unemployment compensation plan;
 - (viii) apprenticeship program;
 - (ix) pre-paid legal service plan or scholarship plan;
 - (x) life insurance plan;
 - (xi) health, sickness, medical, dental, disability or dependant care plan;
 - (xii) welfare plan; or
 - (xiii) similar arrangement, program, plan or scheme;

provided that this Exclusion 4(c) shall not apply to any **Employment Claim for Retaliation**;

- (d) for any actual or alleged violation of the responsibilities, obligations or duties imposed by any federal, state, or local statutory law or common law anywhere in the world (including but not limited to the Occupational Safety and Health Act) or amendments to or regulations promulgated under any such law that governs workplace safety and health (“Occupational Safety and Health Laws”), including but not limited to any obligation to maintain a place of employment free from hazards likely to cause physical harm, injury or death; provided that this Exclusion 4(d) shall not apply to any **Employment Claim for Retaliation**;
- (e) for any actual or alleged violation of the responsibilities, obligations or duties imposed by any federal, state, or local statutory law or common law anywhere in the world (including but not limited to the Fair Labor Standards Act) or amendments to or regulations promulgated under any such law that governs wage, hour and payroll policies and practices, except the Equal Pay Act (“Wage and Hour Laws”), including but not limited to:

- (i) the calculation, timing or manner of payment of minimum wages, prevailing wage rates, overtime pay or other compensation alleged to be due and owing;
- (ii) the classification of any organization or person for wage and hour purposes;
- (iii) garnishments, withholdings or other deductions from wages;
- (iv) child labor;
- (v) pay equity or comparable worth; or
- (vi) any similar policies or practices;

provided that this Exclusion 4(e) shall not apply to any **Employment Claim** for **Retaliation**;

- (f) for any actual or alleged violation of the responsibilities, obligations or duties imposed by any federal, state, or local statutory law or common law anywhere in the world (including but not limited to the Worker Adjustment and Retraining Notification Act) or amendments to or regulations promulgated under any such law that governs any obligation of an employer to notify, discuss or bargain with its employees or others in advance of any plant or facility closing, or mass layoff, or any similar obligation ("Workforce Notification Laws"); provided that this Exclusion 4(f) shall not apply to any **Employment Claim** for **Retaliation**;
- (g) for any actual or alleged violation of the responsibilities, obligations or duties imposed by any federal, state, or local statutory law or common law anywhere in the world (including but not limited to the National Labor Relations Act) or any amendments to or regulations promulgated under any such law that governs:
 - (i) the rights of employees to engage in, or to refrain from engaging in, union or other collective activities, including but not limited to union organizing, union elections and other union activities;
 - (ii) the duty or obligation of an employer to meet, discuss, notify or bargain with any employee or employee representative, collectively or otherwise;
 - (iii) the enforcement of any collective bargaining agreement, including but not limited to grievance and arbitration proceedings;
 - (iv) strikes, work stoppages, boycotts, picketing and lockouts; or
 - (v) any similar rights or duties ("Labor Management Relations Laws");
- (h) for bodily injury, mental anguish, emotional distress, humiliation, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed; provided that this Exclusion 4(h) shall not apply to mental anguish, emotional distress or humiliation resulting from any **Wrongful Act**;
- (i) based upon, arising from, or in consequence of any actual or alleged obligation of any **Insured** pursuant to any workers' compensation, unemployment insurance, social security, disability benefits or any similar federal, state, or local statutory law or common law anywhere in the world; provided that this Exclusion 4(i) shall not apply to any **Employment Claim** for **Retaliation**;
- (j) based upon, arising from, or in consequence of:

- (i) any actual, alleged, or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any **Pollutants**; or
- (ii) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutants**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request,

including but not limited to any **Claim** for financial loss to the **Organization**, its members or its creditors based upon, arising from, or in consequence of any matter described in clause (i) or clause (ii) of this Exclusion 4(j); provided that this Exclusion 4(j) shall not apply to any **Employment Claim** for **Retaliation**;

- (k) based upon, arising from, or in consequence of the liability of others assumed by any **Insured** under any written or oral contract or agreement; provided that this Exclusion 4(k) shall not apply to the extent that an **Insured** would have been liable in the absence of such contract or agreement;
- (l) made against a **Subsidiary** or **Affiliate** or an **Insured Person** of such **Subsidiary** or **Affiliate** for any **Wrongful Act** committed, attempted, or allegedly committed or attempted during any time when such entity was not a **Subsidiary** or **Affiliate**;
- (m) for any actual or alleged breach of any **Independent Contractor Services Agreement** or **Third Party Services Agreement**;
- (n) based upon, arising from, or in consequence of any federal, state, or local statutory law or common law anywhere in the world, including but not limited to the Interstate Commerce Act of 1887, the Sherman Antitrust Act of 1890, the Clayton Act of 1914, the Robinson-Patman Act of 1936, the Celler-Kefauver Act of 1950, the Federal Trade Commission Act of 1914, or amendments to or regulations promulgated under any such law, that governs competition, monopolistic practices, or price fixing (including horizontal or other price fixing of wages, hours, salaries, compensation, benefits or any other terms and conditions of employment); or
- (o) for any actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961 et seq., or the Federal False Claims Act or any similar federal, state, or local statutory law or common law anywhere in the world.

5. The Company shall not be liable for that part of **Loss**, other than **Defense Costs**:

- (a) which constitutes **Benefits** due or to become due or the equivalent value of such **Benefits**; provided that this Exclusion 5(a) shall not apply to any **Employment Claim** for **Wrongful Termination**;
- (b) which constitutes costs associated with providing any accommodation for persons with disabilities or any other status which is protected under any applicable federal, state, or local statutory law or common law anywhere in the world, including but not limited to the Americans With Disabilities Act, the Civil Rights Act of 1964, or amendments to or rules or regulations promulgated under any such law; or
- (c) which constitutes costs of compliance with any order for, grant of or agreement to provide non-monetary relief.

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6. The Company shall not be liable for **Loss**, other than **Defense Costs**, resulting from any **Claim** based upon, arising from, or in consequence of any actual or alleged breach of any written employment contract; provided that this Exclusion 6 shall not apply to the extent an **Insured** would have been liable for such **Loss** in the absence of such written employment contract.
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Coordination of Coverage

7. Any **Loss** otherwise covered by both this Coverage Section and any fiduciary liability coverage section or policy issued by the Company or by any affiliate of the Company first shall be covered as provided in, and shall be subject to the Limit of Liability and Retention applicable to, this Coverage Section.
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Limit of Liability and Retention

8. (a) The Company's maximum aggregate liability for all **Loss** on account of all **Claims** first made during each **Policy Year**, whether covered under one or more Insuring Clauses, shall be the Limit of Liability set forth in Item 2(A) of the Declarations for this Coverage Section. If Third Party Liability Coverage is purchased, the Company's maximum aggregate liability for all **Loss** on account of all **Third Party Claims** first made during each **Policy Year** shall be the Sublimit set forth in Item 2(B) of the Declarations for this Coverage Section, which amount shall be part of and not in addition to the Company's maximum aggregate Limit of Liability for all **Claims** first made during that **Policy Year** as set forth in Item 2(A) of the Declarations for this Coverage Section.
- (b) Solely in the event that the Defense Outside the Limits of Liability Option is purchased as indicated in Item 6 of the Declarations of this Coverage Section, **Defense Costs** shall be in addition to, and not part of, the applicable Limits of Liability set forth in Item 2 of the Declarations for this Coverage Section, and payment of **Defense Costs** by the Company shall not reduce or exhaust such applicable Limits of Liability; provided, however, that when such applicable Limits of Liability are exhausted by payment of **Loss** other than **Defense Costs**, any obligation of the Company to pay **Defense Costs** or to defend or continue to defend any **Claim** shall cease.

If the Defense Outside the Limits of Liability Option is not purchased as indicated in Item 6 of the Declarations of this Coverage Section, **Defense Costs** are part of and not in addition to the Limits of Liability set forth in Item 2 of the Declarations of this Coverage Section and payment of **Defense Costs** by the Company shall reduce, and may exhaust, such Limits of Liability. When the Limits of Liability are exhausted by payment of **Defense Costs** or other **Loss**, any obligation of the Company to pay **Defense Costs** or to defend or continue to defend any **Claim** shall cease.

- (c) The Company's liability under this Coverage Section shall apply only to that part of covered **Loss** (as determined by any applicable provision in Subsection 10 of this Coverage Section) on account of each **Claim** which is excess of the applicable Retention set forth in Item 3 of the Declarations for this Coverage Section. Such Retention shall be depleted only by **Loss** otherwise covered under this Coverage Section and shall be borne by the **Insureds** uninsured and at their own risk. In the event that any **Insured** is unwilling or unable to bear the Retention it shall be the obligation of the **Organization** to bear such Retention uninsured and at its own risk.
- (d) All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of any **Insured** shall be deemed one **Claim**, regardless of the number of **Claims** made, claimants, or **Insureds** against whom such **Claims** are made. Such **Claims** shall be treated as a single **Claim** first made on the date the earliest of such **Claims** was first made, or on the date the earliest of such **Claims** is treated as having been made in accordance with Subsection 6 of the General Terms and Conditions, regardless of whether such date is before or during the **Policy Period**.

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- (e) The limit of liability available during the Extended Reporting Period (if exercised) shall be part of, and not in addition to, the Company's maximum aggregate limit of liability for all **Loss** on account of all **Claims** first made during the immediately preceding **Policy Year**.
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Defense and Settlement

9. (a) Except as provided in this Subsection 9, the Company shall have the right and duty to defend any **Claim** covered by this Coverage Section, even if any of the allegations in such **Claim** are groundless, false or fraudulent. Defense counsel shall be selected by the Company from the Company's list of approved employment defense firms. The Company's duty to defend any **Claim** shall cease upon exhaustion of the applicable Limit of Liability.
- (b) Notwithstanding the foregoing, it shall be the duty of the **Insureds** and not the duty of the Company to defend any **Claim** which is in part excluded from coverage pursuant to Exclusion 4(e) of this Coverage Section. For such portion of such **Claim** that is otherwise covered under this Coverage Section, the **Insureds** shall select as defense counsel for such **Claim** a law firm included in the Company's then current list of approved employment defense firms for the jurisdiction in which such **Claim** is pending.
- (c) The Company may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient.

Solely in the event that the Defense Outside the Limits of Liability Option is purchased as indicated in Item 6 of the Declarations of this Coverage Section, if an **Insured** in any **Claim** withholds consent to any settlement acceptable to the claimant in accordance with the Company's recommendation (a "Proposed Settlement"), the **Insureds** will thereafter be responsible for defending such **Claim** at their own expense and, subject in all events to the Company's maximum Limit of Liability, the Company's liability for **Loss** with respect to any such **Claim** will not exceed the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **Insured's** refusal to consent to the Proposed Settlement.

If the Defense Outside the Limits of Liability Option is not purchased as indicated in Item 6 of the Declarations of this Coverage Section, in the event an **Insured** in any **Claim** withholds consent to a Proposed Settlement, the Company's liability with respect to such **Claim** shall not exceed:

- (i) the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **Insured's** refusal to consent to the Proposed Settlement; plus
- (ii) seventy percent (70%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (i) above, incurred in connection with such **Claim**; subject in all events to the applicable Retention and Limits of Liability for such **Claim**. The remaining thirty percent (30%) of **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (i) above shall be borne by the **Insureds** uninsured and at their own risk, notwithstanding anything to the contrary contained in Subsection 10(a) Allocation.
- (d) The **Insureds** agree not to settle or offer to settle any **Claim**, incur any **Defense Costs**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's prior written consent, which consent shall not be unreasonably withheld. The Company shall not be liable for any element of **Loss** incurred, for any obligation assumed, or for any admission made, by any **Insured** without the Company's prior written consent.
- (e) The Company will have no obligation to pay **Loss**, including **Defense Costs**, or to defend or continue to defend any **Claim** after the maximum Limit of Liability applicable to the **Policy Year** in which such **Claim** was first made or is deemed to have first been made has been exhausted. If

the Company's Limit of Liability in any **Policy Year** is exhausted, the premium applicable to such **Policy Year** will be fully earned.

- (f) If the Combined Maximum Aggregate Limit of Liability for all **Liability Coverage Sections** is elected, as set forth in Item 3 of the Declarations of the General Terms and Conditions, then the Company will have no obligation to pay **Loss**, including **Defense Costs**, or to defend or continue to defend any **Claim** after the Company's Combined Maximum Aggregate Limit of Liability applicable to the **Policy Year** in which such **Claim** was first made or is deemed to have first been made has been exhausted. If the Company's Combined Maximum Aggregate Limit of Liability in any **Policy Year** is exhausted, the Policy premium applicable to such **Policy Year** will be fully earned.
- (g) The **Insureds** agree to provide the Company with all information, assistance and cooperation which the Company reasonably requires and agree that in the event of a **Claim** the **Insureds** will do nothing that could prejudice the Company's position or its potential or actual rights of recovery.

Allocation

10. If both **Loss** covered under this Coverage Section and loss not covered under this Coverage Section are incurred by the **Insureds** on account of any **Claim** because such **Claim** against the **Insureds** includes both covered and non-covered matters, then coverage under this Coverage Section with respect to such **Claim** shall apply as follows:
- (a) **Defense Costs**: Except as provided in (c) below, one hundred percent (100%) of reasonable and necessary **Defense Costs** incurred by the **Insured** on account of such **Claim** will be considered covered **Loss**; and
- (b) Loss other than **Defense Costs**: All remaining loss incurred by the **Insured** on account of such **Claim** shall be allocated by the Company between covered **Loss** and non-covered loss based on the relative legal and financial exposures of the parties to covered and non-covered matters and, in the event of a settlement in such **Claim**, also based on the relative benefits to the **Insureds** from such settlement.
- (c) Defense costs incurred by the **Insured** on account of a **Claim** which is in part excluded from coverage pursuant to Exclusion 4(e) of this Coverage Section shall be allocated between covered **Defense Costs** and non-covered defense costs based on the relative legal and financial exposures of the parties to covered and non-covered matters.

Arbitration

11. Any dispute between any **Insured** and the Company based upon, arising from, or in any way involving any actual or alleged coverage under this Coverage Section, or the validity, termination or breach of this Coverage Section, including but not limited to any dispute sounding in contract or tort, shall be submitted to binding arbitration.

The **Organization**, however, shall first have the option to resolve the dispute by non-binding mediation pursuant to such rules and procedures, and using such mediator, as the parties may agree. If the parties cannot so agree, the mediation shall be administered by the American Arbitration Association pursuant to its then prevailing commercial mediation rules.

If the parties cannot resolve the dispute by non-binding mediation, the parties shall submit the dispute to binding arbitration pursuant to the then prevailing commercial arbitration rules of the American Arbitration Association, except that the arbitration panel shall consist of one arbitrator selected by the **Insureds**, one arbitrator selected by the Company, and a third arbitrator selected by the first two arbitrators.

Other Insurance

12. Unless specifically stated otherwise, the coverage afforded under this Coverage Section:
- (a) for **Employment Claims**, shall be primary; provided that with respect to that portion of an **Employment Claim** made against any leased employee, temporary employee or **Independent Contractor, Loss and Defense Costs**, payable on behalf of such leased employee, temporary employee or **Independent Contractor** under this Coverage Section will be specifically excess of and will not contribute with other valid insurance, including but not limited to any other insurance under which there is a duty to defend, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is specifically stated to be in excess of this Coverage Section.
 - (b) for **Third Party Claims**, will be specifically excess of and will not contribute with other valid insurance, including but not limited to general liability insurance or any other insurance under which there is a duty to defend, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is: (i) specifically stated to be in excess of this Coverage Section; or (ii) subject to Subsection 7 of this Coverage Section.
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ENDORSEMENT

Coverage Section: ForeFront Portfolio for Not-for-Profit Organizations Employment Practices Liability Coverage Section (Federal)

Effective date of
this endorsement: March 11, 2018

Company: Federal Insurance Company

Endorsement No. 1

To be attached to and
form a part of Policy No. 8242-3489

Issued to: THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT (CID)

**MISSOURI AMENDATORY ENDORSEMENT
TO THE EMPLOYMENT PRACTICES LIABILITY COVERAGE SECTION
DECLARATIONS PAGE - RETROACTIVE DATE**

In consideration of the premium charged, it is agreed that:

1. The Declarations Page is amended by adding the following:

“Item 7. Retroactive Date: _____ Date of Incorporation _____”

THE RETROACTIVE DATE SET FORTH IN ITEM 7 OF THE DECLARATIONS WILL NOT BE ADVANCED DURING THE **POLICY PERIOD** OR ANY CONTINUOUS RENEWAL OR REISSUANCE OF THIS COVERAGE SECTION UNLESS OTHERWISE PROVIDED BY ENDORSEMENT REQUESTED BY OR AGREED TO BY THE **ORGANIZATION.**”

2. No coverage will be available under the Employment Practices Liability Coverage Section for **Wrongful Acts** occurring prior to the Retroactive Date.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT

Coverage Section: ForeFront Portfolio for Not-for-Profit Organizations Employment Practices Liability Coverage Section (Federal)

Effective date of
this endorsement: March 11, 2018

Company: Federal Insurance Company

Endorsement No. 2

To be attached to and
form a part of Policy No. 8242-3489

Issued to: THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT (CID)

MISSOURI AMENDATORY ENDORSEMENT TO THE EMPLOYMENT PRACTICES LIABILITY COVERAGE SECTION

In consideration of the premium charged, it is agreed that:

1. The definition of “**Defense Costs**” set forth in Subsection 3. Definitions of the Employment Practices Liability Coverage Section is amended to add the following at the end of such definition:

“**Defense Costs** do not include the regular or overtime wages, salaries, fees or benefits of the directors, officers or employees of the Company.”
2. Any coverage provided under this Definitions of the Employment Practices Liability Coverage Section for punitive, exemplary or multiple damages is subject to any limitation of such coverage provided by Missouri law, if applicable.

The term Loss as defined in Subsection 3. Definitions of the Employment Practices Liability Coverage Section is amended to the extent necessary to effect the purpose and intent of this endorsement, including but not limited to paragraph (c) and (d) thereof.
3. Any arbitration under Subsection 11. Arbitration of the Employment Practices Liability Coverage Section shall be entered into voluntarily by the parties to any such arbitration.

The Policy will be deemed to have been amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Missouri.

All other terms, conditions and limitations of this Policy shall remain unchanged.

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Authorized Representative

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio for Not-for-Profit Organizations Employment Practices Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: March 11, 2018

Federal Insurance Company

Endorsement/Rider No. 3

To be attached to and
form a part of Policy No. 8242-3489

Issued to: THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT (CID)

AMEND INSURED PERSON DEFINITION ENDORSEMENT

In consideration of the premium charged, it is agreed that the term **Insured Person**, as defined in Subsection 3. Definitions, of this Coverage Section, is deleted and replaced with the following:

Insured Person means:

- (a) any natural person who was, now is or shall become a full-time, part-time, temporary, leased or seasonal employee or volunteer of the **Organization** but only while acting in his or her capacity as such;
- (b) any natural person who was, now is or shall become:
 - (i) a duly elected or appointed director, officer, trustee, **Manager**, in-house general counsel, or duly constituted committee member of any **Organization** chartered in the United States of America, but only while acting in his or her capacity as such; or
 - (ii) a holder of a position equivalent to any position described in (b)(i) above in any **Organization** that is chartered in any jurisdiction other than the United States of America; or
- (c) an **Independent Contractor** working for the **Organization**, but only while acting in his or her capacity as such and only if the **Organization** agrees in writing, prior to or no later than thirty (30) days after the **Claim** is made, to indemnify the **Independent Contractor** for liability arising out of such **Claim**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, consisting of several loops and strokes, positioned above a horizontal line.

Authorized Representative